

# 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

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION February 12, 2014

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

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# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

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

February 6, 2014

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

FN 20 14-064  
**ECONOMIC DEVELOPMENT  
& TOURISM  
WAYS & MEANS**

Dear County Executive Picente,

The Oneida County Board of Legislators funded Capital Project H- 497, MVCC - Plumley Building Addition & Renovation, with the intent of preparing plans and specifications for construction of new academic facilities and renovation of the Plumley Building at the MVCC Rome Campus. The Department of Public Works and the Mohawk Valley Community College forwarded a Request for Qualifications to interested Consultants and completed a detailed review of each response. Members of the review committee included MVCC Board of Trustees members, Legislator Edward Welsh, MVCC President Randall VanWagoner, other MVCC administrators, and Mark Laramie.

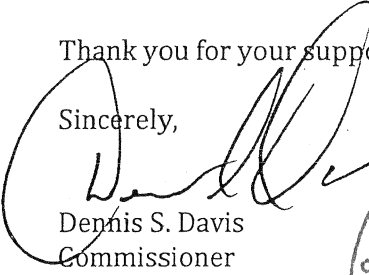
Two Consultants, JMZ Architects and Planners of Glens Falls, NY, and MARCH Associates of Utica, NY, were selected for further consideration and interview. Following considerable discussion and analysis JMZ Architects and Planners was selected.

Consulting fees for this project were calculated in accordance with New York State University Construction Fund guidelines. This ensures a comprehensive and fair fee structure. At this time the intent is to secure a contract for schematic designs and preliminary cost estimates for all work plus design development, construction drawings, and bid phase services for work associated with new academic facilities. The total fee estimate for these services is \$1,228,689.00. Design development, construction drawings, and bid phase services for Plumley Building reconstruction plus all construction phase services would be added via a contract amendment at a later date.

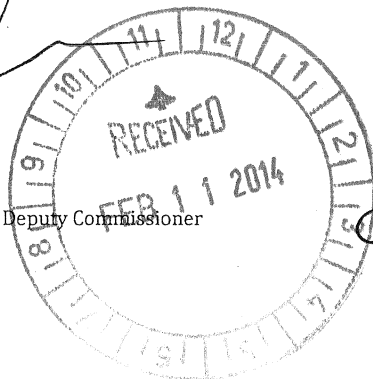
If acceptable please forward the enclosed contract with JMZ Architects and Planners to the Oneida County Board of Legislators for review and consideration. In addition, timing is critical. Schematic designs and cost estimates must be completed prior to the end of July 2014. I respectfully request review and consideration by the Board on February 12, 2014.

Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/11/14

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** JMZ Architects and Planners, P.C.  
190 Glen Street - P.O. Box 725  
Glens Falls, New York 12801

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** 3/1/2014 – 8/1/2015

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

### Summary Statements

#### 1) Narrative Description of Proposed Services:

Prepare schematic designs and preliminary cost estimates for new academic facilities and Plumley Building addition. Prepare design development documents and construction drawings for new academic facilities.

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

3) Program Design and Staffing: N/A

**Total Funding Requested:** \$1,228,689.00      **Account #:** H-497

**Oneida County Dept. Funding Recommendation:** \$1,228,689.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$614,344.50 County  
\$614,344.50 State

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

**Past Performance Data:** N/A

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



# AIA<sup>®</sup> Document B132<sup>™</sup> – 2009

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the ( ) day of February in the year 2014  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Oneida County  
800 Park Avenue  
Utica, New York 13501

and the Architect:  
*(Name, legal status, address and other information)*

JMZ Architects and Planners, P.C.  
190 Glen Street – P.O. Box 725  
Glens Falls, New York 12801

for the following Project:  
*(Name, location and detailed description)*

Mohawk Valley Community College  
Rome Campus Improvements:  
Plumley Building Addition(s) and Renovation, Support Building and Related Sitework

The Construction Manager:  
*(Name, legal status, address and other information)*

To be determined by the County and the College at a later date.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:  
*(Identify documentation or state the manner in which the program will be developed.)*

| As generally stated in Exhibit A; to be adjusted as necessary based on space programming and budget analysis.

§ 1.1.2 The Project's physical characteristics:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

| Mohawk Valley Community College Rome Campus.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total and, if known, a line item breakdown.)*

| Twenty-One Million Two Hundred Thirteen Thousand Four Hundred Sixty-Five Dollars (\$21,213,465.00); see Exhibit C for breakdown.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

| Completion of Schematic Design Phase on or before 31 July 2014.

.2 Commencement of construction:

To be determined in collaboration with Construction Manager.

.3 Substantial Completion date or milestone dates:

(Paragraphs deleted) To be determined in collaboration with Construction Manager.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:  
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

Phased construction and multiple bid packages are anticipated and will be determined in collaboration with the Construction Manager; fast-track scheduling is not anticipated.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Project will be sustainably designed but LEED certification will not be pursued.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address and other information.)

Mark E. Laramie, P.E.  
Deputy Commissioner, Division of Engineering  
Oneida County Department of Public Works  
800 Park Avenue  
Utica, New York 13501

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

Thomas G. Squires  
Vice President for Administrative Services  
Mohawk Valley Community College  
1101 Sherman Drive  
Utica, New York 13501

§ 1.1.10 The Owner will retain the following consultants:  
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

Within forty-five (45) days of signing of this agreement.

*(Paragraphs deleted)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Robert J. Joy, AIA  
Senior Vice President  
JMZ Architects and Planners, P.C.  
190 Glen Street – P.O. Box 725  
Glens Falls, New York 12801

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address and other information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Almy & Associates Consulting Engineers  
238 Genesee Street  
Utica, New York 13502

.2 Building Systems Engineer:

Towne Engineering  
18 South Street  
Utica, New York 13501

.3 Civil Engineer:

Plumley Engineering  
8232 Loop Road  
Baldwinsville, New York 13027

.4 Landscape Architect:

Trowbridge Wolf Michaels Landscape Architects  
1001 West Seneca Street – Suite 101  
Ithaca, New York 14850

.5 Schematic Design Cost Estimator:

Baer & Associates  
4588 South Park Avenue  
Blasdell, New York 14219

§ 1.1.12.2 Consultants retained under Additional Services:

Consultants will be selected at a later date based on mutual agreement with the Owner; see Exhibit D for anticipated Additional Services.

*(Paragraphs deleted)*

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 See Exhibit F for Architect's standard insurance coverage and certificates.

*(Paragraphs deleted)*

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to



the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 The Architect will provide a Schematic Design cost estimate prepared by its cost consultant and will work with the Construction Manager to reconcile the estimates. Together the Architect and the Construction Manager will then make a recommendation to the Owner on the cost of the work.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

### § 3.5 Bidding or Negotiation Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness

of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action

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upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

See Exhibit D for anticipated additional services and estimated fees. These services are being provided by the Architect for the Owner’s convenience and shall not alter the provisions set out in Article 5 of this agreement.

| Services                                | Responsibility<br><i>(Architect, Owner<br/>or<br/>Not Provided)</i> | Location of Service Description<br><i>(Section 4.2 below or in an exhibit<br/>attached to this document and<br/>identified below)</i> |
|---|---|---|
| See Exhibit D.<br><i>(Rows deleted)</i> |   |   |
|   |   |   |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

See Exhibit D.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner’s schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner’s other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

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- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 One ( 1 ) inspection for any portion of the Work to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within seventeen ( 17 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The



Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The

Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

New York State Supreme Court, Oneida County

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As shown in Exhibit C: A total of One Million Two Hundred Twenty-Eight Thousand Six Hundred Eighty-Nine Dollars (\$1,228,689.00), which includes basic compensation of Eight Hundred Ninety-Two Thousand Nine Hundred Two Dollars (\$892,902.00) and a not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000.00) for Additional Services as shown in Exhibit D and a not-to-exceed amount of Thirty-Five Thousand Seven Hundred Eighty-Seven Dollars (\$35,787.00) for normal reimbursable expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Exhibit D.

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

In accordance with the Architect's normal hourly rates and periodic rate increases; see Exhibit E for 2014 rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase       | Twenty      | percent ( | 20  | %) |
| Design Development Phase     | Twenty-Five | percent ( | 25  | %) |
| Construction Documents Phase | Thirty      | percent ( | 30  | %) |
| Bidding or Negotiation Phase | Five        | percent ( | 5   | %) |
| Construction Phase           | Twenty      | percent ( | 20  | %) |
| <hr/>                        |             |           |     |    |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit E.

#### Employee or Category

Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

init.

- .9 Oneida County is Tax Exempt. Architect must consult with Oneida County prior to paying any taxes, limited to professional services and reimbursable expenses. Payment for taxes will be made only if prior approval by Oneida County is received;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None.

**§ 11.10 Payments to the Architect**

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable forty-five (45) days from the date of the Architect's invoice. Amounts unpaid ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

See Exhibits A and B.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2

*(Paragraphs deleted)*

Other documents:

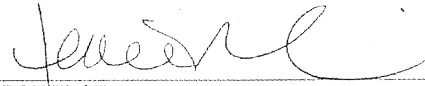
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

- Exhibit A – Special Terms and Conditions
- Exhibit B – Standard Contract Clauses
- Exhibit C – Fee Calculation
- Exhibit D – Additional Services
- Exhibit E – Hourly Rates
- Exhibit F – Insurance Certificates

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Tenée R. Casaccio, AIA  
President

(Printed name and title)

Init.



# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B132<sup>™</sup> – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:54:46 on 02/10/2014.

## **PAGE 1**

**AGREEMENT** made as of the (        ) day of February in the year 2014

...

Oneida County  
800 Park Avenue  
Utica, New York 13501

...

JMZ Architects and Planners, P.C.  
190 Glen Street – P.O. Box 725  
Glens Falls, New York 12801

...

Mohawk Valley Community College  
Rome Campus Improvements:  
Plumley Building Addition(s) and Renovation, Support Building and Related Sitework

...

To be determined by the County and the College at a later date.

## **PAGE 2**

As generally stated in Exhibit A; to be adjusted as necessary based on space programming and budget analysis.

...

Mohawk Valley Community College Rome Campus.

...

Twenty-One Million Two Hundred Thirteen Thousand Four Hundred Sixty-Five Dollars (\$21,213,465.00); see Exhibit C for breakdown.

...

Completion of Schematic Design Phase on or before 31 July 2014.

## **PAGE 3**

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**User Notes:**

(945383481)

To be determined in collaboration with Construction Manager.

...

~~.4~~ Other:

To be determined in collaboration with Construction Manager.

...

[  ] Multiple Prime Contractors

...

Phased construction and multiple bid packages are anticipated and will be determined in collaboration with the Construction Manager; fast-track scheduling is not anticipated.

...

Project will be sustainably designed but LEED certification will not be pursued.

...

Mark E. Laramie, P.E.  
Deputy Commissioner, Division of Engineering  
Oneida County Department of Public Works  
800 Park Avenue  
Utica, New York 13501

...

*(List name, address and other information.)*

Thomas G. Squires  
Vice President for Administrative Services  
Mohawk Valley Community College  
1101 Sherman Drive  
Utica, New York 13501

...

Within forty-five (45) days of signing of this agreement.

~~.2~~ Cost Consultant (if in addition to the Construction Manager):

*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*

~~.3~~ Land Surveyor:

~~.4~~ — Geotechnical Engineer:

~~.5~~ — Civil Engineer:

~~.6~~ — Other consultants:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)*

PAGE 4

Robert J. Joy, AIA  
Senior Vice President  
JMZ Architects and Planners, P.C.  
190 Glen Street – P.O. Box 725  
Glens Falls, New York 12801

...

Almy & Associates Consulting Engineers  
238 Genesee Street  
Utica, New York 13502  
~~.2~~ Building Systems Engineer:

Towne Engineering  
~~.2~~ Mechanical Engineer: 18 South Street  
Utica, New York 13501

~~.3~~ Civil Engineer:

Plumley Engineering  
8232 Loop Road  
Baldwinsville, New York 13027

~~.4~~ Landscape Architect:

Trowbridge Wolf Michaels Landscape Architects  
1001 West Seneca Street – Suite 101  
~~3~~ Electrical Engineer: Ithaca, New York 14850

.5 Schematic Design Cost Estimator:

Baer & Associates  
4588 South Park Avenue  
Blasdell, New York 14219

...

Consultants will be selected at a later date based on mutual agreement with the Owner; see Exhibit D for anticipated Additional Services.

~~§ 1.1.13 Other Initial Information on which the Agreement is based:~~

PAGE 5

~~§ 2.6.1 Comprehensive General Liability with policy limits of not less than — (\$ —) for each occurrence and in the aggregate for bodily injury and property damage. See Exhibit F for Architect's standard insurance coverage and certificates.~~

~~§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than — (\$ —) combined single limit and aggregate for bodily injury and property damage.~~

~~§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.~~

~~§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than — (\$ —).~~

~~§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than — (\$ —) per claim and in the aggregate.~~

~~§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.~~

PAGE 6

~~§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. The Architect will provide a Schematic Design cost estimate prepared by its cost consultant and will work with the Construction Manager to reconcile the estimates. Together the Architect and the Construction Manager will then make a recommendation to the Owner on the cost of the work.~~

§ 3.2.7 Upon receipt of the Construction Manager’s review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project’s size, quality or budget, and request the Owner’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

PAGE 8

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 — facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 — participating in selection interviews with prospective contractors; and
- .3 — participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 11

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

See Exhibit D for anticipated additional services and estimated fees. These services are being provided by the Architect for the Owner’s convenience and shall not alter the provisions set out in Article 5 of this agreement.

...

|   |  |  |
|---|--|--|
| See Exhibit D.  |  |  |
| <del>§ 4.1.1 Programming (B202™ 2009)</del>                     |  |  |
| <del>§ 4.1.2 Multiple preliminary designs</del>                 |  |  |
| <del>§ 4.1.3 Measured drawings</del>                            |  |  |
| <del>§ 4.1.4 Existing facilities surveys</del>                  |  |  |
| <del>§ 4.1.5 Site evaluation and planning (B203™ 2007)</del>    |  |  |
| <del>§ 4.1.6 Building Information Modeling (E202™ 2008)</del>   |  |  |
| <del>§ 4.1.7 Civil engineering</del>                            |  |  |
| <del>§ 4.1.8 Landscape design</del>                             |  |  |
| <del>§ 4.1.9 Architectural interior design (B252™ 2007)</del>   |  |  |
| <del>§ 4.1.10 Value analysis (B204™ 2007)</del>                 |  |  |
| <del>§ 4.1.11 Detailed cost estimating</del>                    |  |  |
| <del>§ 4.1.12 On-site project representation (B207™ 2008)</del> |  |  |
| <del>§ 4.1.13 Conformed construction documents</del>            |  |  |
| <del>§ 4.1.14 As-designed record drawings</del>                 |  |  |
| <del>§ 4.1.15 As-constructed record drawings</del>              |  |  |
| <del>§ 4.1.16 Post occupancy evaluation</del>                   |  |  |
| <del>§ 4.1.17 Facility support services (B210™ 2007)</del>      |  |  |
| <del>§ 4.1.18 Tenant-related services</del>                     |  |  |
| <del>§ 4.1.19 Coordination of Owner’s consultants</del>         |  |  |
| <del>§ 4.1.20 Telecommunications/data design</del>              |  |  |

|  |  |  |
|--|--|--|
| § 4.1.21 Security evaluation and planning (B206™ 2007)             |  |  |
| § 4.1.22 Commissioning (B211™ 2007)                                |  |  |
| § 4.1.23 Extensive environmentally responsible design              |  |  |
| § 4.1.24 LEED® certification (B214™ 2012)                          |  |  |
| § 4.1.25 Historic preservation (B205™ 2007)                        |  |  |
| § 4.1.26 Furniture, furnishings, and equipment design (B253™ 2007) |  |  |

...

See Exhibit D.

PAGE 12

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~( - )~~ visits to the site by the Architect over the duration of the Project during construction
- .3 ~~( - )~~ Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~( - )~~ inspections. ~~3~~ One ( 1 ) inspection for any portion of the Work to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within seventeen ( 17 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

[ ] ~~Other: (Specify)~~

X [ ] New York State Supreme Court, Oneida County

PAGE 18

As shown in Exhibit C: A total of One Million Two Hundred Twenty-Eight Thousand Six Hundred Eighty-Nine Dollars (\$1,228,689.00), which includes basic compensation of Eight Hundred Ninety-Two Thousand Nine Hundred Two Dollars (\$892,902.00) and a not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000.00) for Additional Services as shown in Exhibit D and a not-to-exceed amount of Thirty-Five Thousand Seven Hundred Eighty-Seven Dollars (\$35,787.00) for normal reimbursable expenses.

...

See Exhibit D.

PAGE 19

In accordance with the Architect's normal hourly rates and periodic rate increases; see Exhibit E for 2014 rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 % ), or as otherwise stated below:

...

|                              |                    |           |           |    |
|------------------------------|--------------------|-----------|-----------|----|
| Schematic Design Phase       | <u>Twenty</u>      | percent ( | <u>20</u> | %) |
| Design Development Phase     | <u>Twenty-Five</u> | percent ( | <u>25</u> | %) |
| Construction Documents Phase | <u>Thirty</u>      | percent ( | <u>30</u> | %) |

Bidding or Negotiation Phase                      Five percent ( 5 %)  
Construction Phase                                      Twenty percent ( 20 %)

...

See Exhibit E.

PAGE 20

- .9 ~~All taxes levied on professional services and on reimbursable expenses; Oneida County is Tax Exempt. Architect must consult with Oneida County prior to paying any taxes, limited to professional services and reimbursable expenses. Payment for taxes will be made only if prior approval by Oneida County is received;~~

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

None.

...

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation~~ forty-five (45) days from the date of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

—%

...

See Exhibits A and B.

...

- .2 ~~AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- .3 ~~AIA Document E202™ – 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

- .4 ~~Other documents:~~

...

Exhibit A – Special Terms and Conditions

Exhibit B – Standard Contract Clauses

Exhibit C – Fee Calculation  
Exhibit D – Additional Services  
Exhibit E – Hourly Rates  
Exhibit F – Insurance Certificates

PAGE 21

Tenée R. Casaccio, AIA  
President

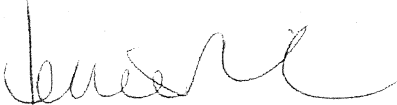
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## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tenée R. Casaccio, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:54:46 on 02/10/2014 under Order No. 5700980925\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



---

(Signed)

President

---

(Title)

2/10/14

---

(Dated)

Exhibit A  
Special Terms and Conditions  
Page 1 of 6

- 12.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 12.2. Delete Article 7 in its entirety.
- 12.3. Original and generated diskettes, drawings and specification manuscripts, manual and electronic, are to remain or become the property of the County whether or not the project is completed. The Architect may retain copies for reference and shall have the right to reuse information contained in them in the normal course of the Architect's professional activities. These documents shall not be used by the Architect for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Architect shall be at the County's sole risk.
- 12.4. The services to be provided by the Architect and its engineering consultants shall comply with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.
- 12.5. Architect shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 12.6. The design services required by this agreement shall be accomplished within fourteen (14) consecutive months, beginning on the day this agreement is executed. It is recognized by both parties that this period may be affected by factors beyond the reasonable control of either party. Both parties shall take all reasonable steps to adhere to the time schedule.
- 12.7. The County intends to extend this Agreement by amendment to include the remaining phases of design and construction, subject to the availability of County and State funding. The Architect's overall fee as shown in Exhibit C has been calculated in accordance with the fee schedule published by the State University Construction Fund, including the appropriate complexity factor(s) and a 10% override for multiple prime contracts, and is based on MVCC's Master Plan cost estimates for the applicable projects at the Rome Campus. When the final construction budget is established by the County at the completion of the Schematic Design phase, the Architect's fee will be recalculated and fixed for the duration of the project. If the scope of work or timeframe change appreciably subsequent to Schematic Design, the Architect's fee will be equitably adjusted.
- 12.8. PROJECT DESCRIPTION
  - 12.8.1. In 2011 the firm of Mitchell Giurgola Architects, LLP, was retained to evaluate the College's academic facilities and develop a Rome and Utica Campus Master Plan. A final report was issued in November of 2011 outlining improvements to facilities, the construction of new facilities, and various site improvements. Project scope and program needs are identified in Section V. Final Recommendations. Oneida County

Exhibit A  
Special Terms and Conditions  
Page 4 of 6

- 12.9.1.15. When the scope of abatement is known, the Architect will retain the services of the appropriate subconsultant to provide project monitoring/air sampling associated with abatement of asbestos-containing materials for the convenience of the Owner. All work shall be performed by a NYSDOL certified project monitor. Payment for project monitoring, air sampling, and reporting shall be treated as an Additional Service and will be made on a time and materials basis.
- 12.9.1.16. The Architect agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.
- 12.9.1.17. It is recognized by all parties that the Architect will have no role nor will it share in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 12.9.1.18. It is also recognized that Architect is compensated largely based on time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.
- 12.9.1.19. Perform detailed program analysis of department(s) that will occupy new and renovated space. The analysis shall be done to determine the operational and space requirements of the department(s). This will include interviews with staff, students, and outside agencies.
- 12.9.1.20. Prepare plans and specifications for facility construction and renovation. This shall include HVAC, plumbing, electrical, fire alarm, fire protection, security systems, code-required signage, and landscape improvements.
- 12.9.1.21. There shall be multiple bid phases with multiple separate bid packages.
- 12.9.1.22. Through coordination with MVCC IT personnel and telecommunication hardware/software vendors, design cabling (copper and fiber), racks (including patch panels), termination, and installation of all fixed components of data and telecommunication systems. The County and MVCC will be responsible for switches, routers, other powered hardware, software, and programming.
- 12.9.1.23. Cooperate with the Construction Manager on all permit applications and approvals from interested local and state agencies associated with the Architect's work. Oneida County shall pay all permit fees.
- 12.9.1.24. Obtain current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
- 12.9.1.25. Attend project meetings weekly throughout project startup and then biweekly or as requested by Oneida County.
- 12.9.1.26. Coordinate with the County's vendor(s) on the selection of loose furnishings.

Exhibit A  
Special Terms and Conditions  
Page 5 of 6

- 12.9.1.27. Prepare As-Built record drawings as an Additional Service; see Exhibit D. Provide one digital copy of all drawings on CD-ROM in AutoCAD format.
- 12.9.1.28. Create a complete digital project file (including submittals and general correspondence) and submit to the County upon completion of all work.
- 12.9.1.29. Provide all services to prepare complete and accurate plans and specifications.
- 12.10. Inasmuch as the rehabilitation of existing buildings requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of the Owner's money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of the Architect, the Owner will release any and all claims, damages, and awards the owner has against the Architect arising out of the professional services provided for these portions of the work.
- 12.11. The Owner recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the Owner are for informational purposes only and are not intended as an end-product. The Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Owner agrees to waive any and all claims against the Architect and the Architect's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.
- 12.12. Architect shall supply additional services as requested by the County and agreed to by Architect. Where Architect provides additional services authorized by the County's designated representative, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto as Exhibit E. An alternate method of compensation may be established by prior written agreement of both parties.
- 12.13. Additional services shall not be performed unless requested and approved in writing by the County. Approval shall be in the form of a contract amendment.
- 12.14. The Architect shall retain the services of a geotechnical engineer as an Additional Service for the convenience of the Owner. Such services will include test borings, test pits, and determinations of soil bearing values with reports and appropriate professional recommendations. Percolation tests, evaluation of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, will be similarly treated as Additional Services to this contract. The Owner agrees to release the Architect from any and all losses, claims, liabilities, expenses and/or damages due to or arising out of any act, error or omission in the performance of any related services performed by the geotechnical and environmental consultants. The Owner agrees to pursue recovery of and assert claims based upon any such losses, claims, liabilities, expenses and/or damages solely and directly against any such

Exhibit A  
Special Terms and Conditions

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geotechnical or environmental engineer or consultants engaged by the Architect. In consideration for such indemnification, the Architect hereby assigns any rights and/or claims that the Architect has pursuant to the Consultant Contract between the Architect and the consultants for the contemplated services to the Owner.

- 12.15. Architect shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.
- 12.16. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.
- 12.17. Architect shall maintain Professional Liability, General Liability, Auto Liability, and Errors & Omissions insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. Workers' Compensation insurance shall be provided in accordance with State Law. The Architect agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear, and to provide the County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the County as an additional insured and to provide that such coverage shall not be terminated without written prior notice to the County of at least thirty (30) days. Insurance Certificates are attached as Exhibit F.
- 12.18. In compliance with the General Municipal and Finance Laws of New York State, the Architect agrees to sign a waiver of immunity against criminal prosecution.
- 12.19. Architect shall not discriminate against any individual in accordance with Local, State and Federal laws.
- 12.20. The principal place of business for determining applicable laws is Oneida County, New York.
- 12.21. If the County becomes party to any litigation resulting from this project that is not the fault of the Architect and that requires the Architect's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Architect.
- 12.22. Architect agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 12.23. EPA Act §179D was written to encourage the design of energy efficient commercial and government-owned buildings. The IRS has made deductions available to architects and engineers who design such buildings provided the HVAC systems, lighting, and/or building envelopes meet certain criteria. The burden of proof of compliance lies solely with the designer. The Owner agrees to cooperate with the Architect in its pursuit of applicable IRS 179D tax deductions that may be available to the Architect for this project. The Owner's obligation in this regard is limited to written acknowledgement that the Architect was the designer of the building(s).

**Exhibit B**

THIS ADDENDUM, entered into on this \_\_\_\_ day of \_\_\_\_\_ in the year of 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).



- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

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

- c. The Contractor shall:
  - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - 5. Make available protected health information in accordance with 45 CFR § 164.524;
  - 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  - 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

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

#### **13. Governing Law.**

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

#### **14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

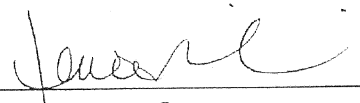
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

**County of Oneida**

**Contractor**

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

By:   
Name: Teneé R. Caraccio

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney

**Mohawk Valley Community College - Rome Campus Improvements**

**JMZ Architects and Planners, P.C.**

| SUCF Fee Calculation  | Phase I:            | Phase II:           | Construct        | Demolish              | Totals      | Initial Contract Amounts |
|---|---------------------|---------------------|------------------|-----------------------|-------------|--------------------------|
|   | Plumley Addition(s) | Plumley Renovations | Support Building | Acad. Bldg. and Sheds |             |                          |
| <b>Construction Costs</b>                                       |                     |                     |                  |                       |             |                          |
| Master Plan Estimates   | \$8,444,000         | \$5,537,500         | \$504,000        | \$370,000             | \$2,435,000 | \$17,290,500             |
| Escalation (3.5%/Year)  | 1.175               | 1.21                | 1.21             | 1.21                  | 1.21        |                          |
| Total Construction Cost   | \$10,509,200        | \$6,700,375         | \$609,840        | \$447,700             | \$2,946,350 | \$21,213,465             |
| <b>SUCF Fee Schedule</b>  |                     |                     |                  |                       |             |                          |
| Basic Fee   | \$534,512           | \$355,498           | \$43,610         | \$34,772              | \$177,263   | \$1,191,544              |
| Complexity Factor   | 1.6                 | 1.6                 | 1.2              | 1.1                   | 1.3         |                          |
| SUCF Fee  | \$855,220           | \$568,796           | \$52,332         | \$38,249              | \$230,442   | \$1,328,000              |
| Override for Multiple Primes (Wick's Law)                       | 10%                 | 10%                 | 10%              | 10%                   | 10%         |                          |
| Total Basic Compensation  | \$940,742           | \$625,676           | \$57,565         | \$42,074              | \$253,487   | \$1,919,544              |
| <b>Architectural &amp; Engineering Services</b>                 |                     |                     |                  |                       |             |                          |
| Schematic Design (20%)  | \$188,148           | \$125,135           | \$11,513         | \$8,415               | \$50,697    | \$383,909                |
| Design Development (25%)  | \$235,185           | \$156,419           | \$14,391         | \$10,519              | \$63,372    | \$479,886                |
| Construction Documents (30%)                                    | \$282,223           | \$187,703           | \$17,270         | \$12,622              | \$76,046    | \$575,863                |
| Bidding (5%)  | \$47,037            | \$31,284            | \$2,878          | \$2,104               | \$12,674    | \$95,977                 |
| Construction Administration (20%)                               | \$188,148           | \$125,135           | \$11,513         | \$8,415               | \$50,697    | \$383,909                |
| Total Basic Compensation  | \$940,742           | \$625,676           | \$57,565         | \$42,074              | \$253,487   | \$1,919,544              |
| Additional Services - Exhibit "D" (Not-to-Exceed)               |                     |                     |                  |                       |             | \$300,000                |
| Reimbursable Expenses - 3% of professional fees (Not-to-Exceed) |                     |                     |                  |                       |             | \$57,586                 |
| JMZ Contract Amount   |                     |                     |                  |                       |             | \$1,228,689              |

Construction Manager's Pre-Construction Fee & Expenses \$100,000  
 Total Initial Commitment \$1,328,689



**MVCC - Rome Campus Improvements**  
**Exhibit D: Additional Services**

The following estimate is for additional services that will be conducted at the Architect's hourly rates as shown in Exhibit E and/or in accordance with the subconsultants' proposals.

| <b>Service</b>  | <b>Fee Budget</b> |
|---|-------------------|
| <b>Space Programming</b><br>Includes review of existing documentation, College's enrollment projections and instructional space utilization data; campus programming interviews; development of space program and review with College; report with narrative summarizing interviews, space program, adjacency issues, etc.  | \$25,000          |
| <b>Food Service Consulting</b><br>Includes campus interviews; assessment of existing equipment; recommendations for new equipment and specifications; construction documents for Culinary Arts labs, support space, and potentially a Café; submittal review; site visit to verify equipment installation.  | \$75,000          |
| <b>NYSERDA Application and Coordination</b><br>Pre-qualified incentives only.   | No Charge         |
| <b>Storm Water Pollution Prevention Plan</b><br>Design only. Includes storm water management system design compatible with proposed site plan, preparation of Storm Water Pollution Prevention Plan (SWPPP) in accordance with NYSDEC guidelines and submittal of Notice of Intent.   | \$20,000          |
| <b>Site Survey</b><br>Includes boundary and topographic survey of 22 acres (project area). Also, includes on-site and surrounding utility identification and locating.  | \$22,000          |
| <b>Soil Borings and Geotechnical Engineering</b><br>Includes coordination of investigation, soil boring stake-out, completion of soil borings within the proposed building area and test pit investigation of associated site areas (limited to disturbed area) for possible old foundations; analytical testing on soil samples; and preparation of report with recommendations for foundations. | \$28,000          |
| <b>Hazardous Materials Sampling, Testing, and Abatement Design</b><br>Plumley and existing support buildings.   | \$15,000          |
| <b>SEQRA Services including SHPO Coordination</b><br>Includes a Phase 1 Environmental Site Assessment (ESA) in accordance with ASTM Standards. Assessment is a non-invasive site inspection and review of historical records. Assumes long form and uncontested action.   | \$30,000          |
| <b>Archaeological Study</b><br>Includes completion of Phase 1A and 1B Archaeological Study per SHPO Standards for entire parcel. Also, includes test pits with a back-hoe in selected areas.  | \$15,000          |
| <b>As-Built Drawings</b><br>Based on information provided by the CM and contractors.  | \$30,000          |
| <b>Coordination of Furnishings Selections with County Vendor(s)</b>   | No Charge         |
| <b>Subtotal</b>   | <b>\$260,000</b>  |
| Contingency for Other Services that may be Necessary (15%)  | \$40,000          |
| <b>Not-to-Exceed Total</b>  | <b>\$300,000</b>  |



## Exhibit E

### Current Billing Rates

|                            | Billing Rate |
|----------------------------|--------------|
| <b>Managing Principals</b> |              |
| Tenée Casaccio             | \$195.00     |
| Robert Joy                 | 195.00       |
| <b>Principals</b>          |              |
| George Green               | 175.00       |
| Karin Kilgore-Green        | 175.00       |
| James Raesly               | 175.00       |
| Kristin Schmitt            | 175.00       |
| Jean Stark                 | 175.00       |
| <b>Associates</b>          |              |
| Jeffrey Anderson           | 115.00       |
| Sandra Helmig              | 120.00       |
| Jason Henault              | 115.00       |
| David Hutchinson           | 130.00       |
| David VanGuilder           | 115.00       |
| <b>Architects</b>          |              |
| Rebecca Coadney            | 110.00       |
| Jeffrey Dolan              | 135.00       |
| Sarah Mojzer               | 115.00       |
| <b>Graduate Architects</b> |              |
| Molly Chiang               | 85.00        |
| Jennifer Denis             | 85.00        |
| Peter Dykshoorn            | 115.00       |
| David Holbrook             | 85.00        |
| Shima Miabadi              | 85.00        |
| Nina Oldenquist            | 120.00       |
| Andrew Parsons             | 85.00        |
| Joshua Williams            | 80.00        |

**JMZ Architects and Planners, P.C.**

190 Glen Street  
P.O. Box 725  
Glens Falls, NY 12801

tel 518-793-0786  
fax 518-793-1735  
JMZarchitects.com





# Exhibit F

## Certificates of Insurance

**JMZ Architects and Planners, P.C.**

190 Glen Street  
P.O. Box 725  
Glen Falls, NY 12801

tel 518-793-0786  
fax 518-793-1735  
JMZarchitects.com







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |
|---|--|
| PRODUCER<br>Loomis & LaPann Inc<br><br>P O Box 2158<br>Glens Falls NY 12801 | CONTACT NAME: Jennifer Collins                                     |
|   | PHONE (A/C, Ho, Ext): (518) 792-5841 FAX (A/C, No): (518) 793-3627 |
|   | E-MAIL ADDRESS: jcollins@loomislapann.com                          |
| INSURER(S) AFFORDING COVERAGE   |  |
| INSURER A: Sentinel Insurance Company                                       | NAIC # 11000   |
| INSURER B:  |  |
| INSURER C:  |  |
| INSURER D:  |  |
| INSURER E:  |  |
| INSURER F:  |  |

COVERAGES CERTIFICATE NUMBER: CL1361706174 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                | X         |          | 01SBAA08841   | 7/1/2013                | 7/1/2014                | EACH OCCURRENCE \$ 1,000,000                           |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 1,000,000 |
|          |  |           |          |               |                         |                         | MED EXP (Any one person) \$ 10,000                     |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                         |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                    |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS                               |           |          | 01UECJX1690   | 7/1/2013                | 7/1/2014                | COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000       |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                          |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                        |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                      |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE               |           |          |               |                         |                         | PIP-Basic \$   |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | 01SBAA08841   | 7/1/2013                | 7/1/2014                | EACH OCCURRENCE \$ 3,000,000                           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           | N/A      |               |                         |                         | AGGREGATE \$ 3,000,000                                 |
|          |  |           |          |               |                         |                         | WC STATUTORY LIMITS OTH-ER                             |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                          |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Subject to actual policy conditions.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| Mohawk Valley Community College<br>1101 Sherman Drive<br>Utica, NY 13502-5394 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><br>Gregory Joly/JEIC   |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/5/2014

PRODUCER (201)262-1200 FAX: (201)262-7810  
 Fenner & Esler  
 467 Kinderkamack Road  
 P. O. Box 60  
 Oradell NJ 07649-0060  
 INSURED  
 JMZ Architects and Planners, P.C.  
 190 Glen Street  
 PO Box 725  
 Glens Falls NY 12801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

|                             |                           |        |
|-----------------------------|---------------------------|--------|
| INSURERS AFFORDING COVERAGE |                           | NAIC # |
| INSURER A                   | Catlin Insurance Company, | 19518  |
| INSURER B                   |                           |        |
| INSURER C                   |                           |        |
| INSURER D                   |                           |        |
| INSURER E                   |                           |        |

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |
|----------------------|--|-----------------|------------------------------------|-------------------------------------|--|
|                      | <b>GENERAL LIABILITY</b><br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE    OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY    PRO-JECT    LOC                                 |                 |                                    |                                     | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPIOP AGG \$ |
|                      | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS  |                 |                                    |                                     | COMBINED SINGLE LIMIT (Ea accident) \$<br><br>BODILY INJURY (Per person) \$<br><br>BODILY INJURY (Per accident) \$<br><br>PROPERTY DAMAGE (Per accident) \$                        |
|                      | <b>GARAGE LIABILITY</b><br>ANY AUTO  |                 |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br><br>OTHER THAN EA ACC \$<br>AUTO ONLY AGG \$   |
|                      | <b>EXCESS / UMBRELLA LIABILITY</b><br>OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$  |                 |                                    |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br><br>\$<br>\$   |
|                      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below |                 |                                    |                                     | WC STATUTORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A                    | <b>OTHER Professional Liability</b>  | AED-678063-0914 | 9/12/2013                          | 9/12/2014                           | Per Claim Limit \$2,000,000<br>Aggregate Limit \$2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

Mohawk Valley Community College  
 1101 Sherman Drive  
 Utica, NY 13502-5394

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/JEAN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

PRODUCER (201)262-1200 FAX: (201)262-7810

Fenner & Esler  
467 Kinderkamack Road  
P. O. Box 60

Oradell NJ 07649-0060

INSURED

JMZ Architects and Planners, P.C.

190 Glen Street

PO Box 725

Glens Falls NY 12801

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## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Catlin Insurance Company,

19518

INSURER B

INSURER C

INSURER D

INSURER E

## COVERAGES

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| INSR ADD'L<br>LTR INSRD | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS   |
|-------------------------|--|-----------------|---------------------------------------|--|--|
|                         | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PRO-JECT LOC   |                 |                                       |  | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|                         | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS   |                 |                                       |  | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|                         | GARAGE LIABILITY<br>ANY AUTO   |                 |                                       |  | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY AGG \$   |
|                         | EXCESS / UMBRELLA LIABILITY<br>OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/><br><br>DEDUCTIBLE<br>RETENTION \$   |                 |                                       |  | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
|                         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under SPECIAL PROVISIONS below |                 |                                       |  | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A                       | OTHER Professional Liability   | AED-678063-0914 | 9/12/2013                             | 9/12/2014                              | Per Claim Limit \$2,000,000<br>Aggregate Limit \$2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Oneida County  
800 Park Ave.  
Utica, NY 13501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/JEAN

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

|  |   |
|--|---|
| <p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>JMZ ARCHITECTS &amp; PLANNERS PC<br/>190 GLEN STREET PO BOX 725<br/>GLENS FALLS, NY 12801</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured<br/>518-793-0786</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number<br/>141677699</p>   |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>MOHAWK VALLEY COMMUNITY COLLEGE<br/>AND ONEIDA COUNTY<br/>1101 SHERMAN DRIVE<br/>UTICA, NY 13502</p>  | <p>3a. Name of Insurance Carrier<br/>THE CHARTER OAK FIRE INSURANCE COMPANY</p> <p>3b. Policy Number of entity listed in box "1a"<br/>UB-1D54925A-13</p> <p>3c. Policy effective period:<br/>07/01/2013 to 07/01/2014</p> <p>3d. The Proprietor, Partners or Executive Officers are<br/><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)<br/><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kelly Allison  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kelly Allison 02/05/2014  
(Signature) (Date)

Title: Insurance Services Rep.

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 677-0428

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



## Workers' Compensation Law

### Section 57. Restriction on Issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



JMZARCH-01

RER1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Automatic Data Processing Insurance Agency, Inc<br>1 ADP Boulevard<br>Roseland, NJ 07068 |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |  |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|   |  | <b>INSURER A:</b> Charter Oak Fire Insurance Company (The)                         |  |
|   |  | <b>INSURER B:</b>  |  |
|   |  | <b>INSURER C:</b>  |  |
|   |  | <b>INSURER D:</b>  |  |
|   |  | <b>INSURER E:</b>  |  |
|   |  | <b>INSURER F:</b>  |  |
| <b>INSURED</b><br>JMZ ARCHITECTS & PLANNERS PC<br>190 Glen Street Po Box 725<br>Glens Falls, NY 12801       |  | <b>NAIC #</b><br>25615   |  |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD   | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|----------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                            |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |  |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y <input type="checkbox"/> N<br>N/A           | IOUB1D54925A13 | 7/1/2013                | 7/1/2014                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| Mohawk Valley Community College<br>1101 Sherman Drive<br>Utica, NY 13502-5394 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |

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JMZARCH-01

RER1

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Automatic Data Processing Insurance Agency, Inc<br>1 ADP Boulevard<br>Roseland, NJ 07068 | <b>CONTACT NAME:</b> _____<br><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> _____  |                               |        |  |       |             |  |             |  |             |  |             |  |             |
|---|---|-------------------------------|--------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
|   | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Company (The)</td> <td>25615</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Charter Oak Fire Insurance Company (The) | 25615 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER A : Charter Oak Fire Insurance Company (The)  | 25615   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER B :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER C :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER D :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER E :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| INSURER F :   |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |
| <b>INSURED</b><br>JMZ ARCHITECTS & PLANNERS PC<br>190 Glen Street Po Box 725<br>Glens Falls, NY 12801       |   |                               |        |  |       |             |  |             |  |             |  |             |  |             |

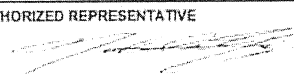
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD               | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|----------------------------------|----------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                  |                |                         |                         | EACH OCCURRENCE \$ _____<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____<br>MED EXP (Any one person) \$ _____<br>PERSONAL & ADV INJURY \$ _____<br>GENERAL AGGREGATE \$ _____<br>PRODUCTS - COMP/OP AGG \$ _____<br>\$ _____ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                                  |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ _____<br>BODILY INJURY (Per person) \$ _____<br>BODILY INJURY (Per accident) \$ _____<br>PROPERTY DAMAGE (Per accident) \$ _____<br>\$ _____  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____   |                                  |                |                         |                         | EACH OCCURRENCE \$ _____<br>AGGREGATE \$ _____<br>\$ _____   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N <input type="checkbox"/> N/A | IOUB1D54925A13 | 7/1/2013                | 7/1/2014                | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$ 1,000,000<br>E L DISEASE - EA EMPLOYEE \$ 1,000,000<br>E L DISEASE - POLICY LIMIT \$ 1,000,000                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| Oneida County<br>800 Park Ave<br>Utica, NY 13501- | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501

Work Phone: 798-5900 ♦ Home Phone: 337-9045

January 22, 2014

FN 20 14 - 066

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

**READ & FILED**

Dear Mr. Billard:

Please be advised that I am currently a member of the Board of Directors for the Rome Baseball Association and my wife, Frances Fiorini works part-time as an usher at the Turning Stone Casino.

I am making this disclosure of interest in the aforementioned in compliance with Section 80B of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

GERALD J. FIORINI  
Oneida County Legislator  
7th District



# 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

Frank D. Tallarino  
Minority Leader

January 22, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

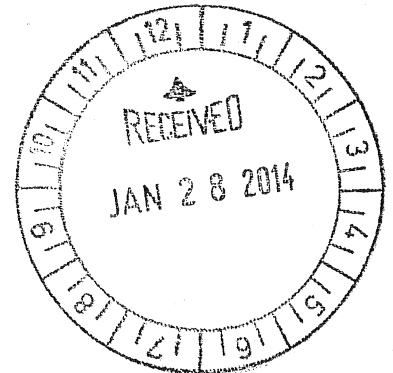
Dear Mr. Billard:

Please be advised that I am associated with the North Utica Senior Citizens Recreation Center, Inc. located at 121 Herkimer Road, Utica, NY 13502.

I am making this disclosure of interest in the aforementioned in compliance with Section 80B of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

EMIL R. PAPARELLA  
Oneida County Legislator  
23rd District





# 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

Frank D. Tallarino  
Minority Leader

January 22, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

Dear Mr. Billard:

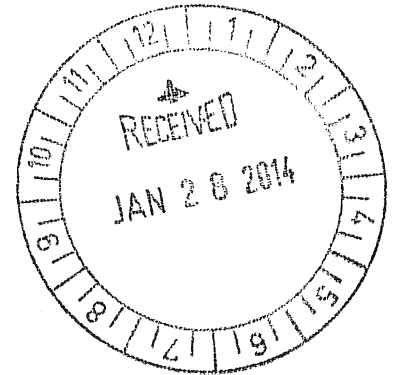
Please be advised that I am President and majority stockholder of Arlott's Office Products, Inc., 820 Charlotte St, Utica, NY; I am a member of the Board of Directors for Insight House, a member of the Board of the Oneida-Herkimer Solid Waste Authority and a member of the ARC Board of Oneida-Lewis Counties.

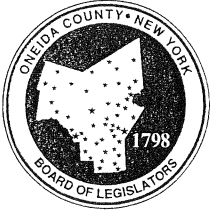
I am making this disclosure of interest in the aforementioned in compliance with Section 80B of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

*James M. D'Onofrio*

JAMES M. D'ONOFRIO  
Oneida County Legislator  
15<sup>th</sup> District





# 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

Frank D. Tallarino  
Minority Leader

January 22, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14 - 066

**READ & FILED**

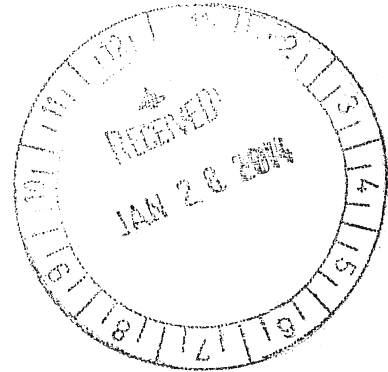
Dear Mr. Billard:

Please be advised that I am currently employed by Lochner Engineers, PC, 181 Genesee St, Utica as a Senior Associate, am Chairman of the Town of Lee Fire District, Board of Fire Commissioners at PO Box 156, Lee Center, NY 13363 and my wife Pamela Mandryck is the Minority Legislative Analyst for the Board of Legislators.

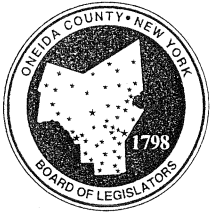
I am making this disclosure of interest in the aforementioned in compliance with Section 80B of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

BRIAN P. MANDRYCK  
Oneida County Legislator  
17th District







# 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

Frank D. Tallarino  
Minority Leader

January 21, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

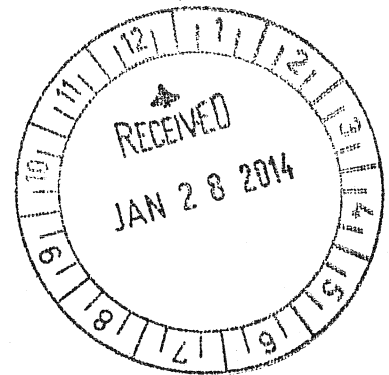
Dear Mr. Billard:

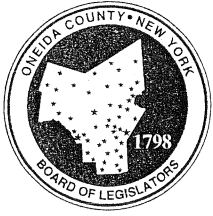
Please be advised that I am employed at RTD Manufacturing Company in Rome, NY and my wife Debra is employed by MVCC.

I am making this disclosure of interest in the aforementioned in compliance with Section 80B of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

MICHAEL B. WATERMAN  
Oneida County Legislator  
5<sup>th</sup> District





# 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  
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George Joseph  
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Frank D. Tallarino  
Minority Leader

January 21, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

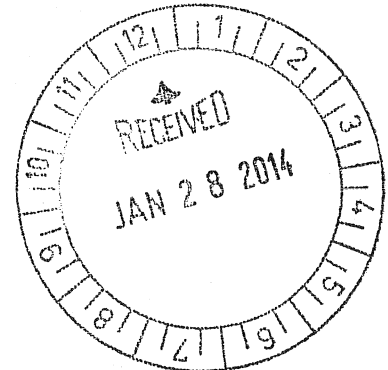
Dear Mr. Billard:

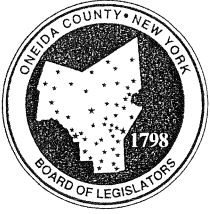
Please be advised that I am employed at the Harden Furniture Company in McConnellsville, NY

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

NORMAN LEACH  
Oneida County Legislator  
3rd District





# 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

Frank D. Tallarino  
Minority Leader

January 21, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

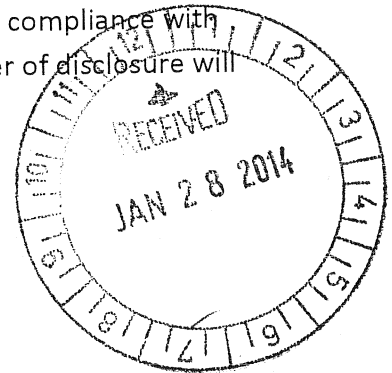
Dear Mr. Billard:

Please be advised that I am a self-employed auctioneer with Auctions by Les Porter, Main Street, Remsen, NY. In addition, I volunteer my services as an auctioneer at Oneida County land auctions.

I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

LES PORTER  
Oneida County Legislator  
6<sup>th</sup> District





# 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

Frank D. Tallarino  
Minority Leader

January 21, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

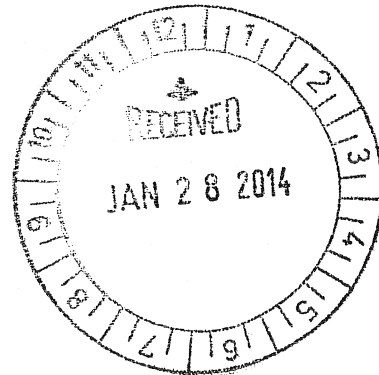
Dear Mr. Billard:

Please be advised that I am an owner/managing partner with Advantage Abstract Company Inc. with an office at 253 Genesee Street in Utica, NY.

I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

D. CHAD DAVIS  
Oneida County Legislator  
14th District





# 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

Frank D. Tallarino  
Minority Leader

January 21, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14-066

**READ & FILED**

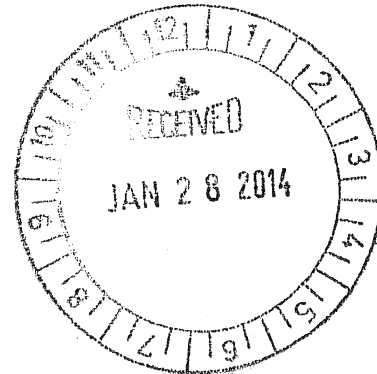
Dear Mr. Billard:

Please be advised that I am an owner/managing partner with Advantage Abstract Company Inc. with an office at 253 Genesee Street in Utica, NY.

I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

D. CHAD DAVIS  
Oneida County Legislator  
14th District





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Majority Leader

Frank D. Tallarino  
Minority Leader

January 22, 2014

Mikale Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 14 - 066

**READ & FILED**

Dear Mr. Billard:

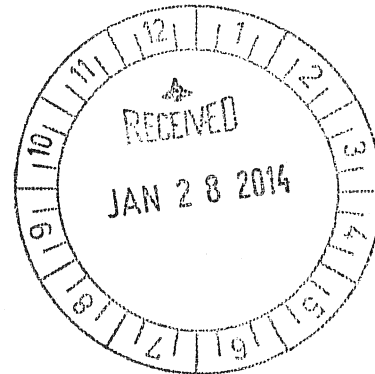
Please be advised that I am owner of F.D. Tallarino & Co., 7883 W. Thomas Street, Rome N. Y.

I am making this disclosure of interest in the aforementioned in compliance with Section 80B of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

*Frank D. Tallarino*

FRANK D. TALLARINO  
Oneida County Legislator  
12th District





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 14c-067

January 24, 2014

**READ & FILED**

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

Dear Chairman Fiorini:

Under the provisions of Article III, Section 311 of the Oneida County Charter and Administrative Code, Section 310, I have designated Kathy M. Pilbeam for re-appointment to the position of Director of Real Property Services for a six (6) year term ending September 30, 2019.

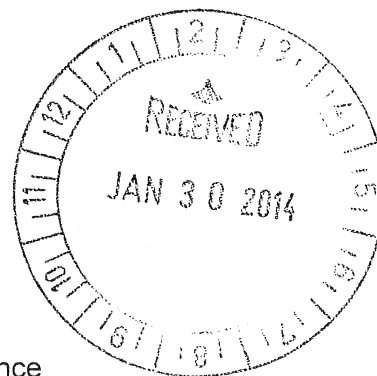
Kathy M. Pilbeam possesses all the necessary experience and qualifications for the duties of Director of Real Property Tax Services. A resume is on file in my office.

The grade and step for this position at October 1, 2013 was set at Grade 36M, Off-2009. This appointment does not require confirmation by the Board of Legislators; however, I would ask that you memorialize this letter into the record as read and filed.

Sincerely,

Anthony J. Picente, Jr.  
Oneida County Executive

AJP/bad



cc: Education Services, NYS Department of Taxation and Finance  
Anthony Carvelli, Oneida County Commissioner of Finance  
John Talerico, Oneida County Commissioner of Personnel  
Kathy M. Pilbeam, Real Property Tax Director

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

**MEMORIALIZING PETITION**

FN 20 14 - 068 F.N. 2014-

SPONSOR(S): Frank Tallarino

**READ & FILED**

**A MEMORIALIZING PETITION URGING THE NEW YORK STATE ASSEMBLY, NEW YORK STATE SENATE AND NEW YORK STATE GOVERNOR CUOMO TO SUPPORT AND ENACT A07390/S01721B, KNOWN AS "THE PROTECT OUR CHILDREN ACT" DESIGNED TO PREVENT RELATED SENSELESS AND UNJUSTIFIABLE ACTS FROM OCCURRING WITHOUT PUNISHMENT TO THE OFFENDERS**

**WHEREAS**, the County of Oneida has recently joined the long list of municipalities suffering the loss of a child as a result of negligence and a refusal to provide knowledge to law enforcement regarding the whereabouts and condition of the child in question; and

**WHEREAS**, the County of Oneida has endured the loss of other children, such as Sara Ann Wood, through abduction and a refusal to cooperate on the part of the abductor; and

**WHEREAS**, our children are our most precious and valued members of our population, deserving of any and all means of protection that is available to be provided; and

**WHEREAS**, the lack of concern and empathy for the weakest among us cannot be tolerated, therefore requiring substantive and substantial ramifications for any and all involved with knowingly placing a minor in harm's way; and

**WHEREAS**, there is currently a lack of legal ramifications regarding a failure to report the death and/or unexplained disappearance of a minor; and

**WHEREAS**, there is currently a lack of legal ramifications pertaining to the prosecution of those who have knowledge pertaining to such circumstances but refuse to provide the truthful and accurate information in an expeditious manner to law enforcement; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the members of the Oneida County Board of Legislators believe it is their responsibility to ensure that corrective actions are undertaken with regard to this situation; and

**BE IT FURTHER RESOLVED**, that our state and county representatives should all stand together to take every possible measure to protect those who are the least able to protect themselves and move the legislation A07390/S01721B reflected in "The Protect Our Children Act" forward for passage and implementation as a tool for law enforcement and definitive action to protect those who cannot protect themselves; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William Magee, New York State Assembly Marc Butler, and all others deemed necessary and proper.



LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank D. Tallarico  
Supt. M. J. J. J.  
John Long  
Cynthia Ford  
Kenny Lee  
William Goodman  
Chad DeWitt  
Derek J. J.  
Joe Ann Conventino

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

Dated: January 15, 2014

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

**MEMORIALIZING PETITION**

FN 20 14-069 F.N. 2014-

SPONSOR(S): Frank Tallarino

**READ & FILED**

**A MEMORIALIZING PETITION URGING THE NEW YORK STATE ASSEMBLY, NEW YORK STATE SENATE AND NEW YORK STATE GOVERNOR CUOMO TO SUPPORT AND ENACT A0775A/S1776, WHICH AMENDS AGRICULTURE AND MARKETS LAW AND THE PENAL LAW IN RELATION TO PROMOTING UNDERSTANDING, AWARENESS AND ENFORCEMENT OF ANIMAL CRIMES LAWS**

**WHEREAS**, the existing legislation pertaining to animal cruelty is found in Agriculture and Markets Law and is more appropriately located in Penal Law; and

**WHEREAS**, the existing Agriculture and Markets statutes contain and are comprised of antiquated passages, vague definitions and concepts and outmoded language which should be modified to reflect current technology and culture; and

**WHEREAS**, the necessary changes require redefining statutory terms, re-titling animal crimes offenses, altering the classification of certain animal crimes offenses, delineating specific sentencing provisions for animal crimes offenses, and introducing various new animal crimes offenses; and

**WHEREAS**, the proposed legislation creates a hierarchy of offenses for charging, plea-bargaining and cross-referencing purposes; and

**WHEREAS**, A0775A and S1776 would enable law enforcement and the justice system to more accurately and consistently apply punishment to those found guilty of animal abuse and inhumane treatment; and

**WHEREAS**, A0775A and S1776 will facilitate the reduction of animal abuse crimes in New York and in New York's Public Schools by providing tools to law enforcement and the judicial system to educate the public of the responsibilities and accepted practices regarding animals and thus improve the overall quality of life in New York; and

**NOW THEREFORE BE IT RESOLVED that** the members of this Board of Legislators finds it appropriate and reasonable to support the passage of A0775A and S1776 in the New York State Assembly and the New York State Senate; and

**BE IT FURTHER RESOLVED** that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William Magee, New York State Assembly Marc Butler, and all others deemed necessary and proper.

# Supporting the Passage of A0775A/S1776 Regarding Animal Crimes

## LEGISLATORS SUPPORTING PETITION

## LEGISLATORS OPPOSING PETITION

Frank D. Gallarini  
Joseph M. Jurek  
Richard King  
Kenneth Lott  
Sammy Papp  
William Goodman  
Chad Davis  
Gerald W. ...  
Eusebio Conventura

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

Dated: January 15, 2014

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

**MEMORIALIZING PETITION**

FN 20

14 ~~14~~

070  
F.N. 2014-

SPONSOR(S): Frank Tallarino

**READ & FILED**

**A MEMORIALIZING PETITION URGING THE NEW YORK STATE ASSEMBLY, NEW YORK STATE SENATE AND NEW YORK STATE GOVERNOR CUOMO TO SUPPORT AND ENACT A8189/S5966, WHICH ESTABLISHES A CAREER AND TECHNICAL EDUCATION (CTE) DIPLOMA**

**WHEREAS**, today's manufacturers increasingly depend upon workers with technical skills and are often unable to find qualified applicants to fill job vacancies; and

**WHEREAS**, there are many students who are searching for a pathway to success in a technical or manufacturing job; and

**WHEREAS**, a Career and Technical Education (CTE) diploma in New York's public schools that combines technical, career-oriented classes and curriculum with the opportunity to gain valuable work experience could be extremely beneficial to both the manufacturing and technically-oriented employers as well as to the school-age youth; and

**WHEREAS**, this career pathway would result in students gaining technical, hands-on experience in welding, mechanical technology, computer systems and networking, green energy, and other fields experiencing shortages of qualified employees in New York State; and

**WHEREAS**, a CTE Diploma will teach those skill sets essential for students to obtain employment in a variety of good-paying and vital fields, including high-tech manufacturing, nanotechnology, cybersecurity, biosciences, and other areas; and

**WHEREAS**, this effort offers great potential to reduce high-school dropout rates in New York State, eases the state's 'middle skills jobs gap' and encourages our young people to remain in New York State; and

**WHEREAS**, A8189 and S5966 would establish this much needed Career and Technical Education (CTE) Diploma in New York's Public Schools;

**NOW THEREFORE BE IT RESOLVED that** the members of this Board of Legislators finds it appropriate and reasonable to support the passage of A8189 and S5966 in the New York State Assembly and the New York State Senate; and

**BE IT FURTHER RESOLVED** that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William Magee, New York State Assembly Marc Butler, and all others deemed necessary and proper.

Frank J. Ferraro  
Joseph M. Jurgel

René

Harmony Specter  
William Goodman  
Chad Smith

→ [Signature]

RK

[Signature]  
Tom Leahy

Edn I. P...

[Signature]  
Rose Ann Conventino

Supporting the Establishing of the Career and Technical Education (CTE)  
Diploma (A8189/S5966) in New York Public Schools

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank D. Tallarico  
Richard Long  
Dorothy Lewis  
William Goodman  
Joseph J. Jozef  
Chad Scott  
Mark Martin

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

Dated: January 15, 2014

**NEW YORK**  
state department of  
**HEALTH**

Nirav R. Shah, M.D., M.P.H.  
Commissioner

Sue Kelly  
Executive Deputy Commissioner

January 8, 2014

FN 20 14-071

Mr. Mikale Billard  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501-2977

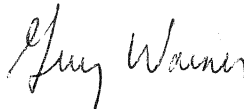
**READ & FILED**

Dear Mr. Billard:

Please find enclosed a signed copy of the Order of Consolidation for the Village of Barneveld (District # 3232), Village of Holland Patent (District #3230), Village of Prospect (District # 3231) and the Town of Trenton (District# 3269) into a single primary registration district, Town of Trenton (District # 3269).

If you have any questions, please feel free to contact me at 518-474-5245.

Sincerely,



Guy Warner  
Director  
Vital Records

Enclosure

STATE OF NEW YORK: DEPARTMENT OF HEALTH

ORDER IN THE MATTER

OF

THE CONSOLIDATION OF

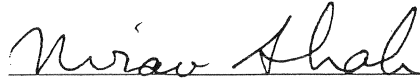
Village of Barneveld, Village of Holland Patent, Village of Prospect and Town of Trenton  
into a single primary registration district pursuant to  
Section 4120(2)(a) of the Public Health Law

The Village of Barneveld (District #3232), the Village of Holland Patent (District #3230), the Village of Prospect (District #3231) and the Town of Trenton (District #3269), all constituting separate primary registration districts located in Oneida County, each having adopted resolutions or requested, in effect, that they be consolidated into a single primary registration Town of Trenton (District #3269). This request has been approved by the Oneida County Board of Legislators.

**IT IS HEREBY ORDERED THAT:**

Village of Barneveld (District #3232), Village of Holland Patent (District # 3230), Village of Prospect (District # 3231) and the Town of Trenton (District #3269) are hereby consolidated into a single primary registration district pursuant to Section 4120(2)(a) of the Public Health Law, such consolidation to take effect immediately.

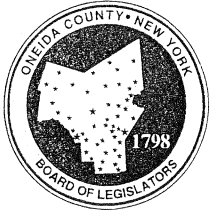
The Town of Trenton (District #3269) will assume all vital statistics registration duties which have been exercised by the Village of Barneveld (District #3232), the Village of Holland Patent (District # 3230) and the Village of Prospect (District # 3231) and will maintain all birth, death and burial permit files formerly maintained by the Village of Barneveld (District #3232), the Village of Holland Patent (District # 3230) and the Village of Prospect (District # 3231). The Town of Trenton (District #3269) will administer any and all requests for information formerly possessed by the Village of Barneveld (District #3232), the Village of Holland Patent (District # 3230) and the Village of Prospect (District # 3231), including requests for certified copies and/or genealogical copies of these records, and will hereafter receive and register all records which would have formerly been filed and registered in the Village of Barneveld (District #3232), the Village of Holland Patent (District # 3230) and the Village of Prospect (District # 3231).



Nirav R. Shah, M.D., M.P.H.  
Commissioner of Health  
New York State Department of Health

DATED: 1/6/14  
Albany, New York





# 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

Frank D. Tallarino  
Minority Leader

February 4, 2014

FN 20 14 072

Herkimer-Oneida Counties  
Government Policy and Liaison Committee  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

**READ & FILED**

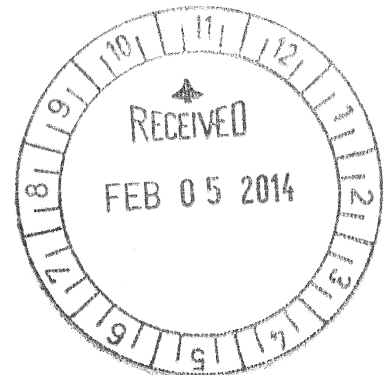
Gentlemen:

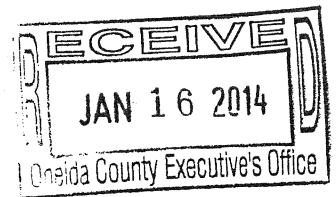
Please be advised that I have once again appointed Oneida County Legislator, Emil R. Paparella, 613 Locust Drive, Utica, New York 13502, to represent me at all meetings of the Herkimer-Oneida Counties Governmental Policy and Liaison Committee.

Sincerely,

GERALD J. FIORINI, CHAIRMAN  
ONEIDA COUNTY BOARD OF LEGISLATORS

GJF:pp  
Cc: Emil Paparella





Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Brenda Breen  
Patricia Ferrone  
Lynarda J. Girmonde

## CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

FN 20 14-073  
GOVERNMENT OPERATIONS  
WAYS & MEANS

January 16, 2014

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

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

Date 1/15/14

Dear County Executive Picente:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the Tax Commission and accompanied by a resolution approved and passed by the Board before April 1, 2014. This process was developed to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$429,740.00. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1ST, 2014 in order to take effect.

Respectfully submitted,

Sandra J. DePerno  
Oneida County Clerk

CC: Hon. Gerald J. Fiorini, Chairman of the Board  
Hon. Michael Waterman, Chairman, Government Operations

MORTGAGE TAX COLLECTION EXPENSE 2014

| <u>Personnel</u>          | <u>A</u><br><u>Percent</u> | <u>B</u><br><u>Base Salary</u> | <u>C</u><br><u>Fringe Benefits</u><br><u>B x 42%</u><br>42% | <u>D</u><br><u>Salary plus Fringe</u><br><u>B + C</u> | <u>Annual Salary Cost</u><br><u>A x D</u> |
|---------------------------|----------------------------|--------------------------------|---|---|---|
| County Clerk              | 9%                         | \$67,952                       | \$28,540  | \$96,492  | \$8,684                                   |
| 1st Deputy Clerk          | 36%                        | \$43,151                       | \$18,123  | \$61,274  | \$22,059                                  |
| Deputy County Clerk - #5  | 36%                        | \$32,875                       | \$13,808  | \$46,683  | \$16,806                                  |
| Deputy County Clerk - #6  | 36%                        | \$32,875                       | \$13,808  | \$46,683  | \$16,806                                  |
| 2nd Deputy Clerk - #22    | 36%                        | \$53,889                       | \$22,633  | \$76,522  | \$27,548                                  |
| Deputy Clerk - #1N        | 36%                        | \$42,830                       | \$17,989  | \$60,819  | \$21,895                                  |
| Senior Clerk - #14        | 50%                        | \$39,823                       | \$16,726  | \$56,549  | \$28,275                                  |
| Clerk - #23               | 36%                        | \$22,650                       | \$9,513   | \$32,163  | \$11,579                                  |
| Senior Clerk - #15        | 45%                        | \$23,247                       | \$9,764   | \$33,011  | \$14,855                                  |
| Senior Clerk - #21        | 10%                        | \$24,086                       | \$10,116  | \$34,202  | \$3,420                                   |
| Senior Clerk - #18        | 65%                        | \$39,823                       | \$16,726  | \$56,549  | \$36,757                                  |
| Senior Clerk - #16        | 36%                        | \$35,552                       | \$14,932  | \$50,484  | \$18,174                                  |
| Senior Clerk - #17        | 50%                        | \$37,552                       | \$15,772  | \$53,324  | \$26,662                                  |
| Senior Clerk - #8         | 50%                        | \$35,591                       | \$14,948  | \$50,539  | \$25,271                                  |
| Clerk - #19               | 36%                        | \$23,461                       | \$9,854   | \$33,315  | \$11,993                                  |
| <b>EMPLOYEE SUB-TOTAL</b> |                            |                                |   |   | <b>\$290,783</b>                          |

| <u>OTHER COSTS</u>      | <u>A</u><br><u>Percentage</u> | <u>B</u><br><u>Monthly Fee</u> | <u>C</u><br><u>No. of Months</u> | <u>Annual Cost</u><br><u>A x B x C</u> |
|-------------------------|-------------------------------|--------------------------------|----------------------------------|--|
| Computer Support Costs  | 27%                           | \$14,200                       | 12                               | \$46,008                               |
| Postage                 | 100%                          | \$2,510                        | 12                               | \$30,120                               |
| General Office Supplies | 12%                           | \$2,000                        | 12                               | \$2,880                                |
| Copy Costs              | 100%                          | 350                            | 12                               | \$4,200                                |
| <b>TOTAL</b>            |                               |                                |                                  | <b>\$83,208</b>                        |

|                          | <u>A</u><br><u>No. of Cubic Feet</u> | <u>B</u><br><u>Cost Per Foot</u> | <u>C</u><br><u>No. of Months</u> | <u>Annual Cost</u><br><u>A x B x C</u> |
|--------------------------|--------------------------------------|----------------------------------|----------------------------------|--|
| Storage Space (Inactive) | 35                                   | \$6                              | 12                               | \$2,520                                |
| <b>TOTAL</b>             |                                      |                                  |                                  | <b>\$2,520</b>                         |

| <u>OFFICE SPACE/LIGHT/HEAT</u> | <u>A</u><br><u>Percentage</u> | <u>B</u><br><u>No. of Square Feet</u> | <u>C</u><br><u>Cost Per Foot</u> | <u>D</u><br><u>No. of Months</u> | <u>Annual Cost</u><br><u>A x B x C x D</u> |
|--------------------------------|-------------------------------|---------------------------------------|----------------------------------|----------------------------------|--|
| General Office Area            | 40%                           | 500                                   | \$18.12                          | 12                               | \$43,488                                   |
| Mortgage Tax Clerk Office      | 80%                           | 56                                    | \$18.12                          | 12                               | \$9,741                                    |
| <b>TOTAL</b>                   |                               |                                       |                                  |                                  | <b>\$53,229</b>                            |

**TOTAL OTHER COSTS**

\$138,957

**TOTAL ALL COSTS TO ONEIDA COUNTY**

**\$429,740**

# Griffiss International Airport



592 Hangar Road, Suite 200  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.  
County Executive

CHAD LAWRENCE  
Deputy Commissioner  
Of Aviation

FN 20 14 - 074  
AIRPORT

## WAYS & MEANS

January 13, 2014

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

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

Anthony J. Picente, Jr.  
County Executive

Date 2-7-2014

Re: Lease Agreement – Mohawk Valley Community College, Building 221

Dear County Executive Picente,

Please consider acceptance of this ten (10) year Hangar Lease Agreement between Griffiss International Airport and Mohawk Valley Community College.

Mohawk Valley Community College has developed an outstanding Air and Power Frame (A&P) program at Griffiss International Airport. The program has provided many qualified and well trained aircraft mechanics to support our 2 MRO facilities at the Airport.

The lease agreement provides for a ten (10) year lease term and \$50,000 in annual revenue.

If you concur with this agreement, please forward to the Board of Legislators for consideration.

Sincerely,

Chad Lawrence  
Deputy Commissioner of Aviation

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Mohawk Valley Community College

**Title of Activity or Service:** Lease Agreement building 221

**Proposed Dates of Operation:** January 1, 2014-December 31, 2023

**Client Population/Number to be Served:** Greater Mohawk Valley Region

**Summary Statements**

**1) Narrative Description of Proposed Services**

This lease agreement will lease building 221 to MVCC for the operation of their A&P School.

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

MVCC has established itself as an outstanding Airframe and Power plant facility.

**3) Program Design and Staffing** N/A

**Total Funding Requested:** \$500,000

**Account # A1781.13**

**Oneida County Dept. Funding Recommendation:** N/A

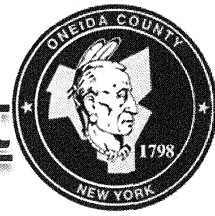
**Proposed Funding Sources (Federal \$/ State \$/County \$):**

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

**Past Performance Data:** N/A

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

# Griffiss International Airport



592 Hangar Road, Suite 200  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.  
County Executive

CHAD LAWRENCE  
Deputy Commissioner  
of Aviation

## COMMERCIAL HANGAR & RAMP USE AGREEMENT

This COMMERCIAL HANGAR & RAMP USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 14 day of January, 2014, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **Mohawk Valley Community College**, with its office and principal place of business located at 1101 Sherman Drive, Utica, New York (hereinafter referred to as "Tenant");

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### 1. Description and Use.

Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, that 15,000+ square foot building commonly referred to as Building 221 situate at 592 Hangar Road, Rome, New York, as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as the "Demised Premises". *The Demised Premises shall be used by Tenant for a classroom and/or laboratory in connection with tenant's aeronautical repair training program in accordance with Title 14, Code of Federal Regulations (CFR), Parts 65, 91 and/or 145, for the performance of maintenance, preventive maintenance, or alterations of an aircraft, airframe, aircraft engine, propeller, appliance, or component part to which Part 43 applies. Said use shall be conducted in compliance with applicable building and/or fire codes.*

### 2. Term.

a. The Term of this Agreement shall be for a period of ten (10) years, commencing on January 1, 2014 and ending on December 31, 2023 (the "Term"), unless this Agreement is sooner terminated in accordance herewith.

b. In the event the Tenant remains in possession of the Demised Premises (Exhibit A) after the expiration of the without extending the Agreement or without executing a new Lease, the Tenant shall be deemed to be occupying the premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Agreement insofar as they are applicable to a month-to-month tenancy until the premises are vacated by the Tenant or until the parties enter into a new Agreement, whichever is sooner.

3. Base Rent.

a. For the use of the Hangar, Tenant shall pay Rent in accordance with the following Rent Schedule:

| RENT SCHEDULE |             |              |
|---------------|-------------|--------------|
| Year          | Annual Rent | Monthly Rent |
| 1             | \$ 50,000   | \$ 4,166.66  |
| 2             | \$ 50,000   | \$ 4,166.66  |
| 3             | \$ 50,000   | \$ 4,166.66  |
| 4             | \$ 50,000   | \$ 4,166.66  |
| 5             | \$ 50,000   | \$ 4,166.66  |
| 6             | \$ 50,000   | \$ 4,166.66  |
| 7             | \$ 50,000   | \$ 4,166.66  |
| 8             | \$ 50,000   | \$ 4,166.66  |
| 9             | \$ 50,000   | \$ 4,166.66  |
| 10            | \$ 50,000   | \$ 4,166.66  |

b. Such payments shall be made by the first day of each month to the "County of Oneida" at 592 Hangar Road, Suite 200, Rome, NY 13441. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

4. Security Deposit.

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$ NONE as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "B" and the Standard Conditions annexed hereto.

6. Special Provisions.

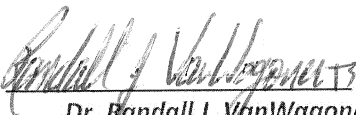
a. The Landlord shall provide all utilities at no additional cost to tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

County of Oneida – LANDLORD

Mohawk Valley Community College – TENANT

BY: \_\_\_\_\_  
*Anthony J. Picente, Jr.*  
County Executive

BY:   
*Dr. Randall J. VanWagoner*  
President

Approved as to form only:

  
\_\_\_\_\_  
Oneida County Attorney

## EXHIBIT "B" - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. **Proration of Rent.** In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar was enjoyed by Tenant.

3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.

4. **Security Deposit.** The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if demand, such failure shall constitute a material breach of the Agreement.

5. **Permitted Uses; Prohibited Uses.**

a. The Hangar and Ramp area shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.

b. In that the Hangar and Ramp area is located at the Griffiss International Airport, Tenant shall not use the Hangar and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar and Ramp area is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.

c. Tenant will not make or permit any use of the Hangar and/or Ramp area that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.

6. **Ingress and Egress.** Tenant shall have reasonably necessary right of ingress and egress to the Hangar and Ramp area. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar and Ramp areas shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

7. **Utilities and Services.** Except as provided for in the Agreement, Landlord shall be responsible for the costs and payments of all utilities and services, including, electricity, water, gas, and sewer service, furnished to the Hangar. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct..

8. **Casualty.** In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the



Hangar is rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

**9. Insurance and Indemnification.**

a. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate / . The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenants or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's Rents and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

**10. Environmental Indemnity.**

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited to gasoline, on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Hangar and/or Ramp area. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted from the Tenant's use, the Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage.

**11. Obligations of Landlord.** Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Ramp area, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar and Ramp area. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

## 12. Obligations of Tenant.

- a. **Storage.** The Hangar and Ramp area shall be used only as described in the Agreement.
- b. **Maintenance and Repair.** Tenant shall maintain the Hangar and Ramp area in a neat and orderly condition, and shall keep the Hangar floor and Ramp area pavement clean and clear of oil, grease, or toxic chemicals. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.
- c. **Damage.** Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar and/or Ramp area caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.
- d. **Tenant's Personal Property.** All personal property placed or moved into the Hangar and Ramp area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar and Ramp area is at Tenant's sole risk.
- e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar and Ramp area, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' Rents, arising from or resulting out of, or in any way caused by, Tenant's sole failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.
- f. **Surrender upon Termination.** On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and Ramp area and shall remove aircraft and all other property therein, leaving the Hangar and Ramp area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar and Ramp area caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and Ramp area and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.
- g. **Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant or negatively affect Tenant's business. The parties agree that Tenant's use of the Hangar and Ramp area and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.
- h. **Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

i. **Covenant Not to Abandon.** Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

j. **Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

k. **Covenant of Continuous Operations.** The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

13. **Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar and Ramp area on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Hangar and Ramp area, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Hangar and Ramp area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and Ramp area and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

**14. Reservation of Rights by Landlord.**

a. **Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right upon reasonable notice to enter upon the Hangar and Ramp area and make improvements to or on the Hangar and Ramp area. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Hangar and/or Ramp area in other areas of the airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

**15. Right of Access and Inspection.**

a. Landlord will retain a key for access to the Hangar, Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

**16. Assurance Agreements.** The Hangar and Ramp area is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. Landlord represents, certifies, and warrants to Tenant that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, Tenant shall have the right of immediate unilateral termination of this Agreement.

**17. Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar and/or Ramp area, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

**18. Airspace.** As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar and Ramp area, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar and Ramp area to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar and Ramp area which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

**19. No Grant of Exclusive Right or Privilege.** Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar and Ramp area in accordance with the Agreement.

**20. Sub-Agreement, Sub-lease, and Assignment Prohibited.**

a. Tenant shall not sub-agreement or sub-lease the Hangar and Ramp area or assign the Agreement without prior written approval of Landlord, which approval will not be unreasonably withheld. The parking and storage of aircraft not owned or leased by Tenant in the Hangar and/or Ramp area for extended periods shall constitute a sub-agreement. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

**21. Condition of Premises.** Tenant shall accept, and has accepted, the Hangar and Ramp area in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Hangar.

**22. Disclaimer of Warranty and Responsibility for Securing Aircraft.** Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing by Tenant. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

**23. Alterations; Liens.**

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises place against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar or on the Ramp area to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

**24. Events of Default by Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

**25. Remedies on Default by Tenant.** In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and Ramp area and to remove the aircraft and any other property of Tenant from the Hangar and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar and/or Ramp area, and loss of Rent through the inability to re-let the Hangar and/or Ramp area.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

**26. Waiver of Breach.** Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

27. **Surrender at End of Lease.** Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in the same condition described in paragraph 21 above, fair wear and tear excepted.

28. **Notices.** All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

29. **Termination Provisions.**

30. **Miscellaneous Provisions.**

a. **Successors Bound.** The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. **Joinder by Guarantor; Personal Guarantee.** By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

c. **Construction of Agreement.** Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

d. **Severability.** In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

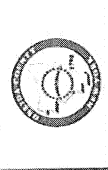
e. **Joint Obligations.** If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

f. **Entire Agreement.** The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar and Ramp area shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

g. **Written Modifications.** No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

h. **Venue; Law.** Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

**C&S COMPANIES**  
**C&S Engineers, Inc.**  
 100 West Broadway, Suite 100  
 Syracuse, New York 13202  
 Phone: 315-452-2000  
 Fax: 315-452-2001  
 www.c2s.com



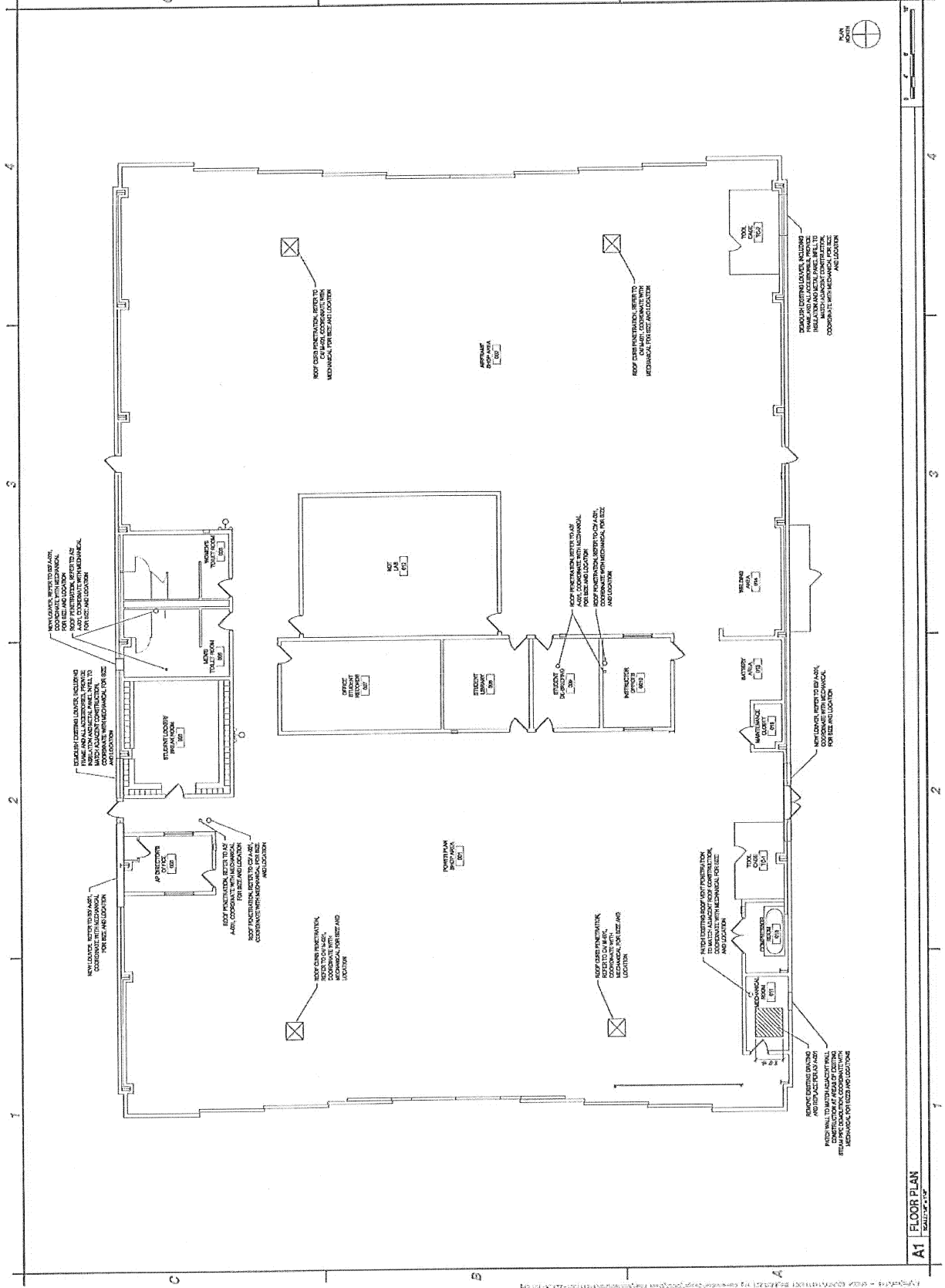
**ONEIDA COUNTY  
 GRIFFISS INTERNATIONAL  
 BUILDING # 221  
 HEATING SYSTEM CONVERSION  
 ROME, NEW YORK**

| MARK  | DATE         | DESCRIPTION |
|---|--------------|-------------|
| REVISIONS   |              |             |
| PROJECT NO.   | 14611100     |             |
| DATE  | 2/27/2013    |             |
| DRAWN BY  | J. J. MURPHY |             |
| CHECKED BY  | J. J. MURPHY |             |
| SCALE   | AS SHOWN     |             |
| NO. ALLIANCE IN UNIFIED REGION<br>THIS PLAN IS SUBJECT TO THE<br>JURISDICTION OF THE STATE OF<br>NEW YORK |              |             |

**ARCHITECTURAL  
 FLOOR  
 PLAN**

**A-101**

Copyright ©



**A1 | FLOOR PLAN**

SCALE: 1/8" = 1'-0"



ADDENDUM

THIS ADDENDUM, entered into on this 13<sup>th</sup> day of January 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

Griffiss International Airport, Building # 221

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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, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

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



**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

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

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

## 17. Audit

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

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

## 18. Certification of compliance with the Iran Divestment Act.

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: Randall J. Van Wagoner JS  
Name:

Oneida County Executive

Randall J. Van Wagoner, President  
Mohawk Valley Community College

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

# Griffiss International Airport



592 Hangar Road, Suite 200

Rome, NY 13441

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

ANTHONY J. PICENTE, JR.  
County Executive

CHAD LAWRENCE  
Deputy Commissioner  
of Aviation

FN 20 14-075

Board Packet

AIRPORT

February 4, 2014

Anthony J. Picente, Jr. **WAYS & MEANS**  
Oneida County Executive  
800 Park Drive  
Utica, NY 13501

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

Anthony J. Picente, Jr.  
County Executive

Date 2/10/14

Re: 5 year Hangar Lease agreement with the Northeast UAS Airspace Integration Research Alliance, Inc.

Dear County Executive Picente,

Please consider acceptance of this Hangar Lease Agreement between Griffiss International Airport and the Northeast UAS Airspace Integration Research Alliance (NUAIR).

Griffiss International Airport was designated by the FAA to operate 1 of 6 unmanned aircraft systems (UAS) test site.

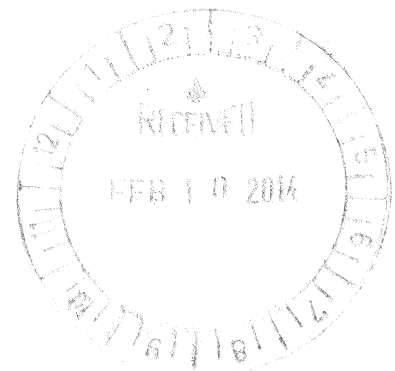
Griffiss is working with NUAIR, the Northeast Airspace Integration Research Alliance, a coalition of more than 40 private and public entities in New York and Massachusetts on the creation of the UAS test site.

The lease agreement will provide NUAIR with the space that it will need for their UAS test site headquarters.

If you concur, please forward to the Board of Legislators for consideration at their March 12, 2014 meeting.

Sincerely,

Chad Lawrence  
Deputy Commissioner of Aviation



Oneida County Department: Aviation

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

## Oneida County - Contract Summary

**Name of Proposing Organization:** Northeast UAS Airspace Integration Research Alliance(NUAIR)

**Title of Activity or Service:**  
5 year Lease agreement

**Client Population/No. to be Served:** N/A

**Summary Statements:**

**1)Narrative Description of Proposed Services:**

Proposed 5 year lease for half of Nose dock 784 for the UAS test site headquarters.

**2)Program/Service Objectives and Outcomes:** Griffiss International Airports test site will integrate UAS platforms into the National Airspace as required under the 2012 Congressional mandate.

**3) Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$ 0

**Oneida County Department Funding Recommendation:**

**Account #** A1781.9

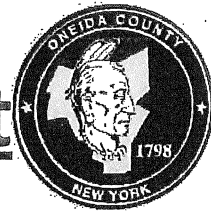
| Proposed Funding Source: | Federal | State | County |
|--------------------------|---------|-------|--------|
|                          | _____   | _____ | _____  |

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

**Past Performance Data:**

**Oneida County Department Staff Comments:**

# Griffiss International Airport



592 Hangar Road, Suite 200

Rome, NY 13441

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

ANTHONY J. PICENTE, JR.  
County Executive

CHAD LAWRENCE  
Deputy Commissioner  
of Aviation

## COMMERCIAL HANGAR & RAMP USE AGREEMENT

This COMMERCIAL HANGAR & RAMP USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 23 day of January, 2014, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **The Northeast UAS Airspace Integration Research Alliance, Inc.**, with its office and principal place of business located at NUAIR Alliance, 115 W. Fayette Street, Syracuse, New York 13202 (hereinafter referred to as "Tenant");

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### 1. Description and Use.

Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, that 14,000± square foot building commonly referred to as Nosedock 784 situate at 625 Bomber Drive, Rome, New York, as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as the "Demised Premises". *The Demised Premises shall be used by Tenant for the Griffiss International Airport test site in connection with the Northeast UAS Airspace Integration Research Alliance (NUAIR).*

### 2. Term.

**a.** The Term of this Agreement shall be for a period of five (5) years, commencing on April 1, 2014 and ending on May 31, 2019 (the "Term"), unless this Agreement is sooner terminated in accordance herewith.

**b.** In the event the Tenant remains in possession of the Demised Premises after the expiration of the Agreement or without executing a new Lease, the Tenant shall be deemed to be occupying the premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Agreement insofar as they are applicable to a month-to-month tenancy until the premises are vacated by the Tenant or until the parties enter into a new Agreement, whichever is sooner.

### 3. Base Rent.

**a.** For the use of the Hangar, Tenant shall pay Rent in accordance with the following Rent Schedule:

**RENT SCHEDULE**

| Year | Annual Rent | Monthly Rent |
|------|-------------|--------------|
| 1    | \$ 1        |              |
| 2    | \$ 1        |              |
| 3    | \$ 1        |              |
| 4    | \$ 1        |              |
| 5    | \$ 1        |              |

b. Such payments shall be made by the first day of each month to the "County of Oneida" at 592 Hangar Road, Suite 200, Rome, NY 13441. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

**4. Security Deposit.**

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$ NONE as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

**5. General Terms and Conditions.**

a. This Agreement is subject to the General Terms and Conditions on the attached **Exhibit "B"** and the Standard Conditions annexed hereto.

**6. Special Provisions.**

a. The Landlord shall provide all utilities at no additional cost to tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.


County of Oneida – LANDLORD

Northeast UAS Airspace Integration Research Alliance, Inc.  
(NUAIR Alliance)

BY: \_\_\_\_\_

*Anthony J. Picente, Jr.*  
County Executive

BY: \_\_\_\_\_

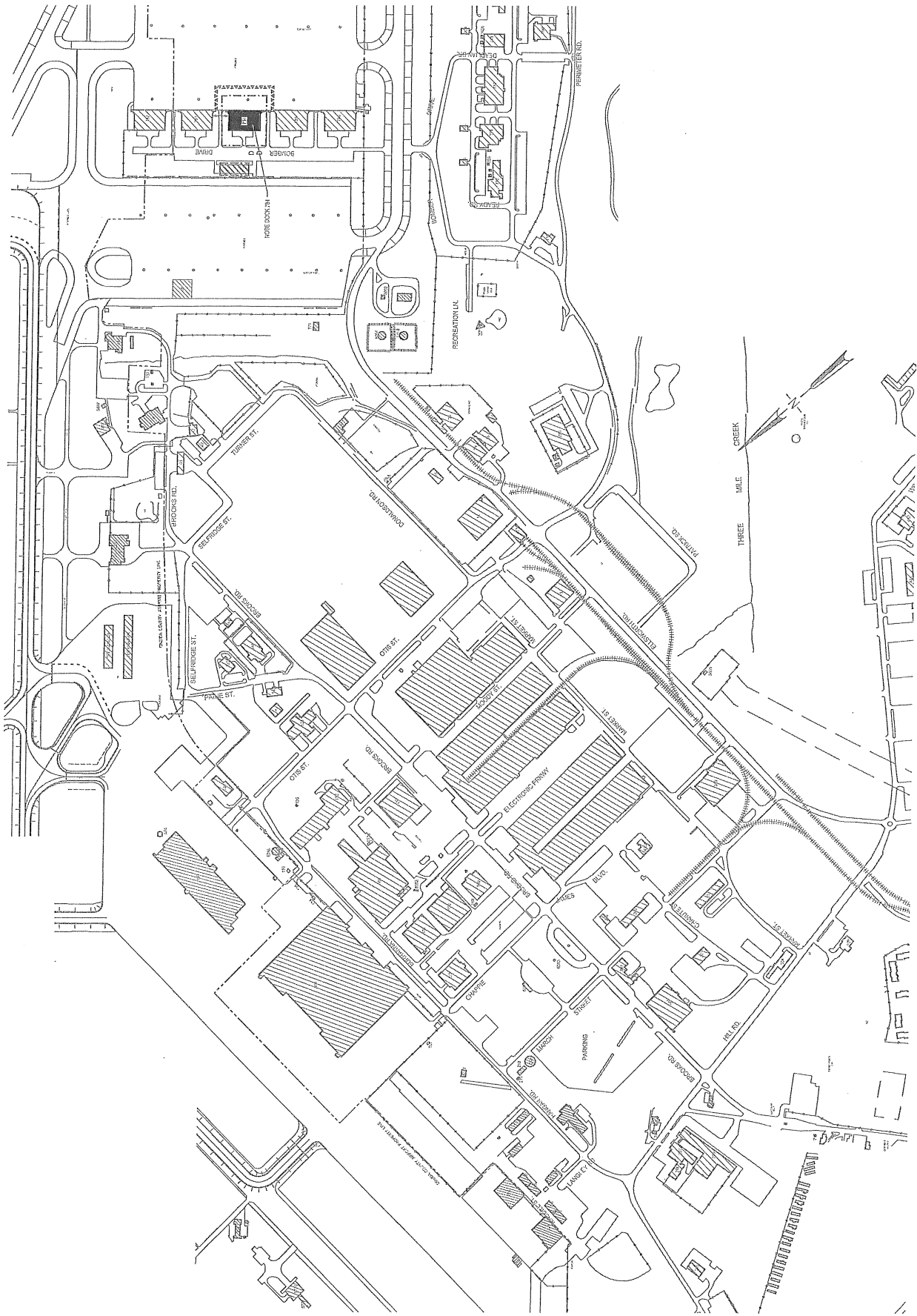


1/23/14

Approved as to form only:

\_\_\_\_\_  
Oneida County Attorney





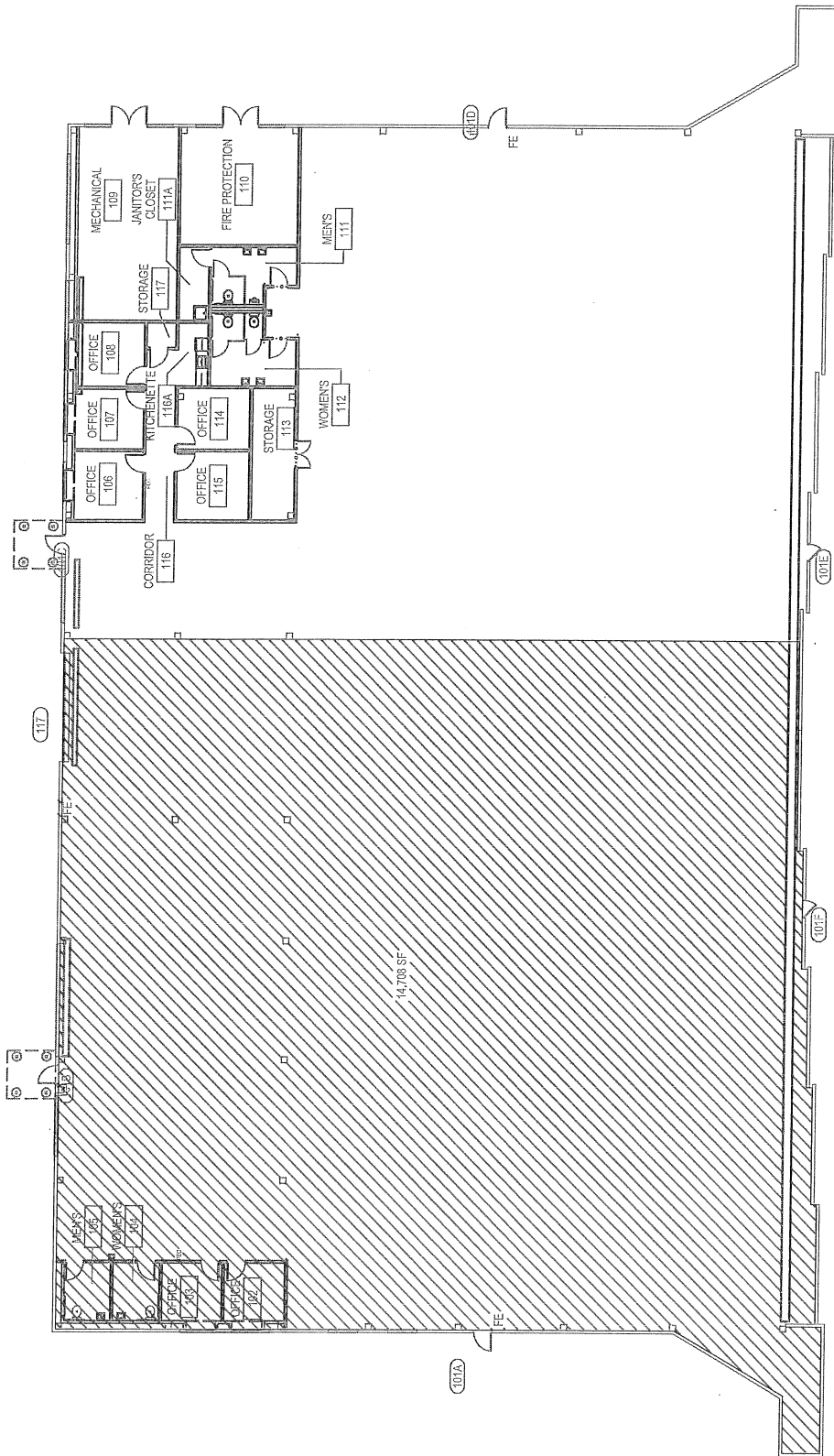


EXHIBIT A-2

## EXHIBIT "B" - GENERAL TERMS AND CONDITIONS

**1. Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

**2. Proration of Rent.** In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar was enjoyed by Tenant.

**3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.

**4. Security Deposit.** The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.

**5. Permitted Uses; Prohibited Uses.**

**a.** The Hangar and Ramp area shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.

**b.** In that the Hangar and Ramp area is located at the Griffiss International Airport, Tenant shall not use the Hangar and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar and Ramp area is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.

**c.** Tenant will not make or permit any use of the Hangar and/or Ramp area that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.

**6. Ingress and Egress.** Tenant shall have reasonably necessary right of ingress and egress to the Hangar and Ramp area. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar and Ramp areas shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

**7. Utilities and Services.** Except as provided for in the Agreement, Tenant shall be responsible for the costs and payments of all utilities and services, including, electricity, water, gas, and sewer service, furnished to the Hangar. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct, except steam heat.

**8. Casualty.** In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

**9. Insurance and Indemnification.**

a. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate / . The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenants or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's Rents and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

**10. Environmental Indemnity.**

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited to gasoline, on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Hangar and/or Ramp area. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted from the Tenant's use, the Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage.

**11. Obligations of Landlord.** Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Ramp area, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar and Ramp area. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

## 12. Obligations of Tenant.

- a. **Storage.** The Hangar and Ramp area shall be used only as described in the Agreement.
- b. **Maintenance and Repair.** Tenant shall maintain the Hangar and Ramp area in a neat and orderly condition, and shall keep the Hangar floor and Ramp area pavement clean and clear of oil, grease, or toxic chemicals. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.
- c. **Damage.** Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar and/or Ramp area caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.
- d. **Tenant's Personal Property.** All personal property placed or moved into the Hangar and Ramp area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar and Ramp area is at Tenant's sole risk.
- e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar and Ramp area, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' Rents, arising from or resulting out of, or in any way caused by, Tenant's sole failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.
- f. **Surrender upon Termination.** On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and Ramp area and shall remove aircraft and all other property therein, leaving the Hangar and Ramp area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar and Ramp area caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and Ramp area and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.
- g. **Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant or negatively affect Tenant's business. The parties agree that Tenant's use of the Hangar and Ramp area and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.
- h. **Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

**i. Covenant Not to Abandon.** Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

**j. Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

**k. Covenant of Continuous Operations.** The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

**13. Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

**a.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar and Ramp area on the grounds of race, color, religion, sex, disability, age, or national origin.

**b.** In the construction of any improvements on, over, or under the Hangar and Ramp area, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

**c.** Tenant shall use the Hangar and Ramp area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

**d.** In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and Ramp area and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

**14. Reservation of Rights by Landlord.**

**a. Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right upon reasonable notice to enter upon the Hangar and Ramp area and make improvements to or on the Hangar and Ramp area. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

**b. Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Hangar and/or Ramp area in other areas of the airport at Landlord's sole expense.

**c. National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

**15. Right of Access and Inspection.**

**a.** Landlord will retain a key for access to the Hangar, Tenant will not change locks without prior notice and agreement of Landlord.

**b.** Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

**16. Assurance Agreements.** The Hangar and Ramp area is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. Landlord represents, certifies, and warrants to Tenant that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, Tenant shall have the right of immediate unilateral termination of this Agreement.

**17. Federal Aviation Administration Requirements.** In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar and/or Ramp area, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

**18. Airspace.** As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar and Ramp area, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar and Ramp area to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar and Ramp area which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

**19. No Grant of Exclusive Right or Privilege.** Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar and Ramp area in accordance with the Agreement.

**20. Sub-Agreement, Sub-lease, and Assignment Prohibited.**

a. Tenant shall not sub-agreement or sub-lease the Hangar and Ramp area or assign the Agreement without prior written approval of Landlord, which approval will not be unreasonably withheld. The parking and storage of aircraft not owned or leased by Tenant in the Hangar and/or Ramp area for extended periods shall constitute a sub-agreement. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

**21. Condition of Premises.** Tenant shall accept, and has accepted, the Hangar and Ramp area in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Hangar.

**22. Disclaimer of Warranty and Responsibility for Securing Aircraft.** Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing by Tenant. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

**23. Alterations; Liens.**

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises place against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.



c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar or on the Ramp area to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

**24. Events of Default by Tenant.** The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

**25. Remedies on Default by Tenant.** In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and Ramp area and to remove the aircraft and any other property of Tenant from the Hangar and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar and/or Ramp area, and loss of Rent through the inability to re-let the Hangar and/or Ramp area.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

**26. Waiver of Breach.** Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

**27. Surrender at End of Lease.** Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in the same condition described in paragraph 21 above, fair wear and tear excepted.

**28. Notices.** All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

**29. Miscellaneous Provisions.**

**a. Successors Bound.** The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

**b. Joinder by Guarantor; Personal Guarantee.** By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

**c. Construction of Agreement.** Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

**d. Severability.** In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

**e. Joint Obligations.** If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

**f. Entire Agreement.** The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar and Ramp area shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

**g. Written Modifications.** No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

**h. Venue; Law.** Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

**i. Subordination.** Upon request of Landlord, Tenant will execute a reasonable non-disturbance agreement concerning Tenant's rights under the Agreement with respect to either the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution; or the requirements of any grant for funding that may be sought by Landlord.

**j. Relationship of Parties.** Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

**k. Attorneys' Rents.** It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' Rents and court costs from the losing party.

**l. Material Breach.** The failure of either Party to comply with any Terms or Conditions of the Agreement, or of this Exhibit "B" to Agreement, shall be considered a material breach of the Agreement.

**m. Recording.** The Agreement shall not be recorded in the public records.

**ADDENDUM**

THIS ADDENDUM, entered into on this \_\_\_\_ day of \_\_\_\_\_,  
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal  
Requirements.**

Pursuant to Oneida County Board of 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. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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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, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;



6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

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

## **11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

## **12. Conflicting Terms.**

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

## **13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

By: \_\_\_\_\_

Oneida County Executive

**Contractor**

By:  \_\_\_\_\_

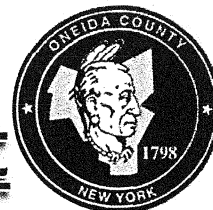
Name:

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

# Board Packet Griffiss International Airport



592 Hangar Road, Suite 200  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.  
County Executive

CHAD LAWRENCE  
Deputy Commissioner  
of Aviation

FN 20 14-076

December 31, 2013

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

AIRPORT

WAYS & MEANS



Re: Consultant Agreement for Design and Construction Observation and Administration Services

Dear County Executive Picente,

Please consider acceptance of a consultant agreement with C&S Engineers in the amount of \$645,451.00. This agreement outlines the services C&S Engineers will provide for the design specifications and for Construction Observation and Administration of the Phase I Terminal building. It will also provide for the Construction Observation and Administration of the Customs Federal Inspection Station.

This project will include the construction of a 4200 square feet Federal Inspection Station (FIS) and the construction of a 10,000 square feet Phase 1 Terminal building.

This project is an Oneida County Capital project Account # H-495.

A short form environmental assessment was completed on November 19, 2013. The FAA has issued a Finding of No Significant Impact (FONSI) for the above projects.

If you concur, please forward for Board of Legislators for consideration.

Sincerely,

Chad Lawrence  
Deputy Commissioner of Aviation

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 1/15/14



Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** C&S Engineers

**Title of Activity or Service:** Consultant Agreement

**Proposed Dates of Operation:**

**Client Population/Number to be Served:** Greater Mohawk Valley Region

**Summary Statements**

**1) Narrative Description of Proposed Services**

This agreement outlines the services C&S Engineers will provide for the Design specifications and for Construction Observation and Administration of the Phase 1 Terminal Building. It will also provide for the Construction Observation and Administration of the Customs Federal Inspection Station.

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

To construct a Federal Inspection Station for Customs and Border Patrol to clear International traffic. We will also be designing and constructing Phase 1 Terminal Facility.

**3) Program Design and Staffing** N/A

**Total Funding Requested:** \$645,451.00

**Account # H-495**

**Oneida County Dept. Funding Recommendation:** N/A

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

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

**Past Performance Data:** N/A

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

**LUMP SUM  
CONSULTANT AGREEMENT  
FOR THE  
DESIGN  
OF A  
MULTI-PURPOSE TERMINAL BUILDING  
AND  
CONSTRUCTION OBSERVATION & ADMINISTRATION  
OF BOTH  
MULTI-PURPOSE TERMINAL AND FIS BUILDING  
AT  
GRIFFISS INTERNATIONAL AIRPORT  
ROME, NEW YORK**

**C&S No. 146.076.001**

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# LUMP SUM CONSULTANT AGREEMENT

FOR

## DESIGN, CONSTRUCTION OBSERVATION & ADMINISTRATION

**PROJECT: Multi Purpose Terminal Building  
Griffiss International Airport**

This Agreement, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the County of Oneida a New York municipal corporation, having an address at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

### ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", which is attached hereto and made a part hereof (the "Basic Services").

### ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services a total lump sum fee of \$645,451.00 Schedule B1 and B2, which covers salaries of employees assigned to the Project, all indirect costs, all direct expenses, and profit. The maximum fee under this Agreement cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT's lump sum fee is prescribed in Schedule(s) "B", which is attached hereto and made a part hereof.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Basic Services will be based upon the CONSULTANT's estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45<sup>th</sup>) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the

SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule and compensation set forth in Schedule(s) "B" hereto shall be equitably adjusted to compensate for the period of suspension.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) "A1 & A2".

### **ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS**

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

### **ARTICLE 4—ENTIRE AGREEMENT**

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

### **ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES**

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

### **ARTICLE 6—CONSULTANT LIABILITY**

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### **ARTICLE 7—LABOR LAW REQUIREMENTS**

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules “H” and “T”, which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the “NYSDOL”) to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

#### **ARTICLE 8—NONDISCRIMINATION PROVISIONS**

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules “H” and “T” hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules “H” and “T” in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR’s legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

## ARTICLE 9—WORKER’S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days’ written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker’s compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers’ Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT’s obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  1. Liability insurance issued to and covering the liability of the CONSULTANT’s subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
  2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
  3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR shall be named as additional insured, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

## ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR.

- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

#### **ARTICLE 11—ADDITIONAL SERVICES**

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule "A1&A2", ("Additional Services"). The scope, and time for performance, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B1&B2") shall be set forth in such Supplemental Agreement.

#### **ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION**

- A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons the Project, then the provisions of paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. **PAYMENTS UPON TERMINATION**



**1. For Cause:**

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B1&B2". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B1&B2" hereto measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

**2. For convenience**

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B1&B2". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B1&B2" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

**ARTICLE 13—SUSPENSION OF SERVICES**

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutively or

in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

#### **ARTICLE 14—INTERCHANGE OF DATA**

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

#### **ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS**

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

#### **ARTICLE 16—CODE OF ETHICS**

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended.

#### **ARTICLE 17—INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

## **ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS**

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

## **ARTICLE 19—NEW YORK STATE PARTICIPATION – NOT USED**

## **ARTICLE 20—FEDERAL PARTICIPATION – NOT USED**

## **ARTICLE 21—MISCELLANEOUS**

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above, and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

## **ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS AND VENDORS**

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions.

### **ARTICLE 23 — FORCE MAJEURE**

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

### **ARTICLE 24 — DISPUTE RESOLUTION**

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to paragraph (A) above, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the Chairperson of County Legislature, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written.

**SPONSOR**

**CONSULTANT**

**Oneida County**

**C&S Engineers, Inc.**

**By:** \_\_\_\_\_  
Anthony J. Picente, Jr

**By:** \_\_\_\_\_  
Jeffrey D. Palin, PE

**Title:** County Executive

**Title:** Manager, Facilities Services Group

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

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

## **SCHEDULE A1**

### **SCOPE OF WORK**

**Project Title:** Multi Purpose Terminal Building  
**Airport Name:** Griffiss International Airport  
**Services Provided:** Design

#### **Project Description:**

The CONSULTANT shall provide required professional services to design a new Multi Purpose Terminal Building at the Griffiss International airport (the "Project").

Project generally involves the construction of a two-story Multipurpose Building approximately 10,000 S.F. in size. Building shall include areas for FBO space, Airport Administrative office space, rental car space, and common use space including conference rooms, rest rooms, mechanical rooms, and general public waiting and reception areas. The Multi Purpose Terminal Design shall be on the site submitted to the FAA for environmental approval. The design will include design elements that will permit the future expansion of the building to be converted to a full build out Passenger Terminal for use by scheduled Airlines operating jet Aircraft with a seating capacity of up to 200. The design will also include consideration of connections to a FIS Facility currently under design as well as a future terminal. A rendering of the site showing the Multi Purpose Terminal, FIS facilities, and future Passenger Terminal will be provided.

Building shall include plumbing, HVAC, fire protection, mechanical and electrical systems. Building shall include office space, administration space, commons area, break room, toilet facilities, boarding and waiting areas, flight planning, FBO Offices and counter, and Pilot lounge.

Professional services to be provided by the CONSULTANT shall include architectural, civil, electrical, structural, mechanical, plumbing, geotechnical, fire protection and HVAC engineering services, as applicable, required to accomplish the following items ("Basic Services"):

#### **ADMINISTRATION PHASE**

The CONSULTANT shall aid the SPONSOR by acting as their liaison and project coordinator with Airport tenants and building code officials during the project design. The specific items of work shall include:

1. Preparation of materials and agenda for sponsor and tenant meetings.
2. The construction budget for the project is approximately \$4,500,000.00 The CONSULTANT shall evaluate the feasibility of this budget and keep the SPONSOR apprised during each phase of the design. The CONSULTANT shall advise the SPONSOR as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.

3. The design schedule is anticipated to be as follows:

|                          | <u>Time from<br/>Receipt of<br/>NTP</u> | <u>Anticipated<br/>Completion<br/>Date</u> |
|--------------------------|---|--|
| Notice to Proceed (NTP)  |   | November 18, 2013                          |
| Design Development Phase | 3 weeks                                 | December 9, 2013                           |
| Contract Document Phase  | 12 weeks                                | February 17, 2014                          |

## **DESIGN DEVELOPMENT PHASE**

The design development phase is intended to further refine and describe the size and character of the project including architectural, structural, mechanical, and electrical systems as well as site/civil elements. Specific items of work shall include:

1. Architectural Design/Documentation
  - Develop building floor plans, sections and elevations
  - Define typical construction details
  - Develop materials section list
  - Define equipment layout
  - Perform code review based on current NYS building code and applicable ADA standards
  
2. Structural Design/Documentation
  - Establish basic structural system and dimensions
  - Establish structural design criteria
  - Review previously obtained geotechnical information
  - Establish foundation design criteria
  - Develop preliminary size of major structural components
  - Coordinate critical clearance requirements
  - Outline specifications
  - Outline material list
  
3. Mechanical Design/Documentation
  - Develop approximate equipment sizes and capacities for heating, ventilation, and cooling
  - Develop equipment layout
  - Develop plumbing fixture layout and pipe routing
  - Develop fire protection system
  - Further define equipment space requirement
  - Establish clearances and chases for mechanical equipment
  - Address energy conservation measures
  
4. Electrical Design/Documentation
  - Establish utility service and distribution
  - Coordinate with local utility companies
  - Develop parking lot lighting plan and photometrics
  - Develop fire detection and alarm systems
  - Develop security system
  - Develop communication system

- Identify space requirements
  - Develop interior lighting plan and photometrics
  - Establish approximate sizes of major electrical components
  - Identify clearances and chases required
5. Civil Design/Documentation
- Utilize topographic survey previously obtained
  - Utilize geotechnical information previously obtained and obtain additional data as needed
  - Prepare and submit a stormwater pollution prevention plan and Notice of Intent as required to construct this project
  - Develop preliminary construction details and materials
  - Develop traffic circulation and parking plan for terminal building parking area
  - Develop drainage system
  - Coordinate with local utilities companies for new services
  - Develop utility routes for water, gas, telephone, cable and electric services
5. Landscape Design/Documentation
- Develop preliminary landscape plan
  - Develop preliminary list a plant species
  - Develop signage plan
6. Interior Design/Documentation
- Identify partition locations
  - Identify furniture layout
  - Establish types and quantities of finishes and materials for furniture, furnishing and equipment
  - Develop details of interior construction elements
  - Develop details of special interior design features ( displays, kiosks)
  - Identify material finishes and colors
7. Submittal
- Prepare preliminary contract drawings for all disciplines providing sufficient detail for review of design concepts by Sponsor.
  - Prepare general specifications and develop preliminary technical specifications expected for each discipline
  - Update probable construction cost to reflect the preliminary project design.
  - Prepare written design report documenting design concepts, criteria, and code review.
  - Submit sufficient copies of preliminary design documents to SPONSOR and NYSDOT for their review and comment.
  - Schedule and conduct a review meeting with the SPONSOR to discuss and resolve comments

## **CONTRACT DOCUMENT PHASE**

The work included under this phase shall generally consist of all work required to furnish the SPONSOR with a set of final Plans, and Specifications.

The specific items of work shall include:



1. Architectural Design
  - Finalize building plans, sections and elevations
  - Finalize material selection
  - Finalize equipment layout
  - Finalize typical construction details
  - Finalize technical specifications
  
2. Structural Design
  - Finalize structural system and dimensions
  - Finalize structural design criteria
  - Finalize foundation design
  - Finalize engineering calculations
  - Finalize technical specifications
  - Finalize drawings and details
  
3. Mechanical Design
  - Finalize equipment sizes and capacities
  - Finalize equipment layout
  - Finalize pipe routing
  - Finalize duct routing
  - Finalize space requirement
  - Finalize acoustical control
  - Finalize engineering calculations
  - Finalize technical specifications
  - Finalize drawings and details
  
4. Electrical Design
  - Finalize exterior lighting layout and fixtures
  - Finalize fire detection and alarm systems locations and fixtures
  - Finalize interior lighting layout and fixtures
  - Finalize security system
  - Finalize communication system
  - Finalize electrical requirements
  - Finalize space requirements
  - Finalize technical specifications
  - Finalize drawings and details
  
5. Civil Design
  - Finalize plan profile and geometric of vehicle parking and access
  - Finalize construction materials
  - Finalize utility routes for water, gas ,telephone, cable electric and sanitary sewer
  - Finalize drainage design and calculations
  - Prepare on behalf of the SPONSOR FAA Form 7460-1
  - Finalize technical specification
  - Finalize drawings and details
  
6. Landscape Design
  - Finalize planting layout
  - Finalize plant species selection

- Finalize signage layout
  - Finalize technical specifications
  - Finalize drawings and details
7. Interior Design
- Finalize furniture, equipment layout
  - Finalize finishes and materials for furniture, furnishings and equipment
  - Finalize interior construction
  - Finalize furniture, furnishings and equipment selections
  - Finalize colors
  - Finalize interior design specialties
  - Finalize technical specifications
  - Finalize drawings and details
8. Final Submittal
- Prepare draft final contract documents and submit to SPONSOR for final review and comment.
  - Schedule and conduct a draft final review meeting to discuss and resolve SPONSOR comments.
  - Develop construction phasing and operations plan, which limits interference of the construction with airport and tenant operations.
  - Update probable construction cost to reflect the preliminary project design.
  - Reproduce and submit sufficient copies of Contract Documents to the SPONSOR for bidding purposes.

## **BID PHASE**

The bid phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder and executes a construction contract to perform the work with the successful contractors. The CONSULTANT shall assist the SPONSOR during this phase as required. Specifically, the work shall consist of:

1. Assist SPONSOR in the advertisement of the project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the contract documents.
3. Schedule and conduct pre-bid conference if requested by SPONSOR and advise SPONSOR on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSORS approval.
5. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, buy American certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment and financial statement. Formal contact of the

contractors references shall be made upon SPONSOR's request or if contractor has no past working relationship with CONSULTANT, SPONSOR, FAA, or NYSDOT.

6. Prepare final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter. Request concurrence of award from NYSDOT.
7. Upon award of contract, prepare conformed copies of contracts, coordinate contractors execution of contract, review contractors bonds, insurance and DBE plan, review contractor's submission with SPONSOR, coordinate SPONSORS execution of contract, assist in distributing copies of executed contracts to the contractor, FAA and NYSDOT.
8. Coordinate Notice to Proceed (NTP) for construction. Contact FAA for permission to issue NTP. Prepare a sample NTP letter for SPONSOR to send to contractor.

END OF SCHEDULE

## **SCHEDULE A2**

### **SCOPE OF WORK**

**PROJECT TITLE:** Multi Purpose Terminal and FIS Building  
**Airport Name:** Griffiss International Airport  
**SERVICES PROVIDED:** CONSTRUCTION OBSERVATION & ADMINISTRATION

#### **PROJECT DESCRIPTION:**

The CONSULTANT shall provide the following services, including construction contract administration and construction observation, during construction of the Multi Purpose Terminal and FIS Building Project. The Project will be constructed by the SPONSOR.

Project generally involves the construction of a two-story Multipurpose Building approximately 10,000 S.F. in size. Building shall include areas for FBO space, Airport Administrative office space, rental car space, and common use space including conference rooms, rest rooms, mechanical rooms, and general public waiting and reception areas. Also included in this project is the construction of a single-story FIS Building approximately 4,000 S.F. in size. Building shall include plumbing, HVAC, fire protection, mechanical and electrical systems. Building shall include office space, administration space, commons area, baggage claim, toilet facilities, screening and waiting areas and required CBP equipment

Services to be provided by the CONSULTANT shall include architecture and engineering services required to accomplish the following:

#### **CONSTRUCTION PHASE**

With the issuance of the "Notice of Intent to Award" the construction phase will begin. The Construction Management services in general will be comprised of the administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Consultant to endeavor to manage the Project in accordance with the latest approved opinion of construction cost, the Project Schedule and the Contract Documents. In addition the Consultant will determine that the work of each contractor is being performed in substantial compliance with the Contract Documents, endeavoring to protect the County against defects and deficiencies in the work. Specific tasks by the Consultant will include:

1. After the "Notice of Intent to Award" is issued by the County conduct construction kick-off meetings between contractors, airport officials and Engineer to establish lines of communication, submittal and request for information process.
2. Conduct official pre-construction meeting with County, Engineer, Contractors, Subcontractors, and Terminal Vendors/Tenants. Provide minutes for same.
3. Provide an on site Project Construction Manager who will be the single point of contact for the County, and Terminal Vendors/Tenants for daily construction coordination or for issues or questions related to the construction.

4. Receive, coordinate, review and monitor all shop drawing / product data submittals, contractor requests for information and contractor requests for change.
5. Maintain a Project record utilizing "Expedition" construction management software.
  - a. Provide Daily Reports of work activities including contractor work force and equipment on site daily, and documenting any issues or visitors.
  - b. Maintain Project Correspondence Log
  - c. Maintain Project Shop Drawing / Product Data Submittal Log
  - d. Maintain Project Request for Information (RFI) Log
  - e. Maintain Contractor Request for Change (RFC) Log
  - f. Maintain Project Updated Project Budget Analysis / Change Order Log
6. Conduct bi-weekly Project Manager Meetings with the County, Engineer, Contractor Project Managers and Superintendents, and Terminal Vendors/Tenants. Provide minutes for the same.
7. On the off weeks for the Project Manager Meetings conduct bi-weekly construction coordination meetings with the County, contractor and first tier subcontractor superintendents to coordinate a detailed construction work schedule for the upcoming two week period. Provide minutes for the same.
8. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the Construction Manager and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve the Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies. The Construction Manager and supporting staff has no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.
9. Observe testing of systems and components as required by the contract documents. Schedule, and witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent. If required measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
10. Provide an independent qualified testing firm to verify quality, workmanship, and requirements for construction materials as part of the project in accordance with the New York State Building Code Chapter 17.
11. Review and approve monthly and final Contractor Applications for Payments. (AIA G702 and G703 forms).
12. Review / negotiate individual contractor requests for change / additional cost/time (RFC) and provide recommendations to the County. As required provide cost analysis by construction estimators with construction estimating software to substantiate contractor change order costs.

13. Issue and process Change Orders
14. Receive and review contractor / subcontractor certified payrolls submitted monthly with pay applications.
15. Monitor Contractor compliance with accepted DBE utilization plan during construction.

### **CLOSE-OUT PHASE**

The Construction Close -out Phase will begin once the Contractors have notified the Consultant that the work is substantially completed and ready for inspection. Close-out generally includes final inspections of completed work, monitoring the completion of punch list work, start up and training on new equipment and operating systems, contractor submittal of warranties, record drawings and close-out documentation. Also included is the resolution of warranty work items during the first year after completion of construction. As this project will be phased so in kind will the close-out be phased as the County takes beneficial occupancy of newly constructed Terminal space and operating systems. The Consultant will perform the following specific tasks relative to Project Close-out:

1. Schedule and participate in final inspections. Produce and disseminate written punch lists for same.
2. Monitor the satisfactory completion of punch list work.
3. Produce Certificates of Substantial Completion and Letters of Final Acceptance.
4. Schedule and monitor all required start-ups and training for new equipment and operating systems.
5. Receive and forward required Operating and Maintenance Manuals (O&M) for new equipment and operating systems to Engineer for review and acceptance. Transmit approved O&M's to the County Department of Aviation.
6. Receive and review Contractor "Record Drawings". If acceptable, provide the County with same.
7. Insure all required manufacturer/contractor warranties have been provided.
8. Receive and review all required contractor close-out documentation.
9. Prepare Final Change Orders. Review and approve Final Contractor Applications for Payment.

**END OF SCHEDULE A-2**



# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-1" DESIGN PHASE

PROJECT NAME: Multi-Use Terminal Facility  
 PROJ DESCRIPTION Design and Bidding

DATE: 18-Nov-13  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146  
 C&S CONTACT: RN

CLIENT: Oneida County DOA  
 CLIENT MANAGER: Chad Lawrence

| I. ESTIMATE OF DIRECT SALARY COSTS:        |                                | MAXIMUM<br>RATE OF PAY<br>(\$/HR) | AVERAGE<br>RATE OF PAY<br>(\$/HR) | @ | ESTIMATED<br>HOURS | ESTIMATED<br>COST   |
|--|--------------------------------|-----------------------------------|-----------------------------------|---|--------------------|---------------------|
| TITLE                                      |                                |                                   |                                   |   |                    |                     |
| A.   | SERVICE GROUP MANAGER          | \$77.30                           | \$70.40                           | X | 8                  | \$563.00            |
| B.   | DEPARTMENT MANAGER             | \$63.60                           | \$59.10                           | X | 56                 | \$3,310.00          |
| C.   | MANAGING ENGINEER              | \$55.30                           | \$51.10                           | X | 264                | \$13,490.00         |
| D.   | CHIEF/PRINCIPAL ENGINEER       | \$62.20                           | \$59.40                           | X | 0                  | \$0.00              |
| E.   | SENIOR PROJECT ENGINEER        | \$46.10                           | \$44.00                           | X | 360                | \$15,840.00         |
| F.   | PROJECT ENGINEER               | \$43.30                           | \$38.60                           | X | 536                | \$20,690.00         |
| G.   | ENGINEER                       | \$43.20                           | \$33.50                           | X | 192                | \$6,432.00          |
| H.   | STAFF ENGINEER                 | \$34.10                           | \$29.50                           | X | 0                  | \$0.00              |
| I.   | SENIOR DESIGNER                | \$39.40                           | \$33.20                           | X | 0                  | \$0.00              |
| J.   | DESIGNER                       | \$32.40                           | \$27.40                           | X | 0                  | \$0.00              |
| K.   | CADD OPERATOR                  | \$27.70                           | \$23.60                           | X | 600                | \$14,160.00         |
| L.   | ADMINISTRATIVE ASSISTANT       | \$25.50                           | \$22.50                           | X | 0                  | \$0.00              |
| M.   | GRANTS ADMINISTRATOR           | \$39.50                           | \$37.50                           | X | 0                  | \$0.00              |
| N.   | MANAGER AIRPORT PLANNING       | \$59.30                           | \$56.50                           | X | 64                 | \$3,616.00          |
| O.   | SENIOR PLANNER                 | \$66.80                           | \$49.10                           | X | 0                  | \$0.00              |
| P.   | PLANNER                        | \$34.10                           | \$32.40                           | X | 0                  | \$0.00              |
| Q.   | STAFF PLANNER                  | \$34.10                           | \$29.50                           | X | 0                  | \$0.00              |
| R.   | SENIOR/MANAGING ARCHITECT      | \$54.50                           | \$51.20                           | X | 336                | \$17,203.00         |
| S.   | PROJECT ARCHITECT              | \$43.20                           | \$41.10                           | X | 392                | \$16,111.00         |
| T.   | MANAGING GEOLOGIST (SOILS ENG) | \$59.10                           | \$56.30                           | X | 0                  | \$0.00              |
| U.   | GEOLOGIST                      | \$28.50                           | \$27.00                           | X | 0                  | \$0.00              |
| V.   | ENVIRONMENTAL SCIENTIST        | \$36.10                           | \$34.40                           | X | 0                  | \$0.00              |
| W.   | SENIOR CONSTRUCTION SUPERVISOR | \$68.50                           | \$65.30                           | X | 0                  | \$0.00              |
| X.   | CONSTRUCTION SUPERVISOR        | \$49.50                           | \$47.10                           | X | 0                  | \$0.00              |
| Y.   | RESIDENT ENGINEER              | \$51.20                           | \$43.10                           | X | 0                  | \$0.00              |
| Z.   | CHIEF INSPECTOR                | \$38.60                           | \$36.80                           | X | 0                  | \$0.00              |
| AA.  | SENIOR INSPECTOR               | \$34.10                           | \$30.50                           | X | 0                  | \$0.00              |
| BB.  | INSPECTOR                      | \$32.40                           | \$27.20                           | X | 0                  | \$0.00              |
| CC.  | JUNIOR INSPECTOR               | \$22.70                           | \$21.60                           | X | 0                  | \$0.00              |
| DD.  | SENIOR TECHNICAL ADMINISTRATOR | \$34.90                           | \$33.20                           | X | 0                  | \$0.00              |
| EE.  | PARTY CHIEF                    | \$58.30                           | \$55.80                           | X | 0                  | \$0.00              |
| FF.  | SURVEYOR I                     | \$54.90                           | \$52.40                           | X | 0                  | \$0.00              |
| GG.  | SURVEYOR II                    | \$54.90                           | \$52.40                           | X | 0                  | \$0.00              |
| <b>TOTAL ESTIMATED DIRECT SALARY COST:</b> |                                |                                   |                                   |   |                    | <b>\$111,415.00</b> |

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

168.00%

\$187,177.00

III. SUBTOTAL OF ITEMS I & II:

\$298,592.00

**IV. ESTIMATE OF DIRECT EXPENSES:**

|    |                  |   |         |     |              |          |   |                 |
|----|------------------|---|---------|-----|--------------|----------|---|-----------------|
| A. | TRAVEL, BY AUTO: | 5 | TRIPS @ | 100 | MILES/TRIP @ | \$0.555  | = | \$277.50        |
| B. | TRAVEL, BY AIR:  | 0 | TRIPS @ | 0   | PERSONS @    | \$0.00   | = | \$0.00          |
| C. | PER DIEM:        | 0 | DAYS @  | 0   | PERSONS @    | \$123.00 | = | \$0.00          |
| D. | MISCELLANEOUS:   |   |         |     |              |          | = | <u>\$450.50</u> |

TOTAL ESTIMATE OF DIRECT EXPENSES: \$728.00

**V. FIXED FEE (PROFIT, LUMP SUM):**

|    |                      |     |           |                 |
|----|----------------------|-----|-----------|-----------------|
| A. | LABOR PLUS OVERHEAD: | 15% | (OF III.) | \$44,788.80     |
| B. | DIRECT EXPENSES:     | 15% | (OF IV.)  | <u>\$109.20</u> |

TOTAL FIXED FEE: \$44,898.00

**VI. SUBCONTRACTS:**

|    |   |   |          |          |  |  |   |            |
|----|---|---|----------|----------|--|--|---|------------|
| A. | ESTIMATE OF TOPOGRAPHICAL SURVEYS:            |   |          |          |  |  |   | \$0.00     |
| B. | ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS: |   |          |          |  |  |   |            |
| 1  | MOBILIZATION/DEMOBILIZATION:                  |   | LUMP SUM |          |  |  | = | \$1,000.00 |
| 2  | PAVEMENT CORES:                               | 0 | EACH @   | \$50.00  |  |  | = | \$0.00     |
| 3  | CONTINUOUS SAMPLING:                          | 0 | L.F. @   | \$18.00  |  |  | = | \$0.00     |
| 4  | OBSERVATION WELL:                             | 0 | L.F. @   | \$15.00  |  |  | = | \$0.00     |
| 5  | TEST PITS:                                    | 0 | EACH @   | \$250.00 |  |  | = | \$0.00     |
| 6  | FIELD CBR:                                    | 0 | EACH @   | \$250.00 |  |  | = | \$0.00     |
| 7  | FIELD DENSITY TESTS:                          | 0 | EACH @   | \$35.00  |  |  | = | \$0.00     |
| 8  | MECHANICAL ANALYSIS:                          | 0 | EACH @   | \$35.00  |  |  | = | \$0.00     |
| 9  | LABORATORY PROCTORS:                          | 0 | EACH @   | \$100.00 |  |  | = | \$0.00     |
| 10 | SOAKED LAB CBR (ASTM D1883, PAR 8.1.1):       | 0 | EACH @   | \$150.00 |  |  | = | \$0.00     |
| 11 | SOAKED LAB CBR (ASTM D1883, PAR 8.1.2):       | 0 | EACH @   | \$250.00 |  |  | = | \$0.00     |
| 12 | SOAKED LAB CBR (ASTM D1883, PAR 8.2):         | 0 | EACH @   | \$350.00 |  |  | = | \$0.00     |
| 13 | ATTERBERG LIMITS:                             | 0 | EACH @   | \$55.00  |  |  | = | \$0.00     |
| 14 | NATURAL MOISTURE CONTENT:                     | 0 | EACH @   | \$6.00   |  |  | = | \$0.00     |
| 15 | HYDROMETER ANALYSIS:                          | 0 | EACH @   | \$60.00  |  |  | = | \$0.00     |

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$1,000.00

**VII. TOTALS:**

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: \$345,218.00





# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-2" INSPECTION PHASE

PROJECT NAME: Multi-Use Terminal Facility  
 PROJ DESCRIPTION Multi-Use Terminal Facility

DATE: 18-Nov-13  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO:  
 C&S CONTACT: Ralph Napolitano

CLIENT: Onelda County  
 CLIENT MANAGER: Chad Lawrence

| I. ESTIMATE OF DIRECT SALARY COSTS: |                                | MAXIMUM<br>RATE OF PAY<br>(\$/HR) | AVERAGE<br>RATE OF PAY<br>(\$/HR) | @ | ESTIMATED<br>HOURS | ESTIMATED<br>COST |
|-------------------------------------|--------------------------------|-----------------------------------|-----------------------------------|---|--------------------|-------------------|
| A.                                  | SERVICE GROUP MANAGER          | \$77.30                           | \$70.40                           | X | 5                  | \$352.00          |
| B.                                  | DEPARTMENT MANAGER             | \$63.60                           | \$59.10                           | X | 0                  | \$0.00            |
| C.                                  | MANAGING ENGINEER              | \$55.30                           | \$51.10                           | X | 160                | \$8,176.00        |
| D.                                  | CHIEF/PRINCIPAL ENGINEER       | \$62.20                           | \$59.40                           | X | 0                  | \$0.00            |
| E.                                  | SENIOR PROJECT ENGINEER        | \$46.10                           | \$44.00                           | X | 107                | \$4,708.00        |
| F.                                  | PROJECT ENGINEER               | \$43.30                           | \$38.60                           | X | 24                 | \$926.40          |
| G.                                  | ENGINEER                       | \$43.20                           | \$33.50                           | X | 0                  | \$0.00            |
| H.                                  | STAFF ENGINEER                 | \$34.10                           | \$29.50                           | X | 0                  | \$0.00            |
| I.                                  | SENIOR DESIGNER                | \$39.40                           | \$33.20                           | X | 0                  | \$0.00            |
| J.                                  | DESIGNER                       | \$32.40                           | \$27.40                           | X | 0                  | \$0.00            |
| K.                                  | CADD OPERATOR                  | \$27.70                           | \$23.60                           | X | 0                  | \$0.00            |
| L.                                  | ADMINISTRATIVE ASSISTANT       | \$25.50                           | \$22.50                           | X | 24                 | \$540.00          |
| M.                                  | GRANTS ADMINISTRATOR           | \$39.50                           | \$37.50                           | X | 0                  | \$0.00            |
| N.                                  | MANAGER AIRPORT PLANNING       | \$59.30                           | \$56.50                           | X | 0                  | \$0.00            |
| O.                                  | SENIOR PLANNER                 | \$56.80                           | \$49.10                           | X | 0                  | \$0.00            |
| P.                                  | PLANNER                        | \$34.10                           | \$32.40                           | X | 0                  | \$0.00            |
| Q.                                  | STAFF PLANNER                  | \$34.10                           | \$29.50                           | X | 0                  | \$0.00            |
| R.                                  | SENIOR/MANAGING ARCHITECT      | \$54.50                           | \$51.20                           | X | 120                | \$6,144.00        |
| S.                                  | PROJECT ARCHITECT              | \$43.20                           | \$41.10                           | X | 0                  | \$0.00            |
| T.                                  | MANAGING GEOLOGIST (SOILS ENG) | \$59.10                           | \$56.30                           | X | 0                  | \$0.00            |
| U.                                  | GEOLOGIST                      | \$28.50                           | \$27.00                           | X | 0                  | \$0.00            |
| V.                                  | ENVIRONMENTAL SCIENTIST        | \$36.10                           | \$34.40                           | X | 0                  | \$0.00            |
| W.                                  | SENIOR CONSTRUCTION SUPERVISOR | \$68.50                           | \$65.30                           | X | 0                  | \$0.00            |
| X.                                  | CONSTRUCTION SUPERVISOR        | \$50.00                           | \$50.00                           | X | 300                | \$15,000.00       |
| Y.                                  | RESIDENT ENGINEER              | \$51.20                           | \$43.10                           | X | 0                  | \$0.00            |
| Z.                                  | CHIEF INSPECTOR                | \$40.00                           | \$40.00                           | X | 1290               | \$51,600.00       |
| AA.                                 | SENIOR INSPECTOR               | \$34.10                           | \$30.50                           | X | 0                  | \$0.00            |
| BB.                                 | INSPECTOR                      | \$32.40                           | \$27.20                           | X | 0                  | \$0.00            |
| CC.                                 | JUNIOR INSPECTOR               | \$22.70                           | \$21.60                           | X | 0                  | \$0.00            |
| DD.                                 | SENIOR TECHNICAL ADMINISTRATOR | \$34.90                           | \$33.20                           | X | 0                  | \$0.00            |
| EE.                                 | PARTY CHIEF                    | \$58.30                           | \$55.80                           | X | 0                  | \$0.00            |
| FF.                                 | SURVEYOR I                     | \$54.90                           | \$52.40                           | X | 0                  | \$0.00            |
| GG.                                 | SURVEYOR II                    | \$54.90                           | \$52.40                           | X | 0                  | \$0.00            |
| TOTAL ESTIMATED DIRECT SALARY COST: |                                |                                   |                                   |   |                    | \$87,446.40       |

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -  
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

168.00%

\$146,909.95

III. SUBTOTAL OF ITEMS I & II:

\$234,356.00

**IV. ESTIMATE OF DIRECT EXPENSES:**

|    |                  |             |                  |         |   |                 |   |
|----|------------------|-------------|------------------|---------|---|-----------------|---|
| A. | TRAVEL, BY AUTO: | 150 TRIPS @ | 100 MILES/TRIP @ | \$0.565 | = | \$8,475.00      |   |
| B. | MISCELLANEOUS:   |             |                  |         | = | <u>\$850.00</u> |   |
|    |                  |             |                  |         |   |                 | \$9,325.00                                |
|    |                  |             |                  |         |   |                 | <b>TOTAL ESTIMATE OF DIRECT EXPENSES:</b> |

**V. FIXED FEE (PROFIT, LUMP SUM):**

|    |                      |     |           |                         |
|----|----------------------|-----|-----------|-------------------------|
| A. | LABOR PLUS OVERHEAD: | 15% | (OF III.) | \$35,153.00             |
| B. | DIRECT EXPENSES:     | 15% | (OF IV.)  | <u>\$1,399.00</u>       |
|    |                      |     |           | \$36,552.00             |
|    |                      |     |           | <b>TOTAL FIXED FEE:</b> |

**VI. SUBCONTRACTS:**

|    |  |  |  |   |
|----|--|--|--|---|
| A. | ASBESTOS TESTING:                          |  |  | <u>\$20,000.00</u>                                    |
| B. | ESTIMATE OF CONSTRUCTION TESTING SERVICES: |  |  |   |
|    |  |  |  | \$20,000.00   |
|    |  |  |  | <b>TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES:</b> |

**VII. TOTALS:**

|    |   |              |
|----|---|--------------|
| A. | ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: | \$300,233.00 |
|----|---|--------------|

## SCHEDULE H AIRPORT AID PROGRAM

### Contractor Contractual Requirements

#### Civil Rights Act of 1964, Title VI – 49 CFR Part 21

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### Disadvantaged Business Enterprise (DBE) Assurances 49 CFR Part 26

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

**Airport and Airway Improvement Act of 1982, Section 520**  
**General Civil Rights Provisions**  
**49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Access to Records and Reports**  
**49 CFR Part 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**Rights to Inventions**  
**49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**Lobbying and Influencing Federal Employees**  
**49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of contractor, to any person for influencing or attempting to influence an officer or employee of an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

**Trade Restriction Clause**  
**49 CFR Part 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **Termination of Contract 49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **Breach of Contract Terms 49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## Davis – Bacon Act Provisions

1. All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the Secretary of Labor which is (are) 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; and the wage determination decision(s) shall be posted by the contractor at the site of the work in a prominent place where it (they) can be easily seen by the workers. For the purpose of this paragraph, contributions made or costs reasonably anticipated 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 Subparagraph 4 below. Also for the purpose of this paragraph, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period [29 CFR 5.5(a)(1)(i)].
2. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination(s), and a report of the action taken shall be sent by the SPONSOR to the FAA for approval and transmittal to the Secretary of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for final determination [29 CFR 5.5(a)(1)(ii)].
3. 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 wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination [29 CFR 5.5(a)(1)(iii)].
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, 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.

## Special Grant Condition

Office of Management and Budget issued Memorandum M-08-03 implementing Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. 7104(g)).

### **TRAFFICKING IN PERSONS:**

#### **a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

END OF SCHEDULE

## SCHEDULE I

### NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

#### A. Standard Clauses For All New York State Contracts (Appendix A).

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

1. **Executory Clause.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Comptroller's Approval.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, 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.
4. **Worker's Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **Non-Discrimination Requirements.** In accordance with 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, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 240,1 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR 105.4).
9. Set-Off Rights. The State shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. Identifying Information and Privacy Notification:
- (a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, (i.e., the seller's or lessor's identification number). The number is either the payee's Federal employee identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
- (b) Privacy Notification.
- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.
12. Equal Employment Opportunities For Minorities And Women. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a



contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

13. **Conflicting Terms.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **Governing Law.** This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. **Late Payment.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **Service of Process.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), contractor hereby consents to service of process upon it be registered or certified mail, return receipt request. Service hereunder shall be complete upon contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **Prohibition on Purchase of Tropical Hardwoods.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility

of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St --7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from: NYS Department of Economic Development Division of Minority and Women's Business Development 30 South Pearl St --2nd Floor Albany, New York 12245 Telephone: 518-292-5250 Fax: 518-292-5803 <http://www.empire.state.ny.us>  
The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. Compliance with New York State Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made

in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. Certification of Registration To Collect Sales And Compensating Use Tax By Certain State Contractors, Affiliates And Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

END OF SCHEDULE

**ADDENDUM**

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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

- 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

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



- 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## **5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

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

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**C&S Engineers, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

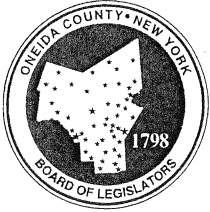
Oneida County Executive

Name: Jeffrey D. Palin, P.E.

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



# ONEIDA COUNTY BOARD OF LEGISLATORS

Michael B. Waterman ♦ 2384 Brewster Rd. ♦ Camden, NY 13316  
Cell Phone: (315) 225-7958

January 21, 2014

FN 20 14-077

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

## PUBLIC SAFETY WAYS & MEANS

Dear Mr. Chairman,

As you well know, the **New York Secure Ammunition and Firearms Enforcement Act of 2013** commonly known as the **NY SAFE Act** is a gun control legislation that was signed into law by Governor Cuomo in January of 2013. On February 13, 2013, I sponsored a resolution opposing the NY SAFE Act, that passed by a margin of 18 to 11.

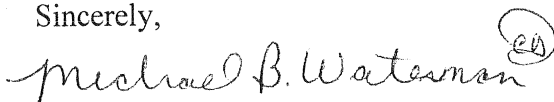
At that time the majority of Counties throughout the State were either passing resolutions opposing the NY SAFE ACT or were sending memorializing petitions to their state representatives opposing the NY SAFE ACT. Today many Counties are acting again to oppose the use of their County Seal on any NY SAFE Act correspondence sent to pistol permit holders.

The state police have begun mailing pistol permit recertification letters to handgun owners. Permit recertification every five years is part of the SAFE Act. These letters are being sent out on stationary or letterhead of the county in which the pistol permit holder resides.

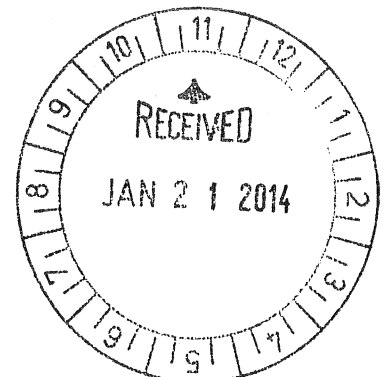
The NY SAFE Act clearly indicates that the enforcement of this law is the responsibility of New York State and the New York State Police; I believe the seal of Oneida County should not be used on recertification letters to pistol permit holders.

Please ask the County Attorney if he will research the use of the county seal and write a resolution opposing the use of the seal of Oneida County on any NY SAFE Act correspondence to pistol permit holders.

Sincerely,

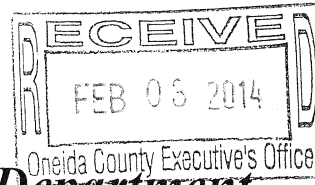


Michael Waterman  
Oneida County Legislator, R-5





Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Patrick Cady  
Deputy Director

*Supervisors*

Thomas Brognano  
Mark F. Joseph  
Holly Matthews  
Paula Mrzlikar

January 17, 2014

FN 20 14 - 078

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

### PUBLIC SAFETY

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

WAYS & MEANS

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

Date 2/3/14

Re: Certification of Section 606 of the  
New York State Correction Law - 2013

Dear Mr. Picente:

Enclosed is a Certified Listing of 2013 costs in the amount of \$6,836.09 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 37 Pre-Sentence Reports on state inmates.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

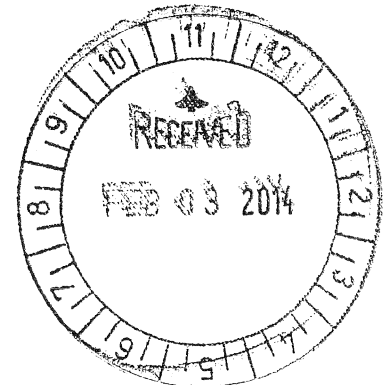
Very truly yours,

*David Tomidy*

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas

Enclosures: Reimbursement Expenses for PSI's





Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



## Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Deputy Director  
Patrick Cady

Supervisors  
Thomas Brognano  
Mark F. Joseph  
Holly Matthews  
Paula Mrzlikar

### PROPOSAL TO BOARD OF LEGISLATORS

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

Honorable Members:

The attached letter from David Tomidy, Probation Director, requests your consideration and approval of his claim for reimbursement from the State of New York for costs expended for Pre-Sentence reports conducted on state inmates. As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) provides for reimbursement to counties when these costs are expended by public funds.

As noted in the attached documents, the Probation Department is claiming \$6,836.09 for the preparation of 37 reports in this category. Please consider and approve his reimbursement claim.

Sincerely,

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

C: Public Defender  
Audit and Control  
County Attorney

REIMBURSABLE EXPENSES  
(for)  
PSI'S @ DOC FACILITIES  
(2013)

| DATE       | STAFF NAME (PO)   | DEFENDANT / FACILITY          | IND/SCI # | HRS/WORKED | HLR/Y/RATE | (TOTAL)    | DIN #   |
|------------|-------------------|-------------------------------|-----------|------------|------------|------------|---------|
| 1/7/2013   | Paul Raymond      | Damin Kelly/Marcy CF          | I12-505   | 3          | \$36.92    | \$110.76   | 11A5169 |
| 3/19/2013  | Greg Tomidy       | William Schneider/Midstate CF | I12-437   | 3          | \$20.85    | \$62.55    | 07B0413 |
| 3/28/2013  | Kelly O'Donnell   | Charles Scott/Midstate CF     | I13-008   | 3          | \$22.74    | \$409.32   | 10R2484 |
| 4/14/2013  | Kelly O'Donnell   | Frank McClarin/Midstate CF    | I13-024   | 3          | \$22.74    | \$409.32   | 00A1677 |
| 5/30/2013  | Kelly O'Donnell   | Michael Wagner/Collings CF    | I13-125   | 3          | \$22.74    | \$409.32   | 11A5570 |
| 9/5/2013   | Kelly O'Donnell   | Christian Montoya/Midstate Cf | I13-237   | 3          | \$22.74    | \$409.32   | 12R3229 |
| 10/17/2013 | Kelly O'Donnell   | David McLaughlin/Cape Vincent | I13-299   | 3          | \$22.74    | \$409.32   | 12R1405 |
| 10/30/2013 | Kelly O'Donnell   | Reggie Jackson/Gouverneur CF  | I13-325   | 3          | \$22.74    | \$409.32   | 94A3268 |
| 3/18/2013  | Randy Moore       | Jessie Engles/Elmira CF       | I12-503   | 3          | \$31.82    | \$190.92   | 09A0673 |
| 11/18/2013 | Randy Moore       | Jorge Rivera/Mohawk CF        | I13-327   | 3          | \$31.82    | \$190.92   | 12R0995 |
| 4/3/2013   | Paula Mrzlikar    | Matthew Cooper/Midstate CF    | I13-042   | 3          | \$38.06    | \$1,141.80 | 10A5945 |
| 4/12/2013  | Paula Mrzlikar    | Ronald Burse/Marcy CF         | S13-036   | 3          | \$38.06    | \$1,141.80 | 95B0740 |
| 7/8/2013   | Paula Mrzlikar    | Justice Butler/Lakeview CF    | S13-085   | 3          | \$38.06    | \$1,141.80 | 12R1814 |
| 7/12/2013  | Paula Mrzlikar    | Zane Smith/Gr.Meadow CF       | I13-181   | 3          | \$38.06    | \$1,141.80 | 06B2509 |
| 9/20/2013  | Paula Mrzlikar    | Justin Metott/Marcy CF        | S13-119   | 3          | \$38.06    | \$1,141.80 | 09B2514 |
| 10/25/2013 | Paula Mrzlikar    | Nicholas Cook/Washington CF   | I13-300   | 3          | \$38.06    | \$1,141.80 | 11A3415 |
| 11/15/2013 | Paula Mrzlikar    | Bryan Ruple/Franklin CF       | I13-326   | 3          | \$38.06    | \$1,141.80 | 08B4050 |
| 11/22/2013 | Paula Mrzlikar    | Joshua Walter/Gouverneur CF   | I13-277   | 3          | \$38.06    | \$1,141.80 | 10R1796 |
| 11/27/2013 | Paula Mrzlikar    | McKenney Nivol/Collins CF     | I13-368   | 3          | \$38.06    | \$1,141.80 | 10R2717 |
| 1/10/2014  | Paula Mrzlikar    | Edgardo Lopez/Marcy CF        | I13-340   | 3          | \$38.06    | \$1,141.80 | YO      |
| 3/27/2013  | Mary Jo Frattasio | Nema Salmon/Midstate CF       | I13-028   | 3          | \$22.74    | \$204.66   | 11R2364 |
| 5/8/2013   | Mary Jo Frattasio | Thomas Taverne/Elmira CF      | I13-092   | 3          | \$22.74    | \$204.66   | 13B0897 |
| 6/26/2013  | Mary Jo Frattasio | Junaun Simmons/Upstate CF     | S13-084   | 3          | \$22.74    | \$204.66   | 11R3074 |
| 5/6/2013   | Steven Madrak     | Eli Benitez/Midstate CF       | I13-097   | 3          | \$36.92    | \$110.76   | 09A5879 |

REIMBURSABLE EXPENSES  
(for)  
PSI'S @ DOC FACILITIES  
(2013)

|           |              |                              |         |   |         |          |         |
|-----------|--------------|------------------------------|---------|---|---------|----------|---------|
| 5/7/2013  | Patrick Cady | James Crossley/Marcy CF      | S13-050 | 3 | \$36.14 | \$542.10 | 11A4526 |
| 5/8/2013  | Patrick Cady | Michael Madonna/Ca. Vincent  | I12-556 | 3 | \$36.14 | \$542.10 | 12B2497 |
| 6/4/2013  | Patrick Cady | Juan Igartua/Southport CF    | I13-135 | 3 | \$36.14 | \$542.10 | 12R1965 |
| 6/24/2013 | Patrick Cady | Garrett General/Coxsackie CG | I13-112 | 3 | \$36.14 | \$542.10 | 09B3008 |
| 10/8/2013 | Patrick Cady | Bryan Scott/Wyoming CF       | I13-282 | 3 | \$36.14 | \$542.10 | 11A3856 |

|           |                  |                              |         |   |         |          |         |
|-----------|------------------|------------------------------|---------|---|---------|----------|---------|
| 5/9/2013  | Daniel Griffiths | Robert Stevenson/Willard     | I13-030 | 3 | \$33.61 | \$201.66 | 11B2469 |
| 8/15/2013 | Daniel Griffiths | Marlon Matos/Cape Vincent CF | I13-243 | 3 | \$33.61 | \$201.66 | 11A3327 |

|           |               |                             |         |   |         |          |         |
|-----------|---------------|-----------------------------|---------|---|---------|----------|---------|
| 10/7/2013 | Gene Adamczyk | Rashad Butler/Midstate CF   | I13-303 | 3 | \$36.92 | \$221.52 | 12B0662 |
| 1/13/2014 | Gene Adamczyk | Anthony Palladino/Elmira CF | I13-363 | 3 | \$36.92 | \$221.52 | 13B2823 |

|            |                 |                             |         |   |         |          |         |
|------------|-----------------|-----------------------------|---------|---|---------|----------|---------|
| 10/7/2013  | Zach Viola      | Dwayne McCord/Gr. Meadows   | I13-284 | 3 | \$24.50 | \$147.00 | 12A2919 |
|            |                 |                             |         | 3 | \$24.50 | \$147.00 |         |
| 11/22/2013 | Christine Perez | Isaiah Bethea/Gr. Meadow CF | I13-361 | 3 | \$24.23 | \$72.69  | 11A5187 |

|            |              |                              |         |   |         |          |         |
|------------|--------------|------------------------------|---------|---|---------|----------|---------|
| 12/10/2013 | Brenda Brown | Danielle Russitano/Albion CF | I13-370 | 3 | \$25.28 | \$151.68 | 13G0681 |
| 2/24/2014  | Brenda Brown | Remulo Cepeda/Marcy CF       | I13-379 | 3 | \$25.28 | \$151.68 | 04A6159 |

\$ -

|          |             |                  |      |  |            |  |  |
|----------|-------------|------------------|------|--|------------|--|--|
| CLERICAL | Typed PSI's | \$1.25 hrs/ea.   |      |  |            |  |  |
|          |             | \$21.09 per hour | 55.5 |  | \$1,170.50 |  |  |

*Total Wages* \$4,737.92

*Fringe's* @ 42.46% of wages \$2,011.72

|                     |         |              |         |
|---------------------|---------|--------------|---------|
| <i>Total travel</i> | 153     | \$ .565/mile | \$86.45 |
|                     | (miles) | \$ p/mile    |         |

**TOTAL VOUCHER** \$6,836.09

REIMBURSABLE EXPENSES  
(for)  
PSI'S @ DOC FACILITIES  
(2013)

I David Tomidy hereby certify that the above statement is a true and accurate account of the expenses incurred in preparing Pre-Sentence Investigations in the above stated matters.

Dated:

1/17/14

David Tomidy  
Probation Director

Subscribed and sworn to before me this

This 17th Day of ~~March~~ January, (Kas)

2014

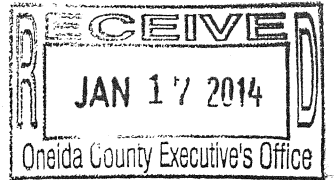
KATHERINE A. SCALISE  
Commissioner of Deeds  
In & For the City of Utica  
My Commission Expires Dec. 31, 2014

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Robert L. Bauer



Dawn Catera Lupi  
First Assistant

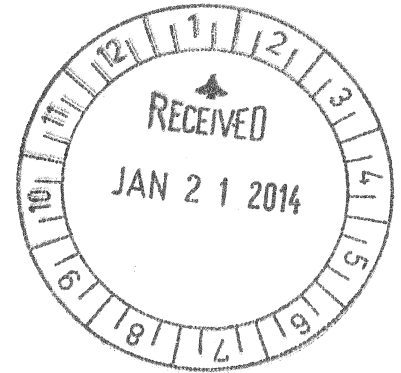
Michael R. Nolan  
Kara E. Wilson  
Joshua L. Bauer  
Christopher D. Hameline  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry III  
Ashley J. Weiss

FN 20 14-079

PUBLIC SAFETY

January 14, 2014

WAYS & MEANS



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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2013 budgetary transfer within the District Attorney's cost center to cover the cost of the Windows 7 upgrade that was completed last year.

TO:

A1165.492 District Attorney, Computer Software & Licenses \$10,000.

FROM:

A1165.101 District Attorney, Salaries \$10,000.

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

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

Anthony J. Picente, Jr.  
County Executive

Date 1/17/14

January 14, 2014  
Page Two

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

Thank you.

Very truly yours,

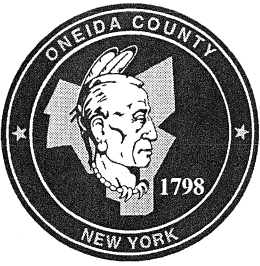
A handwritten signature in black ink, appearing to read "Scott D. McNamara", written in a cursive style.

Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director



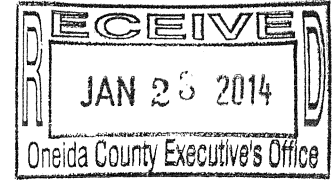


**ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER**

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

120 Base Road ♦ Oriskany, New York 13424  
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529



FN 20  
**PUBLIC SAFETY**

January 17, 2014

**WAYS & MEANS**

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

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

Anthony J. Picente, Jr.  
County Executive

Date 1/23/14

Dear County Executive:

The Emergency Services Office receives funding each year from New York State which is put in a capital account to help improve the 911 emergency communications in Oneida County. These funds are part of the \$1.20 fee put on each land line phone in Oneida County. No bonding funds are involved in this capital account.

I would like to use some of these funds to purchase a new vehicle for the Emergency Services Department. In my conversations with the Comptroller and Purchasing, it was advised these funds be transferred to the general fund and purchase the vehicle in the Automotive Equipment Account (#2512) in order to insure its tracking as a capital asset.

I therefore request your Board approval for the following **2014** supplemental appropriation:

**TO:**

AA# A3020.2512 Emergency Services - Automotive Equipment..... \$26,561.18

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

RA# A3388 State Aid – 911 Surcharge ..... \$26,561.18

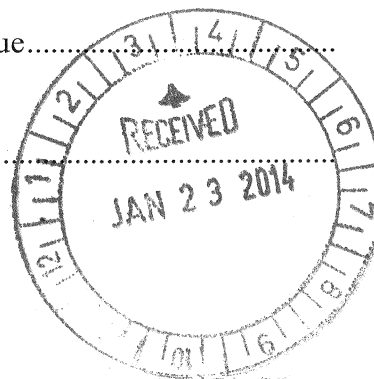
I also request the following transfers to be done in the **Capital Fund**:

**TO:**

RA# **H340-3597** 911 Cell Phone Enhancement - Revenue..... \$26,561.18

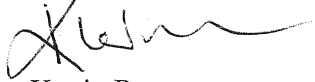
**FROM:**

AA# **H340** 911 Cell Phone System Enhancement ..... \$26,561.18

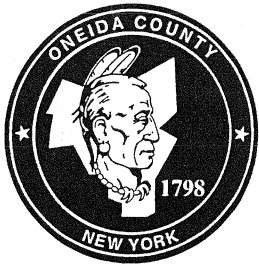


I also respectfully request the full Board act on this legislation at their **February 12, 2014** meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin", with a long, sweeping horizontal stroke extending to the right.

Kevin Revere.  
Director



**ONEIDA COUNTY**  
 ~DEPARTMENT OF EMERGENCY SERVICES~  
 ~OFFICE OF THE FIRE COORDINATOR~  
 ~911 CENTER~

ANTHONY J. PICENTE, JR.  
 County Executive

KEVIN W. REVERE  
 Director

120 Base Road • Oriskany, New York 13424  
 Phone: (315) 765-2526 • Fax: (315) 765-2529

January 6, 2014

FN 20 14-081

**PUBLIC SAFETY**

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

**WAYS & MEANS**

Dear County Executive Picente,

The 911 Center requests to enter into a contract with JPJ Electronics Inc for maintenance, repairs and other services to radio and communications equipment at the 911 Center and radio tower sites. The equipment is used to communicate with emergency responders throughout the county. The equipment is county owned, the contract covers maintenance of that equipment over a five year period from 2013 thru 2017. The cost per year is \$39,892.00 for a total cost of \$199,460.00. The cost will be paid from our existing maintenance accounts.

If I can be of further assistance, please feel free to contact me.

Thank You.

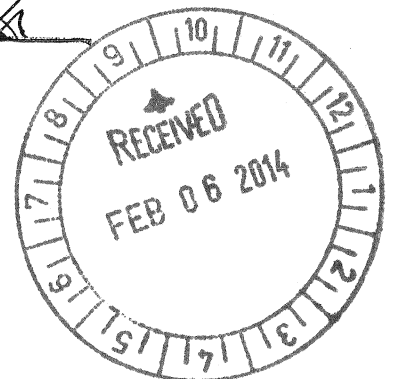
Sincerely,

Kevin W. Revere  
 Director of Emergency Services

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

Anthony J. Picente, Jr.  
 County Executive

Date 2/5/14



Kmg

Oneida Co. Department Emergency Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization** : JPJ Electronic Communications, Inc.

**Title of Activity or Services**: Furnish inspection, maintenance, repairs and other services to the equipment listed at the 911 Center and Radio Tower Sites

**Proposed Dates of Operations**: January 1, 2013 through December 31, 2017.

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**

911 Center and Radio Tower sites will be provided basic service to inspect, maintain, repair all the equipment listed on amendment.

**2). Program/Service Objectives and Outcomes:** Keep equipment serviced and in working order.

**3). Program Design and Staffing Level**

N/A

**Total Funding Requested:** \$199,460.00

**Oneida County Dept. Funding Recommendation:** 3020.493

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

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

**Past performance Served:** N/A

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

**Communications Equipment Service Agreement**

JPJ Electronic Communications, Inc. (JPJ) agrees to furnish inspection, maintenance, repairs and other services to the equipment listed on the attached or any amended schedule, at rates listed in such schedules, which will be performed in accordance with the terms and conditions specified on this and the reverse side of this agreement, and any future amendments made to this agreement.

SEE SEPARATE LIST FOR EQUIPMENT COVERED UNDER THIS AGREEMENT

PLAN TYPE:     Basic Service     Emergency Service

**SPECIAL PROVISIONS:**

**NO SPECIAL PROVISIONS**


**EFFECTIVE: 12:01 AM, JANUARY 1, 2013, AND CONTINUING THROUGH DECEMBER 31, 2017  
UNLESS CANCELED BY EITHER PARTY AS PROVIDED IN PARAGRAPH 9;**

**ONEIDA COUNTY EMERGENCY SERVICES**

agrees to pay JPJ monthly for such services in accordance with the terms and conditions specified in this agreement and any attached schedules or amendments.

AGREED:

JPJ ELECTRONIC COMMUNICATIONS, INC.

By: 

Title: President

Date: 12/18/13

AGREED:

ONEIDA COUNTY, NEW YORK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

# PROVISIONS OF THE COMMUNICATIONS EQUIPMENT SERVICE AGREEMENT

**1. INDEPENDENT CONTRACTOR:** JPJ covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of JPJ as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County of Oneida or the Oneida County Emergency Services, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County of Oneida or the Oneida County Emergency Services, including but not limited to Workers Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

**2. MAINTENANCE COVERAGE:** JPJ will inspect the customer's communications equipment listed in the schedule attached hereto, and made a part hereof, and make such repairs, adjustments and replacement of tubes and components (subject to parts availability) as may be necessary to return the equipment to normal operating condition, provided such service and maintenance are necessitated by normal usage of the equipment as determined by JPJ. In the event that the service required is not due to normal operating conditions, a quotation will be provided for customer approval prior to the start of any repairs, and an invoice will be issued upon completion of said repairs. A preventive maintenance inspection will be rendered to each piece of equipment by JPJ at the time repairs are completed.

### 3. BASIC SERVICE:

(A.) Upon failure of a portable product, Oneida County Emergency Services will deliver the defective product to the JPJ service facility for repairs. Upon completion of repairs the customer will be notified to pick up the equipment at JPJ.

(B.) Upon notice to JPJ of the failure of a mobile unit JPJ will schedule Oneida County Emergency Services to drive to the service facility for repairs. Should repairs be unable to be completed in a reasonable amount of time the technician will remove the unit for shop repair. Upon completion of the repairs Oneida County Emergency Services will be notified and again be scheduled to come to the service facility for reinstallation of the repaired equipment. No shipping, handling, field service calls nor travel charges are covered under this plan.

### 4. EMERGENCY SERVICE:

(A.) **BASE STATIONS, CONTROL & REPEATER STATIONS, ESSENTIAL CONSOLES AND OTHER CONTROL & SITE EQUIPMENT:** Upon receipt of notice of failure of such covered equipment, JPJ will dispatch a technician to perform emergency service by means of telephone support, on-line support or site visits as required to restore any of these products to normal operation. This service will be provided at any time as often as required during the term of this agreement. JPJ will, at no charge and within reason, coordinate with any outside vendor to restore services to covered equipment due to disrupted control circuits or control path equipment provided by such vendors.

(B.) **MOBILE UNITS AND PORTABLE PRODUCTS:** JPJ will provide emergency service for these products outside of normal working hours, upon request, at quoted additional charges based on JPJ overtime or weekend rates in effect at the time services are requested.

**5. REPLACEMENT PARTS:** JPJ will replace, subject to availability, component parts of the equipment when such replacement is made necessary solely through the normal and proper use of the equipment. Unless stated under special provisions in this agreement; this agreement does not cover batteries, antennas, interapparatus conduit wiring, connecting cables, warning lights or coaxial cables, nor does this agreement cover replacement of non-repairable accessories including, but not limited to, such items as carry cases, clips, radio holders etc.

**6. EXTRA SERVICES:** Upon the request of the Customer, JPJ will quote & perform the following at its regular rates in effect at the time services are requested; (A) Reinstall or relocate any communications equipment in vehicles or at locations different from where originally installed; (B) Install additional equipment; (C) Arrange for repair or replacement of towers, tower lights, antennas or antenna lines; (D) Repair and restore to normal operating condition, any communications equipment not covered by this agreement but forming a part of the customer's communications system; (E) Make improvements in the customer's communications system possible as a result of progress in the technical art. If JPJ finds that any communications equipment of the customer has been altered or repaired by others in such a manner as to affect reliability or detract from the performance thereof, or if such equipment has been subject to misuse, JPJ will bring same to the attention of the customer, outline the work which should be done and quote a price to correct the condition, and upon approval, perform said work in accordance with the quotation.

**7. ADDITIONAL EQUIPMENT:** This agreement covers equipment listed in the attached schedule and, by amended schedules such additional equipment hereafter installed as part of the communications system and added to the schedules, provided that such additional equipment if installed by others, be subject to inspection by JPJ to determine if it is in normal operating condition. In the event such additional equipment is not in normal operating condition, JPJ shall restore same to normal operating condition at prevailing rates.

**8. JPJ RESPONSIBILITY:** JPJ warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications. JPJ will provide evidence that adequate liability insurance is carried by JPJ. It is further agreed JPJ has no responsibilities to the installation, service or maintenance of motor generators, batteries or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception from interference produced or emanating from such power supplies or other outside sources, nor for wiring, fusing or termination of any building or commercial AC circuits unless otherwise indicated under special provisions in this agreement.

**9. TERMS:** The term of this agreement shall begin on the date indicated in this agreement and shall continue for five (5) years unless canceled by either party by giving written notice to the other party not less than 60 days prior to the expiration of the yearly period. Payment for services under this agreement shall begin on the first day of the first month following the date indicated in this agreement, and shall continue monthly without interruption until this agreement is terminated as permitted herein.

**10. INSURANCE:** JPJ agrees that it will, at its own expense, at all times during the term of this agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services performed under the agreement. JPJ agrees to have the County of Oneida and the Oneida County Emergency Services named as additional insured on a primary basis to said policies, and to provide Emergency Services with certificates from said insurance company or companies showing the County of Oneida and the Oneida County Emergency Services as additional insureds prior to the execution of the Agreement, and to provide that such coverage shall not be terminated without prior written notice to Emergency Services Office at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall consist of the following: Commercial General Liability Insurance: \$1,000,000 per incident and in the aggregate.

**11. INDEMNIFICATION:** JPJ agrees that it shall defend, indemnify and hold harmless the County of Oneida and the Oneida County Emergency Services from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of JPJ and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence or willful misconduct by JPJ or failure on the part of JPJ to comply with any of the covenants, terms or conditions of this agreement.



ONEIDA COUNTY COMMUNICATIONS  
 SITE EQUIPMENT INVENTORY 12/31/12

ZETRON #Z102804

| SITE    | EQUIP             | TX    | RX    | MODEL        | SIN          | REMARKS           | PUR  | LIST | ADD |
|---------|-------------------|-------|-------|--------------|--------------|-------------------|------|------|-----|
| 911 ADM | ACU1000           | VHF   | VHF   | ACU-1000-M   |              |                   | 1209 | WARR | 50  |
| 911 ADM | DESKTOP 1 RADIO   | VHF   | VHF   | D2HMG8       | 1677758      | ORION             | 9801 | 19   |     |
| 911 ADM | DESKTOP 1 STATION | VHF   | VHF   | DSDX08       | 1698314      | ORION TYPE        | 9801 | 18   |     |
| 911 ADM | DESKTOP 2 RADIO   | VHF   | VHF   | D2HMG8       | 1774224      | ORION             | 0006 | 19   |     |
| 911 ADM | DESKTOP 2 STATION | VHF   | VHF   | DSDX08       | 1774069      | ORION TYPE        | 0006 | 18   |     |
| 911 ADM | DESKTOP 3 RADIO   | EDACS | EDACS | D28MTX AEGIS | 1774225      | ORION             | 0006 | 28   |     |
| 911 ADM | DESKTOP 3 STATION | EDACS | EDACS | DSDX08       | 1774070      | ORION TYPE        | 0006 | 18   |     |
| 911 ADM | DESKTOP 4 RADIO   | EDACS | EDACS | D28MTX AEGIS | 1736881      | ORION             | 0002 | 28   |     |
| 911 ADM | DESKTOP 4 STATION | EDACS | EDACS | DSDX08       | 1739127      | ORION TYPE        | 0002 | 18   |     |
| 911 ADM | DESKTOP 5 RADIO   | EDACS | EDACS | D28MG2 AEGIS | 1705084      | ORION             | 9806 | 39   |     |
| 911 ADM | DESKTOP 5 STATION | EDACS | EDACS | DSDX08       | 1705117      | ORION TYPE        | 9806 | 18   |     |
| 911 ADM | DESKTOP 6 HEAD    |       |       | MAMW-NCP9H   | 95008016     |                   | 1009 | 8    |     |
| 911 ADM | DESKTOP 6 RADIO   | VHF   | VHF   | MAMW-SHMXX   | A40123347513 | M7300             | 1009 | 27   |     |
| 911 ADM | DESKTOP 6 STATION | VHF   | VHF   | MAMW-NZN8L   | 201822       | CS7000 TYPE       | 1112 | 24   |     |
| 911 ADM | ENCODER           |       |       | M25          |              | CMD POST          | 9703 | 28   |     |
| 911 ADM | EXPANDER          |       |       | M25E         |              | CMD POST          | 9703 | 8    |     |
| 911 ADM | KMC MOBILE        | VHF   | VHF   | KMHMCD       | 335661       | PEDERSON          | 0310 | 9    |     |
| 911 ADM | LPE W/128 FLASH   | EDACS | EDACS | KRD103103    | 0001AUF      | CONBOY            | 9806 | 24   |     |
| 911 ADM | LPE W/128 FLASH   | EDACS | EDACS | KRD103103    | 0001AUG      | VANAMEE           | 9806 | 24   |     |
| 911 ADM | LPE W/128 FLASH   | EDACS | EDACS | KRD103103    | 0001AUH      | JONES             | 9806 | 24   |     |
| 911 ADM | M7100 MOB         | VHF   | VHF   | MAHG-SHHX    | 9057714      | JONES VEH         | 0810 | 35   |     |
| 911 ADM | M7300 MOB         | EDACS | EDACS | MAMW-SDMXX   | A4011E00882  | BLACK TAHOE       | 1008 | 31   |     |
| 911 ADM | M7300 MOB HEAD    | EDACS | EDACS | MAMW-NCP9H   | 95008001     | BLACK TAHOE       | 1008 | 9    |     |
| 911 ADM | M7300 MOB         | EDACS | EDACS | MAMW-SDMXX   | A4011E00882  | SILVER TAHOE      | 1008 | 31   |     |
| 911 ADM | M7300 MOB HEAD    | EDACS | EDACS | MAMW-NCP9H   | 95008004     | SILVER TAHOE      | 1008 | 9    |     |
| 911 ADM | M7300 MOB         | VHF   | VHF   | MAMW-SHMXX   | A40123347511 | KEVIN REVERE      | 1009 | 27   |     |
| 911 ADM | M7300 MOB HEAD    | VHF   | VHF   | MAMW-NCP9H   | 95007915     | KEVIN REVERE      | 1009 | 8    |     |
| 911 ADM | M7300 MOB         | VHF   | VHF   | MAMW-SHMXX   | A40123347512 | GERALD            | 1009 | 27   |     |
| 911 ADM | M7300 MOB HEAD    | VHF   | VHF   | MAMW-NCP9H   | 95008013     | GERALD            | 1009 | 8    |     |
| 911 ADM | MDX CONSOLE       | VHF   | VHF   | PMH4SA       | 1625330      | CMD POST          | 9703 | 20   |     |
| 911 ADM | MDX MOBILE        | EDACS | EDACS | PM82SN/PMVA  | 1533252      | ROME HAZMAT TRUCK | 0804 | 14   |     |
| 911 ADM | MRKII AEGIS       | EDACS | EDACS | PK2ZGE       | 9357141      | JONES             | 9812 | 41   |     |
| 911 ADM | MRKII AEGIS       | VHF   | VHF   | PK5HGC       | 277071       | JONES             | 9812 | 17   |     |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2502225     |                   | 1209 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2600347     |                   | 1209 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2600348     |                   | 1209 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2600349     |                   | 1209 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2700930     |                   | 1209 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2700931     |                   | 1209 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2A00944     |                   | 1211 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2A00945     |                   | 1211 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2A00946     |                   | 1211 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2A00947     |                   | 1211 | WARR | 7   |
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K       | B2A00948     |                   | 1211 | WARR | 7   |

| SITE    | EQUIP             | TX    | RX    | MODEL         | SIN          | REMARKS                           | PUR  | LIST | ADD |
|---------|-------------------|-------|-------|---------------|--------------|-----------------------------------|------|------|-----|
| 911 ADM | NX200 PORTABLE    | VHF   | VHF   | NX200K        | B2A00949     |                                   | 1211 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1A03702     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1A03831     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1A04729     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1A04733     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1A04734     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1C01274     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX300 PORTABLE    | UHF   | UHF   | NX-300K2      | B1C01275     | ROME NEXEDGE                      | 1201 | WARR | 7   |
| 911 ADM | NX-800 MOB        | UHF   | UHF   | NX-800HK2     | B0A00031     | BLACK TAHOE                       | 1008 | 9    |     |
| 911 ADM | NX-800 MOB        | UHF   | UHF   | NX-800HK2     | B0A00032     | SILVER TAHOE                      | 1008 | 9    |     |
| 911 ADM | ORION MOB         | VHF   | VHF   | D2HMCX        | 1803209      | EMERG SVCS DELETED 12/31/12 JONES | 0112 | 0    |     |
| 911 ADM | ORION MOB         | VHF   | VHF   | D2HMCX        | 1806970      | EMERG SVCS DELETED 12/31/12 JONES | 0112 | 0    |     |
| 911 ADM | ORION MOB         | VHF   | VHF   | D2HMG8        | 1677557      | EMERG SVCS DELETED 12/31/12 JONES | 9801 | 0    |     |
| 911 ADM | ORION MOB         | VHF   | VHF   | D2HMG8        | 1701344      | JOE JONES DELETED 12/31/12 JONES  | 9804 | 0    |     |
| 911 ADM | ORION MOB AEG     | EDACS | EDACS | D28LG1        | 1695215      | NHPD DISP                         | 9804 | 39   |     |
| 911 ADM | ORION MOB AEG     | EDACS | EDACS | D28LTX/D2VE-U | 1456260      | AIRVAN 278                        | 1104 | 39   |     |
| 911 ADM | ORION MOB AEG     | EDACS | EDACS | D28LTX/D2VE-U | 2340049      | AIRVAN 279                        | 1104 | 39   |     |
| 911 ADM | ORION MOB AEG     | EDACS | EDACS | D28MTX        | 1809368      | BACKUP                            | 0202 | 39   |     |
| 911 ADM | PCS PORTABLE      | EDACS | EDACS | PC8LGS        | 9480206      | DEP COORD 3                       | 9802 | 12   |     |
| 911 ADM | PCS PORTABLE      | EDACS | EDACS | PC8LGS        | 9480208      | DEP COORD 2                       | 9802 | 12   |     |
| 911 ADM | PCS PORTABLE      | EDACS | EDACS | PC8LGS        | 9480217      | DEP COORD 4                       | 9802 | 12   |     |
| 911 ADM | PCS PORTABLE      | EDACS | EDACS | PC8LGS        | 9480219      | DEP COORD 1                       | 9802 | 12   |     |
| 911 ADM | POWER SUPPLY      |       |       | SL11          | 391711-4     | CMD POST                          | 9703 | 4    |     |
| 911 ADM | TK-2170K PORTABLE | VHF   | VHF   | TK-2170K      | 90701063     | EMERG SVCS                        | 0812 | 8    |     |
| 911 ADM | TK-2170K PORTABLE | VHF   | VHF   | TK-2170K      | 90701064     | EMERG SVCS                        | 0812 | 8    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700560     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700561     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700562     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700563     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700564     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700565     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700566     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0700567     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800041     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800042     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800043     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800044     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800045     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800046     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800047     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800048     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800049     |                                   | 1008 | 6    |     |
| 911 ADM | TK-2180K PORTABLE | VHF   | VHF   | TK-2180K      | B0800050     |                                   | 1008 | 6    |     |
| 911 ADM | TK-7160HK MOBILE  | VHF   | VHF   | TK-7160HK     | B0701140     | AIRVAN 279                        | 1104 | 5    |     |
| 911 ADM | TK-7160HK MOBILE  | VHF   | VHF   | TK-7160HK     | B0901084     | AIRVAN 278                        | 1104 | 5    |     |
| 911 ADM | TK-7160HK MOBILE  | VHF   | VHF   | TK-7160HK     |              | ROME HAZMAT TRUCK                 | 0804 | 6    |     |
| 911 ADM | TK-7180           | VHF   | VHF   | TK-7180HK     | A9500484     | GARY JOHNSON                      | 1101 | 7    |     |
| 911 ADM | TK-7360 MOBILE    | VHF   | VHF   | TK-7360HK     | B2400911     | KEVIN REVERE                      | 1206 | 5    |     |
| 911 ADM | UNITY PORTABLE    | ALL   | ALL   | XP-100F       | A40200003234 | ADMIN                             | 1008 | WARR | 47  |



| SITE     | EQUIP          | TX  | RX  | MODEL        | S/N          | REMARKS                    | PUR  | LIST | ADD |
|----------|----------------|-----|-----|--------------|--------------|----------------------------|------|------|-----|
| 911 ADM  | UNITY PORTABLE | ALL | ALL | XP-100F      | A40200003242 | M. CARL D/C COMMUNICATIONS | 1008 | WARR | 47  |
| 911 ADM  | UNITY PORTABLE | ALL | ALL | XP-100F      | A40200003248 | ADMIN                      | 1008 | WARR | 47  |
| 911 ADM  | UNITY PORTABLE | ALL | ALL | XP-100F      | A40200003768 | GERALD                     | 1008 | WARR | 47  |
| 911 ADM  | UNITY PORTABLE | VHF | VHF | XP-100F-S01  | A40200008026 | ADMIN                      | 1203 | WARR | 27  |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 00838-129    | CONSOLE 1                  | 0002 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 00835-129    | CONSOLE 2                  | 0002 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 00837-129    | CONSOLE 3                  | 0002 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 00836-129    | CONSOLE 4                  | 0002 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 00834-129    | CONSOLE 5                  | 0002 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 00839-129    | CONSOLE 6                  | 0002 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0210-085     | CONSOLE 7                  | 9512 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0209-085     | CONSOLE 8                  | 9512 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0208-085     | CONSOLE 9                  | 9512 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0211-085     | CONSOLE 10                 | 9512 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0327-017     | CONSOLE 11                 | 9512 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0212-085     | CONSOLE 12                 | 9709 | 38   |     |
| 911 DISP | AUDIO PANEL    |     |     | 4217B & P/S  | 0328-017     | CONSOLE 13                 | 9709 | 38   |     |
| 911 DISP | CONTROLLER     |     |     | M284         | 091071       | POSITION 3 LAW             | 0612 | 19   |     |
| 911 DISP | CONTROLLER     |     |     | M284         | 091073       | POSITION 5 FIRE            | 0612 | 19   |     |
| 911 DISP | CONTROLLER     |     |     | DR10BK-UE-FD | 05180711     | UFD PA                     | 1112 | 5    |     |
| 911 DISP | CONTROLLER     |     |     | DR10BK-UE-FD | 05180811     | UFD PA                     | 1112 | 5    |     |
| 911 DISP | CONTROLLER     |     |     | DR10BK-UE-FD | 05180911     | UFD PA                     | 1112 | 5    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 1                  | 9512 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 2                  | 9512 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 3                  | 9512 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 4                  | 9512 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 5                  | 9709 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 6                  | 9709 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 7                  | 9512 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 8                  | 0002 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 9                  | 0002 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 10                 | 0002 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 11                 | 0002 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 12                 | 0002 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 13                 | 0002 | 2    |     |
| 911 DISP | JACKBOX        |     |     |              | NONE         | CONSOLE 1                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 2                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 3                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 4                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 5                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 6                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 7                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 8                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 9                  | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 10                 | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 11                 | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 12                 | 0002 | 0    |     |
| 911 DISP | KEYBOARD       |     |     |              | NONE         | CONSOLE 13                 | 0002 | 0    |     |
| 911 DISP | MDX            |     |     |              | 1504686      | RFD/RPD B/U                | 9709 | 14   |     |

| SITE     | EQUIP           | TX    | RX    | MODEL  | SIN     | REMARKS     | PUR  | LIST | ADD |
|----------|-----------------|-------|-------|--------|---------|-------------|------|------|-----|
| 911 DISP | MDX             | EDACS | EDACS | PM82SN | 1636494 | UFD/UPD B/U | 9709 | 12   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116428  | CONSOLE 1   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116429  | CONSOLE 2   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116430  | CONSOLE 3   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116431  | CONSOLE 4   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116432  | CONSOLE 5   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116433  | CONSOLE 6   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116434  | CONSOLE 7   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116435  | CONSOLE 8   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116436  | CONSOLE 9   | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116437  | CONSOLE 10  | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116438  | CONSOLE 11  | 0708 | 15   |     |
| 911 DISP | MON PANEL       |       |       | 27     | 116439  | CONSOLE 12  | 0708 | 15   |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 1   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 2   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 3   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 4   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 5   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 6   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 7   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 8   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 9   | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 10  | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 11  | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 12  | 0002 | 0    |     |
| 911 DISP | MOUSE           |       |       |        | NONE    | CONSOLE 13  | 0002 | 0    |     |
| 911 DISP | POWER SUPPLY    |       |       | SL11R5 |         | RFD/RPD B/U | 9709 | 2    |     |
| 911 DISP | POWER SUPPLY    |       |       | SLR3.5 | 9705007 | UFD/UPD     | 9709 | 2    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 1   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 2   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 3   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 4   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 5   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 6   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 7   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 8   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 9   | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 10  | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 11  | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 12  | 0002 | 0    |     |
| 911 DISP | PROCESSOR       |       |       |        | NONE    | CONSOLE 13  | 0002 | 0    |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116398  | CONSOLE 1   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116399  | CONSOLE 2   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116400  | CONSOLE 3   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116401  | CONSOLE 4   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116402  | CONSOLE 5   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116403  | CONSOLE 6   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116404  | CONSOLE 7   | 0708 | 19   |     |
| 911 DISP | RECALL RECORDER |       |       | 3022   | 116405  | CONSOLE 8   | 0708 | 19   |     |

| SITE      | EQUIP           | TX | RX | MODEL    | S/N       | REMARKS                 | PUR  | LIST | ADD |
|-----------|-----------------|----|----|----------|-----------|-------------------------|------|------|-----|
| 911 DISP  | RECALL RECORDER |    |    | 3022     | 116407    | CONSOLE 9               | 0708 | 19   |     |
| 911 DISP  | RECALL RECORDER |    |    | 3022     | 116408    | CONSOLE 10              | 0708 | 19   |     |
| 911 DISP  | RECALL RECORDER |    |    | 3022     | 116409    | CONSOLE 11              | 0708 | 19   |     |
| 911 DISP  | RECALL RECORDER |    |    | 3022     | 116410    | CONSOLE 12              | 0708 | 19   |     |
| 911 DISP  | RECALL RECORDER |    |    | 3022     | 116406    | CONSOLE 13              | 0708 | 19   |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 1               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 2               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 3               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 4               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 5               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 6               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 7               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 8               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 9               | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 10              | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 11              | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 12              | 0002 | 0    |     |
| 911 DISP  | TOUCH SCREEN    |    |    | COMPAQ   |           | CONSOLE 13              | 0002 | 0    |     |
| 911 EQ RM | CAGE CHANNEL    |    |    | 901-9691 | 158129    | ZETRON RACK             | 0002 | 35   |     |
| 911 EQ RM | CAGE CONSOLE    |    |    | 901-9462 | 158129    | ZETRON RACK             | 0002 | 33   |     |
| 911 EQ RM | CAGE P/S        |    |    | 950-9693 | 158129    | SPARE                   | 0612 | 26   |     |
| 911 EQ RM | CAGE P/S        |    |    | 950-9693 | 158129    | ZETRON RACK             | 0002 | 26   |     |
| 911 EQ RM | CAGE P/S        |    |    | 950-9693 | 158129    | ZETRON RACK             | 0002 | 26   |     |
| 911 EQ RM | CARD AUX IO     |    |    | 702-9105 | NONE      | SLOT 13 AUX IO 0        | 9512 | 9    |     |
| 911 EQ RM | CARD AUX IO     |    |    | 702-9105 | NONE      | SLOT 14 AUX IO 1        | 9512 | 9    |     |
| 911 EQ RM | CARD AUX IO     |    |    | 702-9105 | NONE      | SPARE                   | 9512 | 9    |     |
| 911 EQ RM | CARD AUX IO     |    |    | 702-9105 | NONE      | SPARE                   | 0612 | 9    |     |
| 911 EQ RM | CARD AUX IO     |    |    | 702-9105 | NONE      | SPARE                   | 0612 | 9    |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 1               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 2               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 3               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 4               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 5               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 6               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 7               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 8               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 9               | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 10              | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 11              | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 12              | 0002 | 17   |     |
| 911 EQ RM | CARD C/C        |    |    | 950-9695 | NONE      | CONSOLE 13              | 0002 | 17   |     |
| 911 EQ RM | CARD DC         |    |    | 702-9095 | NONE      | SLOT 7 BOCES / 45.88    | 9512 | 16   |     |
| 911 EQ RM | CARD DC         |    |    | 702-9095 | NONE      | SPARE                   | 9512 | 16   |     |
| 911 EQ RM | CARD DC         |    |    | 702-9095 | NONE      | SPARE                   | 9512 | 16   |     |
| 911 EQ RM | CARD MDX        |    |    | 950-9617 | NONE      | SLOT 10 ROME/UTICA DATA | 9709 | 22   |     |
| 911 EQ RM | CARD MDX        |    |    | 950-9617 | NONE      | SPARE                   | 0612 | 22   |     |
| 911 EQ RM | CARD ORION      |    |    | 950-9867 | NONE      | SLOT 9 RFD / POLICE     | 9512 | 24   |     |
| 911 EQ RM | CARD ORION      |    |    | 950-9867 | NONE      | SLOT 12 UFD / POLICE    | 9512 | 24   |     |
| 911 EQ RM | CARD ORION      |    |    | 950-9867 | 10573-003 | SLOT XX NHPD / BACKUP   | 1009 | 30   |     |

| SITE      | EQUIP             | TX      | RX      | MODEL    | S/N        | REMARKS                             | PUR  | LIST | ADD |
|-----------|-------------------|---------|---------|----------|------------|-------------------------------------|------|------|-----|
| 911 EQ RM | CARD ORION        |         |         | 950-9867 | NONE       | SPARE                               | 0612 | 24   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SLOT 2 LAW BRIDGEWATER / SPARE      | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SLOT 3 LAW LOCAL / IA               | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SLOT 4 CONT F5 / FIRE KIRKLAND      | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SLOT 5 FIRE STEUBEN / BRIDGEWATER   | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SLOT 6 FIRE LOCAL / SPARE6          | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SLOT 16 FIRE FLOR / LAW FLOR        | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SPARE                               | 9512 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SPARE                               | 9804 | 13   |     |
| 911 EQ RM | CARD TONE         |         |         | 950-9820 | 324174-076 | SLOT XX ROME PD                     | 0405 | 17   |     |
| 911 EQ RM | CARD TONE         |         |         | 950-9820 | 324174-078 | SLOT XX ROME FD                     | 0405 | 17   |     |
| 911 EQ RM | CARD TONE         |         |         | 702-9084 | NONE       | SPARE W / G* & MDC ANI              | 9611 | 21   |     |
| 911 EQ RM | CARD TRAFFIC      |         |         | 950-9692 | NONE       | CONSOLE CAGE SLOT 1                 | 0002 | 15   |     |
| 911 EQ RM | CARD TRAFFIC      |         |         | 950-9692 | NONE       | CONSOLE CAGE SLOT 2                 | 0002 | 15   |     |
| 911 EQ RM | CARD TRAFFIC      |         |         | 950-9692 | NONE       | SPARE                               | 0612 | 15   |     |
| 911 EQ RM | CARD UNIVERSAL    |         |         | 950-9819 | NONE       | SLOT 1 LAW KIRKLAND / STEUBEN       | 0612 | 27   |     |
| 911 EQ RM | CARD UNIVERSAL    |         |         | 950-9819 | NONE       | SPARE                               | 0612 | 27   |     |
| 911 EQ RM | DATA RADIO        | 900 mHz | 900 mHz | iNET 900 | 1260602    | ACCESS POINT DELETED 12/31/12 JONES | 0405 | 0    |     |
| 911 EQ RM | DATA RADIO        | 900 mHz | 900 mHz | iNET 900 | 1260585    | REMOTE DELETED 12/31/12 JONES       | 0405 | 0    |     |
| 911 EQ RM | INTERFACE MDX     |         |         | 950-9607 | NONE       | ROME DATA                           | 9709 | 4    |     |
| 911 EQ RM | INTERFACE MDX     |         |         | 950-9607 | NONE       | SPARE                               | 0612 | 4    |     |
| 911 EQ RM | INTERFACE MDX     |         |         | 950-9607 | NONE       | UTICA DATA                          | 9709 | 4    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | 148946     | BACKUP                              | 1009 | 7    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | 148939     | NHPD                                | 1009 | 7    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | NONE       | RFD 911 DISP                        | 0002 | 5    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | NONE       | RPD 911 DISP                        | 0002 | 5    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | NONE       | SPARE                               | 0612 | 5    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | NONE       | UFD 911 DISP                        | 0002 | 5    |     |
| 911 EQ RM | INTERFACE ORION   |         |         | 950-9868 | NONE       | UPD 911 DISP                        | 0002 | 5    |     |
| 911 EQ RM | INTERFACE NEXEDGE |         |         | 950-9630 | NONE       | FD/PD                               | 1201 | 27   |     |
| 911 EQ RM | JPS VOTER CIM     |         |         | CIM-2    | 17828      | F5 CONTROL                          | 0512 | 9    |     |
| 911 EQ RM | JPS VOTER CIM     |         |         | CIM-2    | 1425       | FIRE                                | 0409 | 9    |     |
| 911 EQ RM | JPS VOTER CIM     |         |         | CIM-2    | 10544      | FIRE SPARE                          | 0502 | 9    |     |
| 911 EQ RM | JPS VOTER CIM     |         |         | CIM-2    | 2226       | LAW                                 | 0409 | 9    |     |
| 911 EQ RM | JPS VOTER CIM     |         |         | CIM-2    | 10552      | LAW SPARE                           | 0502 | 9    |     |
| 911 EQ RM | JPS VOTER CPM     |         |         | CPM-1    | 21439      | F5 CONTROL                          | 0512 | 7    |     |
| 911 EQ RM | JPS VOTER CPM     |         |         | CPM-1    | 3881       | FIRE                                | 0409 | 7    |     |
| 911 EQ RM | JPS VOTER CPM     |         |         | CPM-1    | 11692      | FIRE SPARE                          | 0502 | 7    |     |
| 911 EQ RM | JPS VOTER CPM     |         |         | CPM-1    | 3880       | LAW                                 | 0409 | 7    |     |
| 911 EQ RM | JPS VOTER CPM     |         |         | CPM-1    | 11743      | LAW SPARE                           | 0502 | 7    |     |
| 911 EQ RM | JPS VOTER P/S     |         |         | PSM-1A   | 23476      | F5 CONTROL                          | 0512 | 9    |     |
| 911 EQ RM | JPS VOTER P/S     |         |         | PSM-1A   | 4489       | FIRE                                | 0409 | 9    |     |
| 911 EQ RM | JPS VOTER P/S     |         |         | PSM-1A   | 10885      | FIRE SPARE                          | 0502 | 9    |     |
| 911 EQ RM | JPS VOTER P/S     |         |         | PSM-1A   | 4478       | LAW                                 | 0409 | 9    |     |
| 911 EQ RM | JPS VOTER P/S     |         |         | PSM-1A   | 11011      | LAW SPARE                           | 0502 | 9    |     |
| 911 EQ RM | JPS VOTER RX      |         |         | SVM-2    | 24274      | F5 CONTROL FLORENCE                 | 0512 | 6    |     |
| 911 EQ RM | JPS VOTER RX      |         |         | SVM-2    | 24270      | F5 CONTROL LOCAL                    | 0512 | 6    |     |
| 911 EQ RM | JPS VOTER RX      |         |         | SVM-2    | 24397      | F5 CONTROL SPARE                    | 0512 | 6    |     |
| 911 EQ RM | JPS VOTER RX      |         |         | SVM-2    | 25219      | F5 CONTROL SPARE                    | 0512 | 6    |     |

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| SITE      | EQUIP               | TX       | RX       | MODEL  | SIN     | REMARKS          | PUR  | LIST |
|-----------|---------------------|----------|----------|--------|---------|------------------|------|------|
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 25297   | F5 CONTROL SPARE | 0512 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3738    | FIRE BRIDGEWATER | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3744    | FIRE FLORENCE    | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3509    | FIRE KIRKLAND    | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3805    | FIRE LOCAL       | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 8264    | FIRE SPARE       | 0502 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 8436    | FIRE SPARE       | 0502 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 8439    | FIRE SPARE       | 0502 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3510    | FIRE STEUBEN     | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3494    | LAW BRIDGEWATER  | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3497    | LAW FLORENCE     | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3489    | LAW KIRKLAND     | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3508    | LAW LOCAL        | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 8445    | LAW SPARE        | 0502 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 8446    | LAW SPARE        | 0502 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 8461    | LAW SPARE        | 0502 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 3492    | LAW STEUBEN      | 0409 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 52851   | SYSTEM SPARE     | 0803 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 52897   | SYSTEM SPARE     | 0803 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 52900   | SYSTEM SPARE     | 0803 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 53510   | SYSTEM SPARE     | 0803 | 6    |
| 911 EQ RM | JPS VOTER RX        |          |          | SVM-2  | 53843   | SYSTEM SPARE     | 0803 | 6    |
| 911 EQ RM | JPS VOTER SHELF     |          |          | SNV-12 | 20204   | F5 CONTROL       | 0512 | 14   |
| 911 EQ RM | JPS VOTER SHELF     |          |          | SNV-12 | 4312    | FIRE             | 0409 | 14   |
| 911 EQ RM | JPS VOTER SHELF     |          |          | SNV-12 | 4313    | LAW              | 0409 | 14   |
| 911 EQ RM | MASTR III MON PANEL |          |          | SRDNCX | NONE    | VHF RX CABINET   | 0002 | 4    |
| 911 EQ RM | MASTR III P/S       |          |          | XPSTIN | NONE    | VHF RX CABINET   | 0002 | 7    |
| 911 EQ RM | MASTR III RX        |          | 154.370  | SRRB1N | 1772603 | FIRE             | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 154.920  | SRRB1N | 1768155 | NYSP CARS        | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 154.6950 | SRRB1N | 1768156 | NYSP STATE       | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 155.5050 | SRRB1N | 1768154 | NYSP STATIONS    | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 155.430  | SRRB1N | 1772604 | OCLAW            | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 155.850  | SRRB1N | 1768153 | OCS CAR-CAR      | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 155.010  | SRRB1N | 1768117 | OPS              | 0002 | 20   |
| 911 EQ RM | MASTR III RX        |          | 162.550  | SRRB1N | 1768157 | WEATHER          | 0002 | 20   |
| 911 EQ RM | MASTR III RX SHELF  |          |          | SRHN01 | NONE    | RX 1/2           | 0002 | 8    |
| 911 EQ RM | MASTR III RX SHELF  |          |          | SRHN01 | NONE    | RX 3/4           | 0002 | 8    |
| 911 EQ RM | MASTR III RX SHELF  |          |          | SRHN01 | NONE    | RX 5/6           | 0002 | 8    |
| 911 EQ RM | MASTR III RX SHELF  |          |          | SRHN01 | NONE    | RX 7/8           | 0002 | 8    |
| 911 EQ RM | MASTR III STA       | 155.7150 |          | SXHMCX | 1759194 | F5 CONTROL       | 0002 | 85   |
| 911 EQ RM | MASTR III STA       | 154.370  | 155.7150 | SXHMCX | 1766229 | FIRE REPEATER    | 0002 | 85   |
| 911 EQ RM | MASTR III STA       | 155.370  | 161.250  | SXHMO1 | 1670727 | LAW INT AGCY     | 9710 | 85   |
| 911 EQ RM | MASTR III STA       | 155.430  | 155.370  | SXHMCX | 1766228 | LAW REPEATER     | 0002 | 85   |
| 911 EQ RM | MASTR III STA       | VHF      | VHF      | SXHMCX | 9852627 | MAINT SPARE      | 0212 | 85   |
| 911 EQ RM | MDS MAINT SPARE     |          |          | KVC1M  |         | MUX CARD SPARE   | 0405 | 8    |
| 911 EQ RM | MDS MAINT SPARE     |          |          | KVC1M  |         | MUX CARD SPARE   | 0405 | 8    |
| 911 EQ RM | MDS MAINT SPARE     |          |          | KVC1M  |         | MUX CARD SPARE   | 0405 | 8    |
| 911 EQ RM | MDS MAINT SPARE     |          |          | KVC1M  |         | MUX CARD SPARE   | 0405 | 8    |
| 911 EQ RM | MDS MAINT SPARE     |          |          | KVC1M  |         | MUX CARD SPARE   | 0405 | 8    |

| SITE      | EQUIP            | TX       | RX       | MODEL       | SIN        | REMARKS                    | PUR  | LIST | ADD |
|-----------|------------------|----------|----------|-------------|------------|----------------------------|------|------|-----|
| 911 EQ RM | MDS MAINT SPARE  |          |          | KVC1M       |            | MUX CARD SPARE             | 0405 | 8    |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | KVC1M       |            | MUX CARD SPARE             | 0405 | 8    |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | KVC1M       |            | MUX CARD SPARE             | 0405 | 8    |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | MX-2100     | 419006951  | MUX SHELF SPARE            | 0405 | 25   |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | MX-2100     |            | MUX SHELF SPARE            | 0405 | 25   |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | DT100PW240P |            | POWER SUPPLY SPARE         | 0405 | 3    |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | DT100PW240P |            | POWER SUPPLY SPARE         | 0405 | 3    |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | LEDR900S    | 1263672    | RADIO SPARE                | 0405 | 70   |     |
| 911 EQ RM | MDS MAINT SPARE  |          |          | LEDR900S    | 1283058    | RADIO SPARE                | 0405 | 70   |     |
| 911 EQ RM | MDS TO ALL       |          |          | KMBE/UTP    |            | MUX CARD ETHERNET          | 0405 | 12   |     |
| 911 EQ RM | MDS TO ALL       |          |          | KMBE/UTP    |            | MUX CARD ETHERNET          | 0405 | 12   |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | KVC1M       |            | MUX CARD FLORENCE FIRE     | 0405 | 8    |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | KVC1M       |            | MUX CARD FLORENCE FIRE     | 0405 | 8    |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | KVC1M       |            | MUX CARD FLORENCE LAW      | 0405 | 8    |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | KVC1M       |            | MUX CARD FLORENCE LAW      | 0405 | 8    |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | MX-2100     | 419006943  | MUX CARD FLORENCE SPARE    | 0405 | 25   |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | DT100PW240P |            | MUX SHELF FLORENCE         | 0405 | 3    |     |
| 911 EQ RM | MDS TO FLORENCE  |          |          | LEDR900S    | 1263668    | POWER SUPPLY FLORENCE      | 0405 | 70   |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | RADIO FLORENCE             | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD BRIDGEWATER FIRE  | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD BRIDGEWATER LAW   | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD BRIDGEWATER LAW   | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD BRIDGEWATER SPARE | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD KIRKLAND FIRE     | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD KIRKLAND FIRE     | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD KIRKLAND LAW      | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | KVC1M       |            | MUX CARD KIRKLAND LAW      | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | MX-2100     | 419006942  | MUX CARD KIRKLAND SPARE    | 0405 | 8    |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | DT100PW240P |            | MUX SHELF KIRKLAND         | 0405 | 25   |     |
| 911 EQ RM | MDS TO KIRKLAND  |          |          | LEDR900S    | 1263666    | POWER SUPPLY KIRKLAND      | 0405 | 3    |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | KVC1M       |            | RADIO KIRKLAND             | 0405 | 70   |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | KVC1M       |            | MUX CARD STEUBEN FIRE      | 0405 | 8    |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | KVC1M       |            | MUX CARD STEUBEN LAW       | 0405 | 8    |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | KVC1M       |            | MUX CARD STEUBEN LAW       | 0405 | 8    |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | MX-2100     | 419006950  | MUX CARD STEUBEN SPARE     | 0405 | 8    |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | DT100PW240P |            | MUX SHELF STEUBEN          | 0405 | 25   |     |
| 911 EQ RM | MDS TO STEUBEN   |          |          | LEDR900S    | 1263658    | POWER SUPPLY STEUBEN       | 0405 | 3    |     |
| 911 EQ RM | MDX CABLE        |          |          | NONE        |            | RADIO STEUBEN              | 0405 | 70   |     |
| 911 EQ RM | MDX CONTROL      |          |          | NONE        |            | TEST CABLE                 | 9709 | 0    |     |
| 911 EQ RM | MDX LID 4704     |          |          | NONE        |            | TEST HEAD                  | 9709 | 0    |     |
| 911 EQ RM | MDX MIC          | EDACS    | EDACS    | PM82SN      | 1627493    | RFD FG3                    | 9709 | 12   |     |
| 911 EQ RM | MDXA             | EDACS    | EDACS    | NONE        | NONE       | TEST MIC                   | 9709 | 0    |     |
| 911 EQ RM | MULTICOPLER      | EDACS    | EDACS    | PM82SN/PVA  | 1636499    | UTICA DATA                 | 9709 | 19   |     |
| 911 EQ RM | NET CLOCK        |          | 150-174  | DB8208-100  | D23953-1-1 | VHF RX CABINET             | 0002 | 15   |     |
| 911 EQ RM | NEXEDGE DC BOARD |          |          | GPS9183     | 2259       | EDACS RACK                 | 0506 | 52   |     |
| 911 EQ RM | NEXEDGE DUPLEXER | 453.0250 | 458.0250 | KSGTDC2A    | NONE       | UFD PA                     | 1112 | 4    |     |
| 911 EQ RM | NEXEDGE REPEATER | 453.0250 | 458.0250 | 66-40-44    | 1F20425    | UFD PA                     | 1112 | 0    |     |
| 911 EQ RM | ORION            | EDACS    | EDACS    | NXR-810KDPS | B1500056   | UFD PA                     | 1112 | 22   |     |
| 911 EQ RM | ORION            | EDACS    | EDACS    | D28LTX      | 1764946    | RFD 911 DISP               | 0002 | 30   |     |
| 911 EQ RM | ORION            | EDACS    | EDACS    | D28LTX      | 1764947    | RPD 911 DISP               | 0002 | 30   |     |
| 911 EQ RM | ORION            | EDACS    | EDACS    | D28LTX      | 1764944    | UFD 911 DISP               | 0002 | 30   |     |
| 911 EQ RM | ORION            | EDACS    | EDACS    | D28LTX      | 1764945    | UPD 911 DISP               | 0002 | 30   |     |
| 911 EQ RM | P/S              |          |          | SRM30       | 2010080046 | BKP 911 DISP               | 1009 | 2    |     |
| 911 EQ RM | P/S              |          |          | RM35M       | 96090040   | EDACS RACK M27 MONS        | 0002 | 4    |     |
| 911 EQ RM | P/S              |          |          | SRM30       | 2010080045 | NHP 911 DISP               | 1009 | 2    |     |

ADD

| SITE        | EQUIP                 | TX       | RX       | MODEL          | SIN         | REMARKS                    | PUR  | LIST |
|-------------|-----------------------|----------|----------|----------------|-------------|----------------------------|------|------|
| 911 EQ RM   | P/S                   |          |          | SRM30          | 9912002     | RFD 911 DISP               | 0002 | 2    |
| 911 EQ RM   | P/S                   |          |          | SL11R3.5       | 97050005    | ROME DATA                  | 9709 | 2    |
| 911 EQ RM   | P/S                   |          |          | SRM30          | 9912006     | RPD 911 DISP               | 0002 | 2    |
| 911 EQ RM   | P/S                   |          |          | SRM30          | 9912005     | UFD 911 DISP               | 0002 | 2    |
| 911 EQ RM   | P/S                   |          |          | KPS-15         | 0J40-00209  | UFD PA                     | 1112 | 0    |
| 911 EQ RM   | P/S                   |          |          | SRM30          | 9912003     | UPD 911 DISP               | 0002 | 2    |
| 911 EQ RM   | P/S                   |          |          | SL11R3.5       | 97050007    | UTICA DATA                 | 9709 | 2    |
| 911 EQ RM   | TK-690 RACK MOUNT P/S |          |          | KSGPWRX4       |             | FIRE IA                    | 1010 | 2    |
| 911 EQ RM   | TK-690 SERIES         | 45.88    | 45.88    | TK6900SK3      | B0700142    | FIRE IA                    | 1010 | 33   |
| BRIDGEWATER | DUPLEXOR              | 154.3700 | 161.2500 | 28-37-07A      | 60153A      | FIRE                       | 0208 | 0    |
| BRIDGEWATER | DUPLEXOR              | 155.4300 | 159.3900 | 28-37-07A      | 60153B      | LAW                        | 0208 | 0    |
| BRIDGEWATER | MASTR III             | 154.3700 | 161.2500 | SXHMC1         | 9862045     | FIRE REPEATER              | 0208 | 85   |
| BRIDGEWATER | MASTR III             | 155.4300 | 159.3900 | SXHMC1         | 9862046     | LAW REPEATER               | 0208 | 85   |
| BRIDGEWATER | MASTR III             | 154.3700 | 161.2500 | SXHMC1         | 987761745   | MAINT SPARE                | 0108 | 85   |
| BRIDGEWATER | MASTR III RX          |          | 161.2500 | SRHN01         | 98779154    | FIRE WB                    | 0808 | 20   |
| BRIDGEWATER | MASTR III RX          |          | 159.3900 | SRHN01         | 98779153    | LAW WB                     | 0808 | 20   |
| BRIDGEWATER | MASTR III RX SHELF    |          |          | SRRB1N         | 98779154    | FIRE/LAW WB                | 0808 | 15   |
| BRIDGEWATER | MDS TO KIRKLAND       |          |          | KVC1M          |             | MUX CARD BRIDGEWATER FIRE  | 0405 | 8    |
| BRIDGEWATER | MDS TO KIRKLAND       |          |          | KVC1M          |             | MUX CARD BRIDGEWATER LAW   | 0405 | 8    |
| BRIDGEWATER | MDS TO KIRKLAND       |          |          | KVC1M          |             | MUX CARD BRIDGEWATER SPARE | 0405 | 8    |
| BRIDGEWATER | MDS TO KIRKLAND       |          |          | MX-2100        |             | MUX SHELF BRIDGEWATER      | 0405 | 25   |
| BRIDGEWATER | MDS TO KIRKLAND       |          |          | DT100PW240P    | 610910P0008 | POWER SUPPLY BRIDGEWATER   | 1008 | 3    |
| BRIDGEWATER | MDS TO KIRKLAND       |          |          | LED900S        | 1263675     | RADIO BRIDGEWATER          | 0405 | 70   |
| FLORENCE    | DUPLEXOR              | 154.370  | 161.250  | 28-37-07A      | 55806A      | NO SVC REQD                | 0202 | 0    |
| FLORENCE    | DUPLEXOR              | 155.430  | 159.390  | TXRX 28-37-07A | 63803A      | NO SVC REQD                | 0202 | 0    |
| FLORENCE    | MASTR III RX          |          | 155.715  | SRHN01         | 98779287    | F5 DATA                    | 0812 | 20   |
| FLORENCE    | MASTR III RX          |          | 155.715  | SRHN01         | 98778762    | F5 DATA                    | 0512 | 20   |
| FLORENCE    | MASTR III RX          |          | 161.2500 | SRHN01         | 98779156    | FIRE WB                    | 0808 | 20   |
| FLORENCE    | MASTR III RX          |          | 159.3900 | SRHN01         | 98779155    | LAW WB                     | 0808 | 20   |
| FLORENCE    | MASTR III RX SHELF    |          |          | SRRB1N         | 98778762    | F5 / EMPTY                 | 0512 | 15   |
| FLORENCE    | MASTR III RX SHELF    |          |          | SRRB1N         | 98779156    | FIRE/LAW WB                | 0808 | 15   |
| FLORENCE    | MASTR III STA         | 154.370  | 161.250  | SXHMC1         | 0782935     | FIRE REPEATER              | 0202 | 85   |
| FLORENCE    | MASTR III STA         | 155.430  | 159.390  | SXHMC1         | 0782936     | LAW REPEATER               | 0202 | 85   |
| FLORENCE    | MASTR III STA         | 154.3700 | 161.2500 | SXHMC1         | 987761746   | MAINT SPARE                | 0108 | 85   |
| FLORENCE    | MDS TO 911 EQ RM      |          |          | KVC1M          |             | MUX CARD FLORENCE FIRE     | 0405 | 8    |
| FLORENCE    | MDS TO 911 EQ RM      |          |          | KVC1M          |             | MUX CARD FLORENCE LAW      | 0405 | 8    |
| FLORENCE    | MDS TO 911 EQ RM      |          |          | KVC1M          |             | MUX CARD FLORENCE SPARE    | 0405 | 8    |
| FLORENCE    | MDS TO 911 EQ RM      |          |          | MX-2100        |             | MUX SHELF FLORENCE         | 0405 | 25   |
| FLORENCE    | MDS TO 911 EQ RM      |          |          | DT100PW240P    |             | POWER SUPPLY FLORENCE      | 0405 | 3    |
| FLORENCE    | MDS TO 911 EQ RM      |          |          | LED900S        | 1263665     | RADIO FLORENCE             | 0405 | 70   |
| KIRKLAND    | AUDIO BRIDGE 6 WAY    |          |          | 619E1          | 1101692     | FIRE                       | 1112 | 23   |
| KIRKLAND    | AUDIO BRIDGE 6 WAY    |          |          | 619E1          | 11014035    | LAW                        | 1112 | 23   |
| KIRKLAND    | DUPLEXOR              | 151.1825 | 156.0675 | 28-37-07C      | 12692-A     | P25 ADMIN                  | 1105 | 0    |
| KIRKLAND    | FILTER                | P154.370 | NONE     | 11-37-01       | 43187B1     | NO SVC REQD                | 9803 | 0    |
| KIRKLAND    | FILTER                | P155.010 | NONE     | 11-37-01       | 43187B2     | NO SVC REQD                | 9803 | 0    |
| KIRKLAND    | FILTER                | P155.325 | R155.430 | 20-37-01       | 43187A1     | NO SVC REQD                | 9803 | 0    |
| KIRKLAND    | FILTER                | P155.430 | R155.325 | 20-37-01       | 43187A2     | NO SVC REQD                | 9803 | 0    |
| KIRKLAND    | MASTR III RX          |          | 161.2500 | SRHN01         | 98779149    | FIRE WB                    | 0808 | 20   |
| KIRKLAND    | MASTR III RX          |          | 159.3900 | SRHN01         | 98779150    | LAW WB                     | 0808 | 20   |

| SITE     | EQUIP              | TX       | RX       | MODEL       | S/N       | REMARKS                      | PUR  | LIST | ADD |
|----------|--------------------|----------|----------|-------------|-----------|------------------------------|------|------|-----|
| KIRKLAND | MASTR III RX SHELF |          |          | SRRB1N      | 98779149  | FIRE/LAW WB                  | 0808 | 15   |     |
| KIRKLAND | MASTR III STA      | 154.37   | 161.25   | SXHMC1      | 987762001 | FIRE REPEATER                | 0902 | 85   |     |
| KIRKLAND | MASTR III STA      | 155.43   | 159.39   | SXHMC1      | 987762002 | LAW REPEATER                 | 0902 | 85   |     |
| KIRKLAND | MASTR III STA      | 155.01   | 158.79   | SXHM01      | 1671030   | OPS NB REPEATER (WAS MED)    | 9710 | 85   |     |
| KIRKLAND | MASTR III STA      | 155.01   | 158.79   | SXHM01      | 1671029   | OPS WB RPTR FOR RX ONLY TEMP | 9709 | 85   |     |
| KIRKLAND | MASTR III STATION  | 151.1825 | 156.0675 | SXHPNX      | 98774790  | P25 ADMIN                    | 1105 | 160  |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | KVC1M       |           | MUX CARD BRIDGEWATER FIRE    | 0405 | 8    |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | KVC1M       |           | MUX CARD BRIDGEWATER LAW     | 0405 | 8    |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | KVC1M       |           | MUX CARD BRIDGEWATER SPARE   | 0405 | 8    |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | KVC1M       |           | MUX CARD KIRKLAND FIRE       | 0405 | 8    |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | KVC1M       |           | MUX CARD KIRKLAND LAW        | 0405 | 8    |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | KVC1M       |           | MUX CARD KIRKLAND SPARE      | 0405 | 8    |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | MX-2100     |           | MUX SHELF BRIDGEWATER        | 0405 | 25   |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | MX-2100     |           | MUX SHELF BRIDGEWATER        | 0405 | 25   |     |
| KIRKLAND | MDS TO 911 EQ RM   |          |          | LEDR900S    | 1263669   | MUX SHELF KIRKLAND           | 0405 | 70   |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | KVC1M       |           | RADIO KIRKLAND               | 0405 | 8    |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | KVC1M       |           | MUX CARD BRIDGEWATER FIRE    | 0405 | 8    |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | KVC1M       |           | MUX CARD BRIDGEWATER LAW     | 0405 | 8    |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | KVC1M       |           | MUX CARD BRIDGEWATER SPARE   | 0405 | 8    |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | DT100PW240P |           | POWER SUPPLY BRIDGEWATER     | 0405 | 3    |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | DT100PW240P |           | POWER SUPPLY BRIDGEWATER     | 0405 | 3    |     |
| KIRKLAND | MDS TO BRIDGEWATER |          |          | LEDR900S    | 1263670   | POWER SUPPLY KIRKLAND        | 0405 | 70   |     |
| KIRKLAND | MDS TO PARK        |          |          | KVC1M       |           | RADIO BRIDGEWATER            | 0405 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | KVC1M       |           | MUX CARD BRIDGEWATER FIRE    | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | KVC1M       |           | MUX CARD BRIDGEWATER LAW     | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | KVC1M       |           | MUX CARD BRIDGEWATER SPARE   | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | KVC1M       |           | MUX CARD KIRKLAND FIRE       | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | KVC1M       |           | MUX CARD KIRKLAND LAW        | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | MX-2100     |           | MUX SHELF KIRKLAND           | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | DT100PW240P |           | POWER SUPPLY RADIO           | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | DT100PW240P |           | POWER SUPPLY MUX             | 1112 | 8    |     |
| KIRKLAND | MDS TO PARK        |          |          | LEDR900S    | 2124318   | RADIO TO PARK                | 1112 | 70   |     |
| KIRKLAND | MULTICOPLER        |          |          | DB8208-100W | D68477-2  | VHF RX                       | 9709 | 16   |     |
| LEB SHD  | MULTICOPLER RELAY  | NONE     | NONE     |             | NONE      | TRANSFERS ANT TO TX ON PTT   | 0908 | 6    |     |
| LEB SHD  | OCS RADIO 1        | 10F      | 10F      | TK-790HBK   | 90100458  | TX ONLY, AS A MOBILE         | 0908 | 26   |     |
| LEB SHD  | OCS RADIO 2        | NONE     | 155.0100 | TK-790HBK   | 00500056  | OPS RX                       | 0908 | 24   |     |
| LEB SHD  | OCS RADIO 3        | NONE     | 154.3700 | TK-790HBK   | 00500057  | FIRE RX                      | 0908 | 24   |     |
| LEB SHD  | OCS RADIO 4        | NONE     | 155.4300 | TK-790HBK   | 00500064  | LAW RX                       | 0908 | 24   |     |
| LEB SHD  | OCS RADIO 5        | NONE     | 155.3700 | TK-790HBK   | 00500071  | INTAGCY RX                   | 0908 | 24   |     |
| LEB SHD  | OCS RADIO 6        | NONE     | 155.7150 | TK-790HBK   | 00500074  | CONTROL RX                   | 0908 | 24   |     |
| LEB SHD  | POWER SUPPLY 1     |          |          |             | 001737    | TX ONLY, AS A MOBILE         | 0908 | 5    |     |
| LEB SHD  | POWER SUPPLY 2     |          |          |             | 001742    | OPS RX                       | 0908 | 5    |     |
| LEB SHD  | POWER SUPPLY 3     |          |          |             | 001759    | FIRE RX                      | 0908 | 5    |     |
| LEB SHD  | POWER SUPPLY 4     |          |          |             | 001761    | LAW RX                       | 0908 | 5    |     |
| LEB SHD  | POWER SUPPLY 5     |          |          |             | 001762    | INTAGCY RX                   | 0908 | 5    |     |
| LEB SHD  | POWER SUPPLY 6     |          |          |             | 001764    | CONTROL RX                   | 0908 | 5    |     |
| LEB SHD  | MULTICOPLER        |          | VHF 8P   | CR4-203     | 001764    | SHERIFF OFFICE 4010          | 8809 | 9    |     |
| OCS      | 4010 CONSOLE       |          |          | 901-9269    | 222-8060  | SHERIFF OFFICE 4010 CAPTAIN  | 9703 | 53   |     |
| OCS      | 4010 CONSOLE       |          |          | 901-9269    | 0983-017  | SHERIFF OFFICE 4010 SGT      | 9703 | 53   |     |
| OCS      | 4115 EXPANDER      |          |          | 901-9224    | 0982-017  | SHERIFF OFFICE 4010 SGT      | 9703 | 15   |     |
| OCS      | 4115 EXPANDER      |          |          | 901-9224    | NONE      | BUTTON PANEL                 | 9703 | 15   |     |
| OCS      | CARD TONE          |          |          | 950-9717    | NONE      | TONE REMOTE                  | 9703 | 4    |     |



ADD

| SITE         | EQUIP              | TX       | RX       | MODEL       | SIN          | REMARKS                            | PUR  | LIST |
|--------------|--------------------|----------|----------|-------------|--------------|------------------------------------|------|------|
| OCS          | CARD TONE          |          |          | 950-9717    | NONE         | CH 1 CONTROL, CH2 BLANK            | 9703 | 4    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | CH 1 CONTROL, CH2 BLANK            | 9703 | 6    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | CH 3 LAW, CH 4 INT AGCY            | 9703 | 6    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | CH 3 LAW, CH 4 INT AGCY            | 9703 | 6    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | CH 5 OPS, CH 6 FIRE                | 9703 | 6    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | CH 5 OPS, CH 6 FIRE                | 9703 | 6    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | DAMAGED BY LIGHTNING               | 9703 | 0    |
| OCS          | CHAN CARD          |          |          | 950-9715    | NONE         | SPARE IN SGT CONSOLE               | 9703 | 6    |
| PARK 10TH FL | CS7000 DESKTOP     |          |          | MAHLNZN8L   | 201478       | NHPD EDACS                         | 1112 | 29   |
| PARK 10TH FL | CS7000 DESKTOP     |          |          | MAHLNZN8L   | 201474       | UFD EDACS                          | 1112 | 29   |
| PARK 10TH FL | CS7000 DESKTOP     |          |          | MAHLNZN8L   | 201473       | UPD EDACS                          | 1112 | 29   |
| PARK 10TH FL | DUPLEXOR           | 154.3700 | 161.2500 | 28-37-07A   | 130841-A     | FIRE NO SVC REQD                   | 1112 | 0    |
| PARK 10TH FL | DUPLEXOR           | 155.4300 | 159.3900 | 28-37-07A   | 130841-B     | LAW NO SVC REQD                    | 1112 | 0    |
| PARK 10TH FL | DUPLEXOR           | 453.0250 | 458.0250 | 66-40-44    | 1F20426      | UFD PA NO SVC REQD                 | 1112 | 7    |
| PARK 10TH FL | M5300 HEAD         |          |          | MAHK-NCP9G  | A4011E036728 | NHPD EDACS                         | 1112 | 7    |
| PARK 10TH FL | M5300 HEAD         |          |          | MAHK-NCP9G  | A4011E038679 | UFD EDACS                          | 1112 | 7    |
| PARK 10TH FL | M5300 HEAD         |          |          | MAHK-NCP9G  | A4011E030437 | UPD EDACS                          | 1112 | 7    |
| PARK 10TH FL | M5300 RADIO        | EDACS    | EDACS    | MAHK-S8MEX  | A4011E036728 | NHPD EDACS                         | 1112 | 24   |
| PARK 10TH FL | M5300 RADIO        | EDACS    | EDACS    | MAHK-S8MEX  | A4011E038679 | UFD EDACS                          | 1112 | 24   |
| PARK 10TH FL | M5300 RADIO        | EDACS    | EDACS    | MAHK-S8MEX  | A4011E030437 | UPD EDACS                          | 1112 | 24   |
| PARK 10TH FL | MASTR III          | 155.7150 | 155.7150 | SXHMC1      | 9878992      | F5/DATA                            | 1112 | 83   |
| PARK 10TH FL | MASTR III          | 154.3700 | 161.2500 | SXHMC1      | 9878990      | FIRE                               | 1112 | 83   |
| PARK 10TH FL | MASTR III          | 155.4300 | 159.3900 | SXHMC1      | 9878991      | LAW                                | 1112 | 83   |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | KVC1M       |              | FIRE MUX CARD BRIDGEWATER          | 1112 | 8    |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | KVC1M       |              | FIRE MUX CARD KIRKLAND             | 1112 | 8    |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | KVC1M       |              | LAW MUX CARD BRIDGEWATER           | 1112 | 8    |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | KVC1M       |              | LAW MUX CARD KIRKLAND              | 1112 | 8    |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | MX-2100     |              | MUX SHELF KIRKLAND                 | 1112 | 25   |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | DT100PW240P | NONE         | P/S RADIO                          | 1112 | 3    |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | DT100PW240P | NONE         | P/S MUX                            | 1112 | 3    |
| PARK 10TH FL | MDS TO KIRKLAND    |          |          | LEDR900S    | 2124317      | RADIO PARK                         | 1112 | 70   |
| PARK 10TH FL | NEXEDGE DC BOARD   |          |          | KSGTDC2A    | NONE         | UFD PA                             | 1112 | 4    |
| PARK 10TH FL | NEXEDGE P/S        |          |          | ICT1201210A | 072037718    | RFD                                | 1112 | 2    |
| PARK 10TH FL | NEXEDGE P/S        |          |          | ICT1201210A | 072037734    | RPD                                | 1112 | 2    |
| PARK 10TH FL | NEXEDGE P/S        |          |          | KPS-15      | 0J40-00210   | UFD PA                             | 1112 | 1    |
| PARK 10TH FL | NEXEDGE RADIO      |          |          | NX-800HK    | B0900228     | RFD                                | 1112 | 53   |
| PARK 10TH FL | NEXEDGE RADIO      |          |          | NX-800HK    | B0900229     | RPD                                | 1112 | 53   |
| PARK 10TH FL | NEXEDGE RADIO      | 453.0250 | 458.0250 | NXR810DPS   | B1500068     | UFD PA                             | 1112 | 22   |
| PARK 10TH FL | NEXEDGE TONE BD    |          |          | KSGTN02N    | NONE         | RFD                                | 1112 | 7    |
| PARK 10TH FL | NEXEDGE TONE BD    |          |          | KSGTN02N    | NONE         | RPD                                | 1112 | 7    |
| PARK 10TH FL | RF CONTROL P/S     |          |          | KPS-15      | 1102-0026    | FIRE                               | 1112 | 1    |
| PARK 10TH FL | RF CONTROL P/S     |          |          | KPS-15      | 1102-0027    | LAW                                | 1112 | 1    |
| PARK 10TH FL | RF CONTROL RADIO   |          |          | TKR-751K    | B1500033     | FIRE                               | 1112 | 15   |
| PARK 10TH FL | RF CONTROL RADIO   |          |          | TKR-751K    | B1500026     | LAW                                | 1112 | 15   |
| PARK 10TH FL | RF CONTROL TONE BD |          |          | KSGTN02N    | NONE         | FIRE                               | 1112 | 7    |
| PARK 10TH FL | RF CONTROL TONE BD |          |          | KSGTN02N    | NONE         | LAW                                | 1112 | 7    |
| PARK B2 DISP | 4115 EXPANDER      |          |          | 901-9224    | SN159099     | FIRE BUTTON PANEL                  | 1112 | 22   |
| PARK B2 DISP | CARD DUAL CHAN     |          |          | 950-9715    | 324429-165   | FIRE BRIDGEWATER / KIRKLAND CH 1/2 | 1112 | 10   |

| SITE         | EQUIP                | TX | RX | MODEL                  | S/N         | REMARKS                           | PUR  | LIST | ADD |
|--------------|----------------------|----|----|------------------------|-------------|-----------------------------------|------|------|-----|
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-175  | FIRE PARK / VACANT CH 3/4         | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-181  | FIRE SPARE CH 5/6                 | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-079  | LAW BRIDGEWATER / KIRKLAND CH 1/2 | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-092  | LAW PARK / VACANT CH 3/4          | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-099  | LAW SPARE CH 5/6                  | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-100  | NHPD / F5/DATA CH1 / CH2          | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-084  | RFD                               | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-094  | RPD                               | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-078  | UFD                               | 1112 | 10   |     |
| PARK B2 DISP | CARD DUAL CHAN       |    |    | 950-9715               | 324429-091  | UPD                               | 1112 | 10   |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 321522-008  | FIRE                              | 1112 | 9    |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 320899-011  | LAW                               | 1112 | 9    |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 321552-018  | NHPD / F5/DATA                    | 1112 | 9    |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 321552-002  | RFD                               | 1112 | 9    |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 321552-05   | RPD                               | 1112 | 9    |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 321552-019  | UFD                               | 1112 | 9    |     |
| PARK B2 DISP | CARD TONE ADAPTER    |    |    | 950-0092               | 321552-031  | UPD                               | 1112 | 9    |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN159281    | FIRE                              | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN161519    | LAW                               | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN161514    | NHPD / F5/DATA                    | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN161516    | RFD                               | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN161515    | RPD                               | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN161518    | UFD                               | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE              |    |    | 4010                   | SN161517    | UPD                               | 1112 | 55   |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | FIRE                              | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | LAW                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | NHPD / F5/DATA                    | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | RFD                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | RPD                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | UFD                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE 4010 P/S     |    |    | 802-0092               | NONE        | UPD                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE EXTND PAGE   |    |    | 930-0029               | NONE        | FIRE                              | 1112 | 7    |     |
| PARK B2 DISP | CONSOLE INSTANT CALL |    |    | 930-0030               | NONE        | FIRE                              | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE INSTANT CALL |    |    | 930-0030               | NONE        | RFD                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE INSTANT CALL |    |    | 930-0030               | NONE        | UFD                               | 1112 | 2    |     |
| PARK B2 DISP | CONSOLE INSTANT CALL |    |    | 950-9314               | NONE        | FIRE                              | 1112 | 3    |     |
| PARK B2 DISP | CONSOLE MIC          |    |    | 950-9314               | NONE        | LAW                               | 1112 | 3    |     |
| PARK B2 DISP | CONSOLE MIC          |    |    | 950-9314               | NONE        | NHPD / F5/DATA                    | 1112 | 3    |     |
| PARK B2 DISP | CONSOLE MIC          |    |    | 950-9314               | NONE        | RFD                               | 1112 | 3    |     |
| PARK B2 DISP | CONSOLE MIC          |    |    | 950-9314               | NONE        | RPD                               | 1112 | 3    |     |
| PARK B2 DISP | CONSOLE MIC          |    |    | 950-9314               | NONE        | UFD                               | 1112 | 3    |     |
| PARK B2 DISP | CONSOLE MIC          |    |    | 950-9314               | NONE        | UPD                               | 1112 | 3    |     |
| PARK B2 DISP | CONTROLLER PA        |    |    | DR10BK-JE1-FD 05181011 |             | UFD PA                            | 1112 | 5    |     |
| PARK B2 DISP | JPS VOTER CIM        |    |    | CIM-2A                 | B0000090292 | DATA                              | 1112 | 9    |     |
| PARK B2 DISP | JPS VOTER CIM        |    |    | CIM-2A                 | B0000090288 | FIRE                              | 1112 | 9    |     |
| PARK B2 DISP | JPS VOTER CIM        |    |    | CIM-2A                 | B0000090211 | LAW                               | 1112 | 9    |     |
| PARK B2 DISP | JPS VOTER CPM        |    |    | CPM-3                  | 000E1A00D56 | DATA                              | 1112 | 7    |     |
| PARK B2 DISP | JPS VOTER CPM        |    |    | CPM-3                  | 000E1A00D56 | FIRE                              | 1112 | 7    |     |
| PARK B2 DISP | JPS VOTER CPM        |    |    | CPM-3                  | 000E1A00D55 | LAW                               | 1112 | 7    |     |

ADD

| SITE         | EQUIP              | TX       | RX       | MODEL       | S/N          | REMARKS                | PUR  | LIST  |
|--------------|--------------------|----------|----------|-------------|--------------|------------------------|------|-------|
| PARK B2 DISP | JPS VOTER P/S      |          |          | PSM-1A      | B0000090182  | DATA                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER P/S      |          |          | PSM-1A      | B0000090186  | FIRE                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER P/S      |          |          | PSM-1A      | B0000090185  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088803  | DATA                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088835  | DATA                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088857  | DATA                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088872  | DATA                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088795  | FIRE                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088808  | FIRE                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088858  | FIRE                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088859  | FIRE                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088862  | FIRE                   | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088785  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088797  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088810  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088860  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088861  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER RX       |          |          | SVM-2       | B0000088874  | LAW                    | 1112 | 9     |
| PARK B2 DISP | JPS VOTER SHELF    |          |          | SNV-12      | B0000089943  | DATA                   | 1112 | 24    |
| PARK B2 DISP | JPS VOTER SHELF    |          |          | SNV-12      | B0000089947  | DATA                   | 1112 | 24    |
| PARK B2 DISP | JPS VOTER SHELF    |          |          | SNV-12      | B0000089946  | FIRE                   | 1112 | 24    |
| STARR        | DUPLEXER           | 159.2250 | 150.8050 | SXDU1J      | 0809-0014652 | FIRE APPROACH          | 9710 | 0     |
| STARR        | MASTR III STA      | 159.2250 | 150.8050 | SXHM01      | 1670725      | FIRE APPROACH          | 9710 | 85    |
| STARR        | DUPLEXER           | 145.3300 | 144.7300 | SINCLAIR    |              | R.A.C.E.S.             | 9709 | 0     |
| STARR        | MASTR III STA      | 145.3300 | 144.7300 | SXHM01      | 1172915      | R.A.C.E.S.             | 9709 | 85    |
| STEUBEN      | DUPLEXOR           | 154.3700 | 161.2500 | DB4058-A    | WD57290-2    | NO SVC REQD            | 0808 | 0     |
| STEUBEN      | DUPLEXOR           | 155.4300 | 159.3900 | DB4058N-A   | D65547-5     | NO SVC REQD            | 0808 | 0     |
| STEUBEN      | MASTR III RX       |          | 161.2500 | SRHN01      | 98779151     | FIRE WB                | 0808 | 20    |
| STEUBEN      | MASTR III RX       |          | 159.3900 | SRHN01      | 98779152     | LAW WB                 | 0808 | 20    |
| STEUBEN      | MASTR III RX SHELF |          |          | SRRB1N      | 98779151     | FIRE/LAW WB            | 0808 | 15    |
| STEUBEN      | MASTR III STA      | 154.3700 | 161.2500 | SXHM01      | 1670726      | FIRE REPEATER          | 9710 | 85    |
| STEUBEN      | MASTR III STA      | 155.4300 | 159.3900 | SXHM01      | 1671031      | LAW REPEATER           | 9710 | 85    |
| STEUBEN      | MASTR III STA      | 154.3700 | 161.2500 | SXHMCX      | 9852627      | MAINT SPARE            | 0212 | 85    |
| STEUBEN      | MDS TO 911 EQ RM   |          |          | KVC1M       |              | MUX CARD STEUBEN FIRE  | 0405 | 8     |
| STEUBEN      | MDS TO 911 EQ RM   |          |          | KVC1M       |              | MUX CARD STEUBEN LAW   | 0405 | 8     |
| STEUBEN      | MDS TO 911 EQ RM   |          |          | KVC1M       |              | MUX CARD STEUBEN SPARE | 0405 | 8     |
| STEUBEN      | MDS TO 911 EQ RM   |          |          | MX-2100     |              | MUX SHELF STEUBEN      | 0405 | 25    |
| STEUBEN      | MDS TO 911 EQ RM   |          |          | DT100PW240P |              | POWER SUPPLY STEUBEN   | 0405 | 3     |
| STEUBEN      | MDS TO 911 EQ RM   |          |          | LEDR900S    | 1263656      | RADIO STEUBEN          | 0405 | 70    |
| XXX          | XXX                | XXX      | XXX      | XXX         | XXX          | XXX                    | 9999 | 9,498 |

MAINTENANCE: .042 \$949,800 \$39,892

Items shown at \$0 are generally not repairable or not covered by contract and are shown for inventory purposes only. Service response to spare out these items or otherwise restore communications will be at no charge, however repairs, if practical, or replacement will be an additional cost

## ADDENDUM

THIS ADDENDUM, entered into on this 18th day of April, 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
  2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code):  
  
JPJ Electronic Communications, Inc. Service Facility at 1 West Whitesboro Street,  
Yorkville, New York, and other fixed equipment sites located with-in Oneida County,  
New York
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;



6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

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

## **11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

## **12. Conflicting Terms.**

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

## **13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

**15. Compliance with New York State Information Security Breach and Notification Act.**

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**Contractor:**

**JPJ Electronic Communications, Inc.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Oneida County Executive

Name: Joseph F. Rositano

Title: President

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

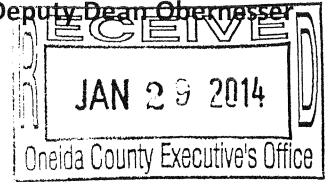


County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obermasser

*Sheriff Robert M. Maciol*



January 28, 2014  
The Honorable Anthony J. Picente Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

FN 20 14-082 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

**PUBLIC SAFETY  
WAYS & MEANS**

Date 1/29/14

Dear County Executive Picente:

I am submitting for your approval, the following proposed resolution to provide the Oneida County Sheriff's Office Narcotics Unit with the ability to function in a secure manner in purchasing vehicles for undercover operations, surveillance, and other covert operations in the apprehension of drug users and suppliers throughout Oneida County.

This resolution provides Narcotics Investigators with a tool that will ultimately lead to their safety and well-being. Drug dealers and suppliers go to great lengths to establish and use counter surveillance tactics in order to disrupt drug enforcement activities.

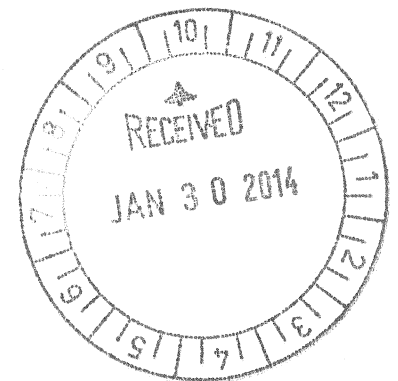
It is my understanding that, due to the nature of the Narcotics Unit's work and the need for confidentiality in procuring unmarked vehicles for investigators, the Board of Legislators is authorized by Article III, Section 306 of the Oneida County Administrative Code, to exempt purchases of this nature from the necessity of advertising for competitive bids.

I ask that you please forward this resolution to the Board of Legislators for consideration at the next regular session. 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.

*[Signature]*

Sincerely,

Robert Maciol  
Oneida County Sheriff



Cc:  
Purchasing

**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



**RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING IN THE  
PURCHASE OF UNMARKED VEHICLES BY THE ONEIDA COUNTY SHERIFF'S  
OFFICE NARCOTICS UNIT**

**WHEREAS**, The Oneida County Sheriff's Office Narcotics Unit utilizes unmarked vehicles during the course of undercover drug investigations; and

**WHEREAS**, It is necessary that such vehicles be periodically replaced; and

**WHEREAS**, For investigative purposes, it is desirable to keep the type, make and model of such vehicles purchased confidential and undisclosed, and it is therefore impracticable to advertise for bids; and

**WHEREAS**, The Oneida County Administrative Code Article III, Section 306(c)(3)(b) permits the Director of Purchasing to purchase supplies or services without bidding, upon the adoption of a resolution by the Board of Legislators by a two-thirds vote; and

**WHEREAS**, The Director of Purchasing has reviewed this resolution and approves its content; now, therefore, be it hereby

**RESOLVED**, That the Oneida County Sheriff, in the interest of confidentiality, shall designate an individual who shall be authorized to procure and sell unmarked vehicles, with forfeiture funds, not to exceed \$10,000.00 annually, for the Oneida County Sheriff's Office Narcotics Unit without competitive bidding; and be it further

**RESOLVED**, The Board of Legislators authorizes this procurement by authority vested in the Board of Legislators by Article III, Section 306(c)(3)(b) of the Oneida County Administrative Code; and be it further

**RESOLVED**, That upon completion of all such purchases or sales, copies of these legal documents shall be forwarded to the Comptroller and Purchasing Director of Oneida County for review.



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

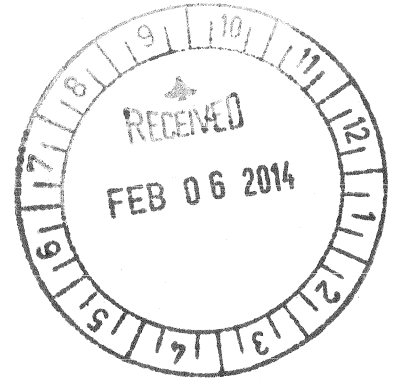
Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

January 16, 2014

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

FN 20 14-083  
PUBLIC SAFETY



WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office was recently awarded \$60,000 for the 2013 State Law Enforcement Terrorism Prevention Program (SLETPP Grant). I am requesting approval for this grant contract. **A new Capital Account will need to be created.**

The monies obtained from the grant will be used for the continuance of the Automatic Vehicle Locator (AVL) project and Records Management System. The AVL Project pays for a cellular based system that helps to coordinate manpower and vehicle resources in critical incidents. It is important for Officer Safety. Although this project is already in place, the monies obtained will be used for operational costs. Additional equipment will also be purchased to enhance this project.

Monies will also be used for the continuation of the Records Management System. This system allows for one source of investigative information and the ability to search and retrieve data from one location to another. This is useful in solving crimes and enforcing the law. This system along with the AVL is being offered to all county agencies.

**This Agreement requires Board approval at the Boards next meeting date. There are no county dollars in this contract.**

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature. **This will also need to be e-signed.** I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff

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

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

Date 2/5/14

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

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6065 Judd Road Oriskany, NY 13424  
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**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

**Oneida County Department/Office:** Sheriff's Office

Competing Proposal:  
Only Respondent:  
Sole Source RFP:  
Revenue:  
**Grant: XXX**  
Other:

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** NYS Office of Homeland Security

**Title of Activity or Service:** Grant (2013 State Law Enforcement Terrorism Prevention Program Grant)

**Proposed Dates of Operation:** September 1, 2013 – August 31, 2015

**Client Population/Number to be Served:** Sheriff's Office

### **Summary Statements**

**1) Narrative Description of Proposed Services:** The grant helps to fund the continuation of the Automatic Vehicle Locator (AVL) Project. This is a cellular based system that assists in mobilizing resources in critical incidents. This effort is coordinated with other Town and/or Village Police Departments and the City of Rome and the City of Sherrill. (It is in place, but has operation costs that must be paid) Additionally, this grant funds the continuation of the Records Management System that was installed in the Law Enforcement Unit. Also, some Respiratory Equipment and Wireless Computers will be purchased.

**2) Program/Service Objectives and Outcomes:** Coordination of manpower equipment is critical in high risk incidents. Location of the incident, assessment of the incident by properly trained staff and mobilization of physical resources are critical in a high risk situation. Proper record maintenance is also vital so that information is accessible, comprehensive and current. The program is designed to continue to AVL project and to eventually offer the Records Management System to all County agencies, just like the AVL.

**3) Program Design and Staffing:** Train Personnel in the use of all new equipment purchased under this grant.

**Total Funding Requested:** \$60,000.00

**Account #:** A3110

**Oneida County Dept. Funding Recommendation:** N/A

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

**Oneida County Department/Office Staff Comments:** *Please create a new Capital Account.  
E-signature is required for this grant.*

|   |   |
|---|---|
| <p><b>STATE AGENCY</b><br/>                 New York State Division of Homeland Security and Emergency Services<br/>                 1220 Washington Avenue<br/>                 Building 7A Suite 710<br/>                 Albany, NY 12242</p>  | <p><b>NYS COMPTROLLER'S NUMBER:</b> C972032<br/>                 (Contract Number)</p> <p><b>ORIGINATING AGENCY CODE:</b> 01077</p>   |
| <p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)<br/>                 Oneida County<br/>                 800 Park Avenue<br/>                 Utica, NY 13501</p>   | <p><b>TYPE OF PROGRAMS:</b> WM2013 SLETPP<br/> <b>CFDA NUMBER:</b> 97.067<br/> <b>DHSES NUMBERS:</b> WM13972032</p>   |
| <p><b>FEDERAL TAX IDENTIFICATION NO.:</b> 15-6000460<br/> <b>MUNICIPALITY NO.:</b> (if applicable) 300100000 000<br/> <b>SFS VENDER NO.:</b> 1000002595</p>   | <p><b>INITIAL CONTRACT PERIOD:</b><br/>                 FROM 09/01/2013 TO 08/31/2015<br/> <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$60,000.00</p>  |
| <p><b>STATUS:</b><br/>                 Contractor is not a sectarian entry.<br/>                 Contractor is not a not-for-profit organization.</p>   | <p><b>MULTI-YEAR TERM:</b> (if applicable)</p>  |
| <p><b>CHARITIES REGISTRATION NUMBER:</b></p> <div style="border: 1px solid black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <p>(Enter number of Exempt)<br/>                 if "Exempt" is entered above, reason for exemption.<br/>                 0 - not exempt</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div> | <p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p>___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p>___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p>___ DHSES-55 Budget Amendment/Grant Extension Request</p> <p>___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p> |
| <p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>   |   |
| <p>NYS Division of Homeland Security and Emergency Services<br/>                 BY: , Date:<br/> <b>State Agency Certification:</b> "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".<br/>                 GRANTEE:<br/>                 BY: Hon. Anthony J. Picente jr., County Executive Date:</p>   |   |
| <p><b>ATTORNEY GENERAL'S SIGNATURE</b></p> <p>_____<br/>                 Title: _____<br/>                 Date: _____</p>  | <p><b>COMPTROLLER'S SIGNATURE</b></p> <p>_____<br/>                 Title: _____<br/>                 Date: _____</p>   |

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE13-1031-D00

Oneida County

01/12/2014

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE13-1031-D00

Oneida County

01/12/2014

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE13-1031-D00

Oneida County

01/12/2014

**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE13-1031-D00

Oneida County

01/12/2014

**Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

| #     | Equipment                                     | AEL          | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|-------|---|--------------|--------|-------------|-------------|-------------|----------------|
| 1     | Air Purifying Respirators (and related items) | 01AR-02-APR  | 1      | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$0.00         |
| 2     | Automatic Vehicle Locator (AVL) System        | 04AP-02-AVLS | 1      | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$0.00         |
| 3     | Records Management System                     | 13IT-00-DEXC | 1      | \$14,000.00 | \$14,000.00 | \$14,000.00 | \$0.00         |
| 4     | Wireless Computers for Mobile Data Terminals  | 04HW-01-INHW | 1      | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$0.00         |
| Total |   |              |        |             | \$60,000.00 | \$60,000.00 | \$0.00         |

| Total Project Costs | Total Cost  | Grant Funds | Matching Funds |
|---------------------|-------------|-------------|----------------|
|                     | \$60,000.00 | \$60,000.00 | \$0.00         |

| Total Contract Costs | Total Cost  | Grant Funds | Matching Funds |
|----------------------|-------------|-------------|----------------|
|                      | \$60,000.00 | \$60,000.00 | \$0.00         |



**Award Contract**

LETPP/SLETPP

**Project No.**

LE13-1031-D00

**Grantee Name**

Oneida County

01/12/2014

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

For All Grantees:

## I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

## B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order

for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services  
Federal Fiscal Unit  
State Campus - Building 7A  
1220 Washington Avenue  
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit 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, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services  
Attention: Contracts Unit  
State Office Building Campus – Bldg. 7A  
1220 Washington Avenue, Suite 610  
Albany, NY 12242

## II. REPORTING PROVISIONS

### A. Required Reports:

#### Narrative/Qualitative Report (Progress 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 Appendix A-1 of the Contract.

#### Expenditure Report (Fiscal Cost 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 Appendix A-1 of the Contract.

#### Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on

**Award Contract**

LETPP/SLETPP

**Project No.**

LE13-1031-D00

**Grantee Name**

Oneida County

01/12/2014

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**Work Plan****Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

## Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Interoperable Communications and Emergency Alerting

Target Capability

Primary - Communications

Develop/enhance interoperable communications systems.

**Task #1 for Objective #1**

Purchase allowable interoperable communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

## Objective #2

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - CBRNE Detection

Enhance capabilities to respond to all-hazards events.

**Task #1 for Objective #2**

Purchase allowable response equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced incident response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

## Objective #3

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Information-Sharing and Dissemination

Target Capability

Primary - Intelligence/Information Sharing and Dissemination

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

**Task #1 for Objective #3**

Purchase allowable terrorism incident prevention equipment, including records management systems, for information sharing and collaboration to support law enforcement operations. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

**# Performance Measure**

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced information sharing capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

**Award Contract**

LETPP/SLETPP

**Project No.**

LE13-1031-D00

**Grantee Name**

Oneida County

01/12/2014

## APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES 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:

## STANDARD TERMS AND CONDITIONS

## I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the 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 \$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 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 categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General 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 Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. 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 Appendices B, C and D
- 4) The Face Page
- 5) Appendices B, C and D
- 6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is 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.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof 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 form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. 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 (Work Plan and Special Conditions) 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.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. 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.

K. 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) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) 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 respective 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.

L. 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.

M. 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

N. 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.

O. 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 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 DHSES 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 Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the 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 federal government, the State of New York, DHSES or any county or other local government entity.

Q. 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.

R. Secular Purpose: Services 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.

S. 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.

T. 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>1</sup>

U. 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.

V. 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.

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as 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 or not 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 circumstance.

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 this Contract, 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 DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES 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 DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES 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, 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 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, DHSES 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 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 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 DHSES, 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. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
- 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 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 Appendix C (Payment and Reporting Schedule).

2) 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.

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 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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>2</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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>3</sup> 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:<sup>4</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>5</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:<sup>6</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES 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 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 of 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 DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 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 DHSES contracting to purchase the goods or services 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 Appendix C.

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 Schedule). 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 DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). 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 Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES 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 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 Appendix C (Payment and Reporting Schedule), 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 Table 1 of Appendix C (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 DHSES 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 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 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.

#### I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES 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 execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES 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.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice

outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6) The Contractor's employment of a consultant must be supported by a written Contract 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. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. 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 must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. 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 Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. 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 responsible bidder or best value).

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.



e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. 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.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES 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 DHSES 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 DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

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

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

b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DHSES may approve a request for Assignment of Contract.

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

d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

#### 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. 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) 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) 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) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
- 5) When a subcontract is executed, the Contractor must 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 DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 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 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 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 at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES 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-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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 DHSES 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) 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records 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; 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 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, 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 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 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 DHSES and the results of such testing must be satisfactory to DHSES 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 nondiscrimination 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 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 \$100,000.00 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 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 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 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 DHSES 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 DHSES 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:<sup>7</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.

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

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

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

#### 2) Contract Goals

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

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

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the

performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES 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 Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

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 shall maintain an EEO policy statement and submit it to the DHSES if requested.

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

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

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

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) 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 Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

### d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

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

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### 8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

##### M/WBE

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

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(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

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

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

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

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

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

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

## V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. 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 applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

### 1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

### 2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year \$500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and

interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

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

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

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

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

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. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that 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.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. 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 must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;

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

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to

continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

<sup>1</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.

<sup>2</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 Contract effort.

<sup>3</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>4</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>5</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 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.

<sup>6</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.

<sup>7</sup> Not applicable to not-for-profit entities.

VER 09/13

Certified by - on



**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE13-1031-D00

Oneida County

01/12/2014

**Special Conditions****I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

**B. Record Requirements**

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.lis.dhs.gov/knowledgebase>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

**D. Training & Exercise Related Activities**

1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

**E. Law Enforcement Requirements**

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology

already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

#### F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

#### G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

#### H. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

January 23, 2014

EN 20 14-084

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

PUBLIC SAFETY

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

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

WAYS & MEANS

Date 1/23/14

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2014 supplemental appropriation of \$13,600.00 to cover the cost of the increased Town of Whitestown tax bill. The town's sewer unit rate has increased nearly 115% from 2013 to 2014 (see attached tax bills). In preparing our 2014 budget, I did plan for a nominal increase that historically occurs, but not for one of this unexpected magnitude.

The Supplemental Appropriation Request is as follows:

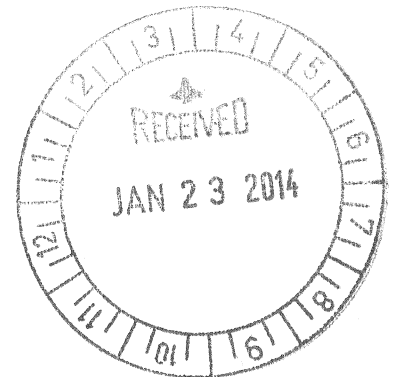
|                                      |               |
|--------------------------------------|---------------|
| <u>Transfer from Expense Account</u> | <u>Amount</u> |
| A3151.414 Utilities                  | \$13,600.00   |
| <br>                                 |               |
| <u>Transfer to Expense Account</u>   | <u>Amount</u> |
| A3151.4951 Other Expenses (Tax Bill) | \$13,600.00   |

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

Sincerely,

*Robert M. Maciol*

Robert M. Maciol,  
Oneida County Sheriff



Cc: Tom Keeler, Budget Director

**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

**2013 TOWN & ONEIDA CO. TAX BILL / WHITESTOWN**

For Fiscal Year 01/01/2013 to 12/31/2013

\* Warrant Date 12/31/2012

Bill No. 008035  
Sequence No. 8038  
Page No. 1 of 1

**MAKE CHECKS PAYABLE TO:**

TOWN OF WHITESTOWN,  
RECEIVER OF TAXES  
8539 CLARK MILLS ROAD  
WHITESBORO, NY 13492  
(315) 736-9061

Oneida County  
Carol Soja  
6075 Judd Rd  
Oriskany, NY 13424

**TO PAY IN PERSON**

TOWN OF WHITESTOWN  
RECEIVER OF TAXES  
8539 CLARK MILLS ROAD  
WHITESBORO, NY 13492  
(315) 736-9061

**SWIS S/B/L ADDRESS & LEGAL DESCRIPTION & CK DIGIT**

**307089 275.000-2-64**

Address: 6075 Judd Rd  
Town of: Whitestown  
School: Oriskany School Dist

NYS Tax & Finance School District Code:

670 - Correctional Roll Sect. 8  
Parcel Acreage: 22.10  
Account No. 085060  
Bank Code

Estimated State Aid: CNTY 55,047,289  
TOWN 390,066  
28,658,100  
71.00  
40,363,521

**PROPERTY TAXPAYER'S BILL OF RIGHTS**

The Total Assessed Value of this property is:

The Uniform Percentage of Value used to establish assessments in your municipality was:

The assessor estimates the Full Market Value of this property as of July 1, 2011 was:

If you feel your assessment is too high, you have the right to seek a reduction in the future. A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and on-line: [www.tax.ny.gov](http://www.tax.ny.gov). Please note that the period for filing complaints on the above assessment has passed.

| Exemption  | Value     | Tax Purpose | Full Value Estimate | Exemption | Value | Tax Purpose | Full Value Estimate |
|------------|-----------|-------------|---------------------|-----------|-------|-------------|---------------------|
| Co General | 28,658,10 | CO/TOWN/SCH | 40,363,521          |           |       |             |                     |

**PROPERTY TAXES**

| Taxing Purpose   | Total Tax Warrant | % Change From Prior Year | Taxable Assessed Value or Units | Rates per \$1000 or per Unit | Tax Amount |
|------------------|-------------------|--------------------------|---------------------------------|------------------------------|------------|
| County           | 71,878,245        | 3.8                      | 0.00                            | 9.875653                     | 0.00       |
| Town General     | 1,497,310         | 2.8                      | 0.00                            | 2.298525                     | 0.00       |
| Highway Townwide | 614,134           | 7.8                      | 0.00                            | .942759                      | 0.00       |
| Oriskany Fd      | 72,529            | 3.4                      | 0.00                            | .931763                      | 0.00       |
| Sutliff #25      | UNITS             |                          | 177.60                          | 65.559314                    | 11,643.33  |

Property description(s): County Jail

| ENALTY SCHEDULE    | Penalty/Interest | Amount    | Total Due |
|--------------------|------------------|-----------|-----------|
| Due By: 01/31/2013 |                  | 11,643.33 | 11,643.33 |

**TOTAL TAXES DUE \$11,643.33**

Apply For Third Party Notification By: 07/15/2013  
Taxes paid by \_\_\_\_\_ CA CH

RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX [ ] IF YOU WANT A RECEIPT FOR PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.

**2013 TOWN & ONEIDA CO. TAX BILL / WHITESTOWN  
RECEIVER'S STUB**

Bill No. 008035  
307089 275.000-2-64  
Bank Code

Town of: Whitestown  
School: Oriskany School Dist  
Property Address: 6075 Judd Rd

Pay By: 01/31/2013 11,643.33 11,643.33

Oneida County  
Carol Soja  
6075 Judd Rd  
Oriskany, NY 13424

**TOTAL TAXES DUE \$11,643.33**

**89% OF CO. BUDGET DUE TO STATE & FED. MANDATES**  
**2014 TOWN & ONEIDA CO. TAX BILL / WHITESTOWN**

\* For Fiscal Year: 01/01/2014 to 12/31/2014

\* Warrant Date 12/31/2013

Bill No. 008045  
 Sequence No. 8046  
 Page No. 1 of 1

**MAKE CHECKS PAYABLE TO:**

TOWN OF WHITESTOWN  
 RECEIVER OF TAXES  
 8539 CLARK MILLS ROAD  
 WHITESBORO, NY 13492  
 (315) 736-9061

Oneida County  
 Carol Soja  
 6075 Judd Rd  
 Oriskany, NY 13424

**TO PAY IN PERSON**

TOWN OF WHITESTOWN  
 RECEIVER OF TAXES  
 8539 CLARK MILLS ROAD  
 WHITESBORO, NY 13492  
 (315) 736-9061

**SWIS S/B/L ADDRESS & LEGAL DESCRIPTION & CK DIGIT**

**307089 275.000-2-64**

**Address:** 6075 Judd Rd

**Town of:** Whitestown

**School:** Oriskany School Dist

**NYS Tax & Finance School District Code:**

670 - Correctional

**Roll Sect. 8**

**Parcel Acreage:** 22.10

**Account No.** 085060

**Bank Code**

**Estimated State Aid:** CNTY 53,628,202  
 TOWN 406,865

28,658,100

71.00

40,363,521

**PROPERTY TAXPAYER'S BILL OF RIGHTS**

The Total Assessed Value of this property is:

The **Uniform Percentage of Value** used to establish assessments in your municipality was:

The assessor estimates the **Full Market Value** of this property as of **July 1, 2012** was:

**If you feel your assessment is too high, you have the right to seek a reduction in the future. A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and on-line: [www.tax.ny.gov](http://www.tax.ny.gov). Please note that the period for filing complaints on the above assessment has passed.**

| <u>Exemption</u> | <u>Value</u> | <u>Tax Purpose</u> | <u>Full Value Estimate</u> | <u>Exemption</u> | <u>Value</u> | <u>Tax Purpose</u> | <u>Full Value Estimate</u> |
|------------------|--------------|--------------------|----------------------------|------------------|--------------|--------------------|----------------------------|
| Co General       | 28,658,10    | CO/TOWN/SCH        | 40,363,521                 |                  |              |                    |                            |

**PROPERTY TAXES**

| <u>Taxing Purpose</u> | <u>Total Tax Warrant</u> | <u>% Change From Prior Year</u> | <u>Taxable Assessed Value or Units</u> | <u>Rates per \$1000 or per Unit</u> | <u>Tax Amount</u> |
|-----------------------|--------------------------|---------------------------------|--|-------------------------------------|-------------------|
| County                | 72,220,752               | 0.4                             | 0.00                                   | 9.991443                            | 0.00              |
| Town General          | 1,533,350                | 2.4                             | 0.00                                   | 2.293817                            | 0.00              |
| Highway Townwide      | 645,050                  | 5.0                             | 0.00                                   | .964964                             | 0.00              |
| Oriskany Fd           | 76,341                   | 5.2                             | 0.00                                   | .980768                             | 0.00              |
| Sutliff #25           | UNITS                    |                                 | 177.60                                 | 140.739337                          | 24,995.31         |

Property description(s): County Jail

| <u>PENALTY SCHEDULE</u> | <u>Penalty/Interest</u> | <u>Amount</u> | <u>Total Due</u> |
|-------------------------|-------------------------|---------------|------------------|
| Due By: 01/31/2014      |                         | 24,995.31     | 24,995.31        |

**TOTAL TAXES DUE \$24,995.31**

Apply For Third Party Notification By: 07/15/2014

Taxes paid by \_\_\_\_\_ CA CH

**RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX [ ] IF YOU WANT A RECEIPT OF PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.**

**2014 TOWN & ONEIDA CO. TAX BILL / WHITESTOWN**

Town of: Whitestown  
 School: Oriskany School Dist  
 Property Address: 6075 Judd Rd

**RECEIVER'S STUB**

Bill No. 008045  
**307089 275.000-2-64**  
 Bank Code

Pay By: 01/31/2014 24,995.31 24,995.31

Oneida County  
 Carol Soja  
 6075 Judd Rd  
 Oriskany, NY 13424

**TOTAL TAXES DUE \$24,995.31**

## Maciol, Robert M

---

**From:** Parry, Kurt <kparry@ocgov.net>  
**Sent:** Wednesday, January 22, 2014 3:50 PM  
**To:** Maciol, Robert M  
**Cc:** Picente, Anthony; Swenszkowski, Robert S; Liddy, Gabrielle; Amoroso, Greg  
**Subject:** Sutliff #25 Water District

Please accept this email in reply to your inquiry concerning the increase in the rate charged in the Sutliff #25 water district. By all accounts, when the District was established way back when, it was determined that the County was the primary consumer within the district and, as a result, 177.60 of a total 600 units were attributed to the County. Over the past 13 years, this allocation has not changed.

Pursuant to Article 12 of the Town Law, a Town board may authorize the increase, improvement or reconstruction of existing facilities and appurtenances within a special district **after a public hearing as provided by statute**. The statute provides for notice of the public hearings by **publication**. The Town Board must make specific findings and any resulting Order must thereafter be filed. Once the Order is filed, any person or entity aggrieved thereby can challenge the action through certiorari, however, certiorari must be initiated within the applicable statute of limitations - 30 days.

I had the opportunity to speak with Town Attorney Bill Schmitt this afternoon and he tells me that the Town Board did, in fact, conduct the hearings as required by law and that proper notice was given. He also indicated that findings were made, that an Order was made and filed, and that the statute of limitations has long since expired. Mr. Schmitt will be forwarding all of the documentation for my review.

Obviously, I cannot render an opinion as to whether the Town complied with the requirements of the statute until I review the documents. Assuming it did, and the appeal time has expired, there is nothing more that can be done. If there were any procedural irregularities, that may leave an opening to contest the new rate. Even then, there is no guarantee of success and a challenge would take some time. That being said, it would be in your interest to make the budgetary transfer and pay the bill (by paying, you are not waiving your right to challenge any procedural irregularities) to avoid the imposition of additional penalties or interest (which could be as high as 10%).

Once I review the documents, I will forward you my opinion accordingly.



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

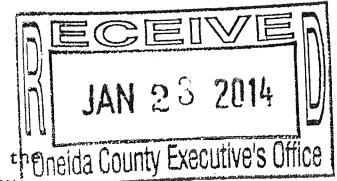
*Sheriff Robert M. Maciol*

January 22, 2014

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

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

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive  
Date 1/23/14



FN 20 14-085

**PUBLIC SAFETY  
WAYS & MEANS**

Dear Mr. Picente,

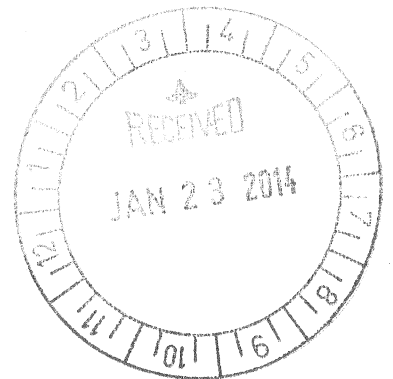
The Sheriff's Office has been awarded a Legislative Initiative Grant from Assemblymen Anthony Brindisi and the State of New York through the Department of Criminal Justice Services. The grant amount will be \$20,000.

The Supplemental Appropriation Request is as follows:

|            |                                     |              |
|------------|-------------------------------------|--------------|
| A3120.212  | Computer Hardware                   | \$7,960.00   |
| A3120.4951 | Other Expenses                      | \$12,040.00  |
| A3381      | DCJS – Legislative Initiative Grant | \$ 20,000.00 |

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

Sincerely,  
*[Signature]*  
Robert M. Maciol,  
Oneida County Sheriff



cc: Tom Keeler, Budget Director

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

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

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

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



## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO. 337*

*INTRODUCED BY: Messrs. Flisnik, Porter*

*2ND BY: Mr. Joseph*

**RE: ACCEPTANCE OF A GRANT AGREEMENT BETWEEN ONEIDA COUNTY THROUGH ITS SHERIFF'S OFFICE AND THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**

**WHEREAS,** This Board, is in receipt of correspondence from Sheriff Robert M. Maciol requesting approval of a Grant Agreement between Oneida County, through its Sheriff's Office, and the New York State Division of Criminal Justice Services for \$20,000 to purchase a portable Smart Board to aid in criminal investigations, and equipment and furniture for the Child Advocacy Center, and

**WHEREAS,** Pursuant to Oneida County Charter Section 2202, said Grant Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

**RESOLVED,** That County Executive Anthony J. Picente, Jr., is authorized to execute any and all documents related to a Grant Agreement by and between Oneida County, through its Sheriff's Office, and the New York State Division of Criminal Justice Services, with a term commencing on October 1, 2013 and expiring September 30, 2014, for grant funds in the amount of \$20,000.

APPROVED: Public Safety Committee (October 26, 2013)  
                  Ways & Means Committee (November 13, 2013)

DATED:       November 13, 2013

Adopted by the following vote:

AYES 26   NAYS 0   ABSENT 3 (Messrs. Brennan, Townsend, Gordon)



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

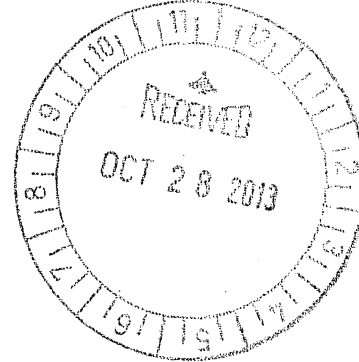
*Sheriff Robert M. Maciol*

October 21, 2013

FN 20 13-356

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

**PUBLIC SAFETY  
WAYS & MEANS**



Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$20,000. I am requesting approval of this grant contract.

The grant is set to begin October 1, 2013, and end on September 30, 2014. **There are no county dollars in this contract.** The goal of this grant is to purchase a portable Smart Board to aid in Criminal Investigations and to purchase equipment and replace the cloth furniture at the Child Advocacy Center.

**This Agreement requires Board approval at the Board's next meeting date.**

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and by e-signature in the GMS portal. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive  
Date 10/28/13

6.

Oneida County Department/Office: Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Revenue:**  
**Grant: X**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name of Proposing Organization: NYS Department of Criminal Justice Services  
Title of Activity or Service: Grant

Proposed Dates of Operation: 10/1/2013-9/30/2014

Client Population/Number to be Served: Oneida County Residents

**Summary Statements**

**1) Narrative Description of Proposed Services:** This grant is a Legislative Initiative to be used for the purchase of a portable Smart Board to be utilized in criminal investigations and for the purchase of equipment and replacement of cloth furniture at the CAC.

**2) Program/Service Objectives and Outcomes:** The portable Smart Board will be essential in criminal investigations as it can be used for briefings or group dissemination of information. The program includes maps, charts and timelines that can help deputies determine when incidents are most likely to occur and areas that need the most attention. Purchasing radios for the CAC to be carried on home visits will help ensure the safety of the employees. Updating the cloth furniture to furniture that is more easily sanitized.

**3) Program Design and Staffing:** Staff will be trained on how to utilize the Smart Board;

Total Funding Requested: \$20,000

Account #: ~~A3384~~ A3381

Oneida County Dept. Funding Recommendation: N/A

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

Oneida County Department/Office Staff Comments: E-Signature will be needed

71

**PUBLIC DEFENDER**  
*Frank J. Nebush, Jr., Esq.*

**CHIEF TRIAL COUNSEL**  
*Leland D. McCormac III, Esq.*

**CHIEF APPELLATE COUNSEL**  
*Patrick J. Marthage, Esq.*

**APPEALS & PAROLE SECTION**  
*David A. Cooke, Esq.*

*James F. Kehoe, Esq.*  
*Jennifer M. Compo, Paralegal*  
*Karrie L. Livingston, Sr. Office Specialist*

**SENIOR INVESTIGATOR**  
*James J. Larabee*

**CONFIDENTIAL INVESTIGATOR**  
*Christian M. Nebush*

**SPECIAL INVESTIGATOR**  
*Nicholas J. LaBella*

**CONFIDENTIAL SECRETARY**  
*Patricia A. Potter*

## Oneida County Public Defender Criminal Division

250 Boehlert Center at Union Station  
321 Main Street  
Utica, New York 13501  
Telephone: (315) 798-5870 • Fax: (315) 734-0364  
e-mail: [Pubdef@ocgov.net](mailto:Pubdef@ocgov.net)

### Branch Offices

Utica City Court  
411 Oriskany Street, West  
Utica, New York 13502  
Telephone: (315) 735-6671  
Fax: (315) 724-3407

Rome City Court  
100 West Court Street  
Utica, New York 13440  
Telephone: (315) 334-7012  
Fax: (315) 334-1196

FN 20 14 086

**VIOLENT CRIMES SECTION**  
First Assistant Public Defenders  
*Luke A. Nebush, Esq.*  
*Kurt D. Schultz, Esq.*  
*Adam P. Tyksinski, Esq.*

**MAJOR CRIMES SECTION**  
First Assistant Public Defender  
*Tina L. Hartwell, Esq.*  
Assistant Public Defenders  
*Elizabeth M. Cesari, Esq.*  
*JoAnna R. Feiner, Esq.*  
*Sarah A. Mietz, Esq.*  
*Cory A. Zennamo, Esq.*

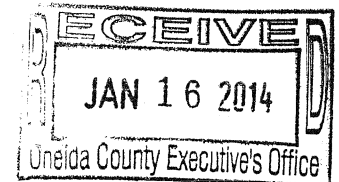
**CITY COURTS SECTION**  
First Assistant Public Defender  
*David L. Arthur, Esq., Rome*  
*James P. Godemann, Esq., Utica*  
Assistant Public Defenders  
*Jonathan B. Stroble, Esq., Utica*  
*Doreen M. St. Thomas, Esq.*

Monday, January 13, 2014

**PUBLIC SAFETY**

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

**WAYS & MEANS**



**Re: Certification of Section 606 Expenses**

Isaiah Bethea, Rashad M. Butler, Nicholas D. Cook, Dwayne McCord, Edgardo L. Lopez, David McLaughlin, Christian C. Montoya, Mckenney Nivol, Kevin Ponder, Jorge Rivera, Bryan L. Ruple, Bryan Scott, Kenyon Sultan, Miguel Valderas, Troy D. Wade, Joshua Walter and Alex Zapata, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

*Frank J. Nebush, Jr.*

Oneida County Public Defender, Criminal Division

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

*Anthony J. Picente, Jr.*  
County Executive

Date 1/16/14

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$19,009.34** for undertaking the legal defense of:

Isaiah Bethea, Rashad M. Butler, Nicholas D. Cook, Dwayne McCord, Edgardo L. Lopez, David McLaughlin, Christian C. Montoya, Mckenney Nivol, Kevin Ponder, Jorge Rivera, Bryan L. Ruple, Bryan Scott, Kenyon Sultan, Miguel Valderas, Troy D. Wade, Joshua Walter and Alex Zapata, being inmates of the State of New York

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

**In the Matter of the Claim of the  
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment  
of Legal Expenses Incurred in the Defense of Inmates  
of the State of New York

**AFFIDAVIT IN SUPPORT OF  
CLAIM FOR PAYMENT OF  
OF  
SECTION 606 EXPENSES**

STATE OF NEW YORK    ) ss:  
COUNTY OF ONEIDA    )

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.


3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: Isaiah Bethea, Rashad M. Butler, Nicholas D. Cook, Dwayne McCord, Edgardo L. Lopez, David McLaughlin, Christian C. Montoya, Mckenney Nivol, Kevin Ponder, Jorge Rivera, Bryan L. Ruple, Bryan Scott, Kenyon Sultan, Miguel Valderas, Troy D. Wade, Joshua Walter and Alex Zapata, being inmates of the State of New York pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

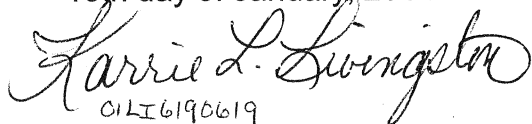
|                                |                    |
|--------------------------------|--------------------|
| People v. Isaiah Bethea        | \$1,607.49         |
| People v. Rashad M. Butler     | \$671.02           |
| People v. Nicholas D. Cook     | \$3,200.74         |
| People v. Dwayne McCord        | \$1,065.90         |
| People v. Edgardo L. Lopez     | \$1,054.35         |
| People v. David McLaughlin     | \$579.76           |
| People v. Christian C. Montoya | \$500.44           |
| People v. Mckenney Nivol       | \$617.62           |
| People v. Kevin Ponder         | \$261.00           |
| People v. Jorge Rivera         | \$712.18           |
| People v. Bryan L. Ruple       | \$1,705.13         |
| People v. Bryan Scott          | \$853.69           |
| People v. Kenyon Sultan        | \$925.37           |
| People v. Miguel Valderas      | \$113.45           |
| People v. Troy D. Wade         | \$561.00           |
| People v. Joshua Walter        | \$3,398.54         |
| People v. Alex Zapata          | <u>\$1,181.66</u>  |
| <b>TOTAL:</b>                  | <b>\$19,009.34</b> |

I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: January 13, 2014

  
**Frank J. Nebush, Jr.**

Subscribed and sworn to before me this  
13th day of January, 2014

  
CIL16190619

KARRIE L. LIVINGSTON  
Notary Public, State of New York  
Qualified in Oneida County  
My Commission Expires 7/28/16





# Oneida County Office of Traffic Safety / STOP-DWI Program



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

**Thomas A. Giruzzi**  
Stop-DWI Coordinator

February 5, 2014



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

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by 20 14-087

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

**PUBLIC SAFETY  
WAYS & MEANS**

Date 2/10/14

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the following Agencies; **Boonville PD, Camden PD, Kirkland PD, New Hartford PD, NY Mills PD, Oriskany PD, Rome PD, Sherrill PD, Utica PD, Vernon PD, Whitesboro PD, Whitestown PD, and Yorkville PD.**

I am respectfully requesting that this Contract for the Kirkland Police Department be approved for all Police Agency Contracts, which are all of the same content, with the exception of agency name, locality and dollar amount.

**The total amounts to \$118,400.00**

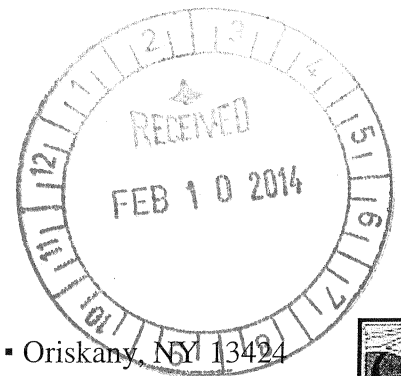
The Police Agencies are:

|  |             |
|--|-------------|
| Boonville Police Department; 13149 State Rte 12, Boonville NY 13309 -    | \$5,000.00  |
| Camden Police Department; 30 Fayette Street, Camden NY 13316 -           | \$1,000.00  |
| Kirkland Police Department, PO Drawer B, Clark Mills NY 13321 -          | \$ 6,200.00 |
| New Hartford Police Department, 32 Kellogg Road, New Hartford NY 13313 - | \$35,000.00 |
| New York Mills Police Department, 3 Maple Street NY Mills NY 13417       | \$ 1,500.00 |
| Oriskany Police Department, PO Box 904, Oriskany NY 13424                | \$ 1,000.00 |
| City of Rome Police Department, 301 N James Street Rome NY 13440         | \$15,000.00 |
| City of Sherrill Police Department, 373 Sherrill Road; Sherrill NY 13461 | \$1,000.00  |
| City of Utica Police Department, 413 Oriskany St W; Utica NY 13502       | \$38,500.00 |
| Vernon Police Department, PO Box 249; Vernon NY 13476                    | \$1,000.00  |
| Whitesboro Police Department, 46 Roosevelt Drive; Whitesboro NY 13492    | \$11,200.00 |
| Whitestown Police Department, 8539 Clark Mills Road; Whitesboro NY 13492 | \$1,000.00  |
| Yorkville Police Department, 30 Sixth Street; Yorkville NY 13495         | \$1,000.00  |

This agreement provides funding for the Agencies within Oneida County to conduct DWI selective enforcement patrols and purchase related equipment. This funding is 100% reimbursable to Oneida County from DWI funds generated in Oneida County therefore; there are **No County Dollars in this contract.** Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

*[Signature]*  
**Thomas A. Giruzzi, STOP DWI Coordinator**



**Oneida County Department: STOP-DWI Program**

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

**CONTRACT SUMMARY**

**Name of Proposing Organization:** Town of Kirkland, through its Police Department

**Title of Activity or Service:** DWI Selective Enforcement Patrols and related activities

**Proposed Dates of Operation:** January 1, 2014 – December 31, 2014

**Client Population/Number to be served:** Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$16,500.00**

**Oneida County Dept. Funding Recommendation: \$6200.00 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT made this 1<sup>st</sup> day of January 2014, by and between the Town of Kirkland through its Police Department, having offices at PO Drawer B Clark Mills, NY 13321, hereinafter referred to as the "POLICE AGENCY," and the COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".

WHEREAS, the COUNTY operates and conducts a program entitled "STOP-DWI," and,

WHEREAS, the POLICE AGENCY desires to participate in and promote said program for its residents along with the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. **GENERAL:** The POLICE AGENCY shall provide services and activities as outlined below under the "Scope of Services" which services and activities shall be related to the mission of the STOP-DWI PROGRAM, that being, the County-wide enforcement of NYS vehicle and traffic laws relating to DWI aimed at reducing alcohol related traffic injuries and fatalities.

2. **FEE:** The COUNTY shall reimburse the POLICE AGENCY up to the sum of 6200.00 dollars for the above.

a) Payments shall be made upon receipt from the POLICE AGENCY of a properly completed voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the COUNTY detailing the POLICE AGENCY's activities that were undertaken on behalf of the STOP-DWI PROGRAM. Salary, fringe benefits, related travel and subsistence and breath testing equipment calibrations shall be included in the \$6200.00 amount. *Expenses other than DWI Selective Enforcement Patrols shall be pre-approved by the STOP-DWI Coordinator.*

b) The COUNTY shall evaluate the effectiveness of the POLICE AGENCY's participation in this agreement and reserves the right to adjust the agreement at the end of the second quarter.

c) The COUNTY reserves the right to conduct an on site program and/or fiscal audit of the POLICE AGENCY 's records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The POLICE AGENCY shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Coordinator or his/her designee in order to verify program activity claimed by the POLICE AGENCY in claims made to the STOP-DWI Program for reimbursement.

3. **GOVERNANCE AND OPERATING PROCEDURES:** All activities associated with this agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) The **POLICE AGENCY** warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) The **POLICE AGENCY** agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

4. **TERM:** This **AGREEMENT** shall be effective beginning January 1, 2014 through December 31, 2014.

5. **CANCELLATION:** The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **POLICE AGENCY**. In the event of cancellation, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

6. **ASSIGNMENT:** This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

7. **SCOPE OF SERVICES:** In accordance with this **AGREEMENT** the **COUNTY** shall pay, and the **POLICE AGENCY** shall provide the following services:


- a) Conduct DWI Selective Enforcement Patrols;
- b) testify in criminal proceedings as a result of DWI arrests; and
- c) attend training that enhances the mission of the **STOP-DWI Program**.

8. **SPECIAL REPORTS:** The Town of Kirkland, through its Police Department shall notify the STOP-DWI Coordinator of all arrests on a quarterly basis and any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.

9. **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.

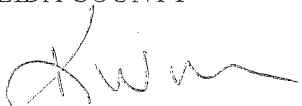
IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

TOWN OF KIRKLAND

BY   
NAME ROBERT J. MEENAN  
TITLE SUPERVISOR

DATE 1/23/14

ONEIDA COUNTY

BY   
Kevin W. Revere  
Director of Emergency Services

DATE 1/29/14

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

DATE \_\_\_\_\_

Approved as to Form Only

\_\_\_\_\_  
Assistant County Attorney

## APPENDIX B

THIS APPENDIX, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

### **1. Executor or Non-Appropriation Clause.**

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

### **2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of 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.<sup>2</sup>

### **3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

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

3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).

- 
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
    2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

#### **5. Non-Assignment Clause.**

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

#### **6. Worker's Compensation Benefits.**

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

#### **7. Non-Discrimination Requirements.**



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

#### **11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

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

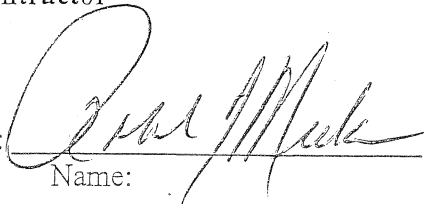
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

County of Oneida

Contractor

By: \_\_\_\_\_  
Oneida County Executive

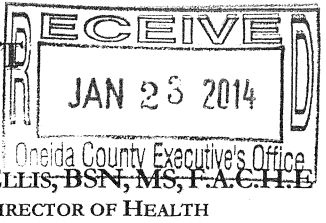
By:   
Name: \_\_\_\_\_

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501



ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

January 17, 2014

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

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

FN 20 14-088  
  
Anthony J. Picente, Jr.  
County Executive  
HEALTH & HUMAN SERVICES Date 1/23/14

Dear Mr. Picente:

### WAYS & MEANS

The Oneida County Health Department's (OCHD) *Lead Primary Prevention Program* goal is to reduce or eliminate the incidence of lead poisoning and provide lead prevention services before children are lead poisoned.

The Community Foundation of Herkimer and Oneida Counties, Inc. has awarded OCHD a grant for \$27,251 for the purpose of expanding its lead program by funding the purchase of twenty one (21) additional HEPA vacuums and additional paint with primer.

We, therefore, are requesting the following supplemental appropriation for the 2014 fiscal year:

|  |                 |
|--|-----------------|
| To: A4062.2954 – Other Equipment – CF..... | \$13,251        |
| A4062.295115 – Other Expenses – CF .....   | 14,000          |
| <b>Total:</b>                              | <b>\$27,251</b> |

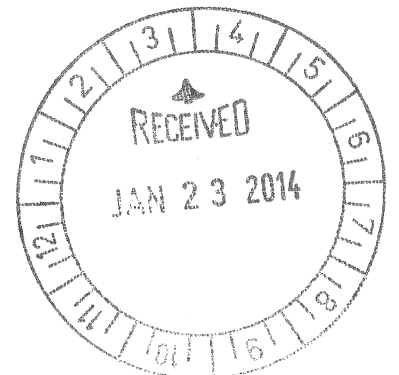
This appropriation will be supported by revenue in A2776 – Misc. Revenues – Lead Poisoning for \$27,251. Please request the Board to act on the above mentioned at their earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

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

cc: T. Keeler, Director of Budget  
T. Engle, Fiscal Services Administrator



# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 14-089

January 13, 2014

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

Re: TM13033 Women's Health Initiative  
Cancer Screening Program

Attached are five (5) copies of a new grant between Oneida County through its Health Department – Cancer Services Program and the New York State Department of Health.

This new grant will assist with funding to supplement additional services for women. Reimbursement shall be made for clinical services provided to eligible female clients per the New York State Cancer Services Program Operations Manual. Reimbursement shall only be made for those allowable services provided to female clients as listed in the New York State Cancer Services Program Operations Manual. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for service basis, per the Maximum allowable Reimbursement Scheduled (MARS) that is included in the New York State Cancer Services Program Operations Manual. The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding.

The term of this grant shall commence on April 1, 2013 and remain in effect through March 31, 2014. Reimbursement is in the amount of \$6,475 and is 100% state funded.

This is not a program mandated by Public Health Law.

The reason this grant is being forwarded to you after the commencement date is due to the late receipt of the grant from New York State.

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

Sincerely,

Handwritten signature of Phyllis D. Ellis in black ink.

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

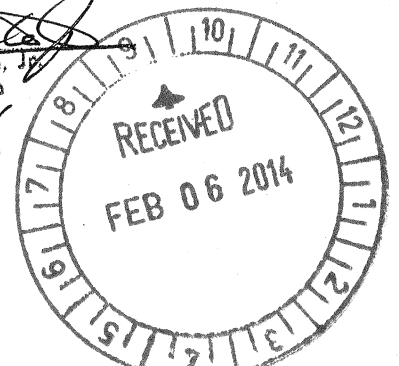
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Handwritten signature of Anthony J. Picente, Jr. in black ink.

Anthony J. Picente, Jr.  
County Executive

Date 2/5/14

attachments  
ry



Oneida County Department: Public Health

Competing Proposal:

Only Respondent:

Sole Source RFP:

Other:

NAME AND ADDRESS OF VENDOR: New York State Department of Health  
Division of Chronic Disease Prevention  
Empire State Plaza, Corning Tower  
Room 1025  
Albany, New York 12237-0675

SUMMARY STATEMENT: This is a new grant with funding to supplement additional services for women only. Reimbursement shall be made for clinical services provided to eligible female clients per the New York State Cancer Services Program Operations Manual. Reimbursement shall only be made for those allowable services provided to female clients as listed in the New York State Cancer Services Program Operations Manual. Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) that is included in the New York State Cancer Services Program Operations Manual. The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding.

DATES OF OPERATION: April 1, 2013 through March 31, 2014

TOTAL FUNDING REQUESTED: \$6,475 100% state funded

NEW  RENEWAL  AMENDMENT  APPLICATION

FUNDING SOURCE: 100% state funded

COMMENTS: This grant is new to the Oneida County Health Department.

Expense Account: A4091.495

Revenue Account: A3451

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|  |   |
|--|---|
| <p>STATE AGENCY (Name &amp; Address)</p> <p>New York State Department of Health<br/>         Division of Chronic Disease Prevention<br/>         Empire State Plaza<br/>         Corning Tower Room 1025<br/>         Albany, NY 12237-0675</p>  | <p>BUSINESS UNIT/DEPT. ID: DOH01/ 3450263</p> <p>CONTRACT NUMBER: TM13033</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement<br/> <input type="checkbox"/> Simplified Renewal Agreement<br/> <input checked="" type="checkbox"/> Fixed Term Agreement</p>   |
| <p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Of <i>Oneida</i></p>  | <p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New<br/> <input type="checkbox"/> Renewal<br/> <input type="checkbox"/> Amendment</p>   |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p>   | <p>PROJECT NAME:</p> <p>Women's Health Initiative Cancer Screening Program</p>  |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595<br/>         Federal Tax ID Number: 156000460<br/>         DUNS Number (if applicable):</p>  | <p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>  |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health<br/>         800 Park Avenue<br/>         Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit<br/> <input checked="" type="checkbox"/> Municipality, Code: 300100000000<br/> <input type="checkbox"/> Tribal Nation<br/> <input type="checkbox"/> Individual<br/> <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>EXEMPT</p> <p>Exemption Status/Code:<br/>         Art. 7-A, 15</p> <p><input type="checkbox"/> Sectarian Entity</p> |

Contract Number: # TM3033

Page 1 of 3

Master Grant Contract, Face Page



**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|   |  |
|---|--|
| <p>CURRENT CONTRACT TERM:<br/>From: 4/1/13 To: 3/31/14</p> <p>CURRENT CONTRACT PERIOD:<br/>From: 4/1/13 To: 3/31/14</p> <p>AMENDED TERM:<br/>From: To:</p> <p>AMENDED PERIOD:<br/>From: To:</p> | <p>CONTRACT FUNDING AMOUNT<br/>(<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p>CURRENT: \$6,475</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State<br/><input type="checkbox"/> Federal<br/><input type="checkbox"/> Other</p> |
|---|--|

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Attachment A:                                | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
|  | <input type="checkbox"/> A-2 Federally Funded Grants                          |
| <input checked="" type="checkbox"/> Attachment B:                                | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget              |
|  | <input type="checkbox"/> B-2 Performance Based Budget                         |
|  | <input type="checkbox"/> B-3 Capital Budget                                   |
|  | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)          |
|  | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)          |
|  | <input type="checkbox"/> B-3(A) Capital Budget (Amendment)                    |
| <input checked="" type="checkbox"/> Attachment C: Work Plan                      |   |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule |   |
| <input checked="" type="checkbox"/> Other: E-1 Workers' Compensation Insurance   |   |
| E-2 Disability Insurance   |   |

Contract Number: # TM3033

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

CONTRACTOR:

Oneida County Department of Health

By: \_\_\_\_\_

Anthony J. Picente, Jr.  
Printed Name

Title: Oneida County Executive

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

STATE AGENCY:

New York State Department of Health

By: \_\_\_\_\_

Bradley Hutton, M.P.H.  
Printed Name

Title: Director, Center for Community Health

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

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Contract Number: # TM3033

Page 3 of 3

Master Grant Contract, Face Page

**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).  
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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:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (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

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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.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) 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. 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.
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).

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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.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) 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, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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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.

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. 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. 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. 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. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must 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).
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).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records 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, 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 V(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**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being

rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

- a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance



O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE monthly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Assigned Contract Manager  
NYS Department of Health  
Central Field Office  
217 South Salina Street  
Syracuse, NY 13202**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or

alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Stan Mathews  
Title: Health Program Administrator  
Address: New York State Department of Health  
Division of Chronic Disease Prevention  
Empire State Plaza  
Corning Tower Room 1025  
Albany, NY 12237-0675  
Telephone Number: 518-474-3050  
Facsimile Number: 518-473-2853  
E-Mail Address: sxm23@health.ny.gov

**Oneida County Department of Health**

Name: Wendy Hunt  
Title: Program Coordinator  
Address: 800 Park Avenue  
Utica, NY 13501  
Telephone Number: 315-798-5229  
Facsimile Number:  
E-Mail Address: whunt@ocgov.net,

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**Department of Health Program Name:** Cancer Services Program

**Initiative Name:** Integrated Breast, Cervical and Colorectal Cancer Screening Program -  
Component A – Upstate NY and Long Island

For Agreements Under Which Providers Receive Reimbursement from the State Contractors

- A. The CONTRACTOR shall obtain written approval of the CSP prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo, as per the Program’s Operations Manual (herein referred to as the CSP Operations Manual).
  
- B. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.
  
- C. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including

investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

- D. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.
  
- E. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.
  
- F. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of the Participating Provider Requirements as included in the CSP Operations Manual. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR must enter into a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in the Participating Provider Requirements as included in the CSP Operations Manual and the Cancer Services Program Reimbursement schedule. The Operations Manual and Reimbursement Schedule are provided to all contractors annually and as revisions are made.
  
- G. The CONTRACTOR will reimburse such providers directly at regular intervals once clinical data has been accepted and approved on the PROGRAM data system, as set forth in the Participating Provider Requirements as included in the CSP Operations Manual.
  
- H. The CONTRACTOR is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.

- I. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the CSP Operations Manual, not directly fulfilled by the CONTRACTOR.
- J. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
- K. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.
- L. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.
- M. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.
- N. Paragraphs A, J, and K of this Attachment A-1: Part B shall survive termination of the AGREEMENT

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013

To: 3/31/2014

| CATEGORY OF EXPENSE           | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL   |
|-------------------------------|-------------|-------------|---------|-------------|---------|
| 1. Personal Services          |             |             |         |             |         |
| a) Salary                     | \$0         |             |         |             | \$0     |
| b) Fringe                     | \$0         |             |         |             | \$0     |
| Subtotal                      | \$0         | \$0         |         | \$0         | \$0     |
| 2. Non Personal Services      |             |             |         |             |         |
| a) Contractual Services       | \$6,475     |             | 0.00%   |             | \$6,475 |
| b) Travel                     | \$0         |             |         |             | \$0     |
| c) Equipment                  | \$0         |             |         |             | \$0     |
| d) Space/Property & Utilities | \$0         |             |         |             | \$0     |
| e) Operating Expenses         | \$0         |             |         |             | \$0     |
| f) Other                      | \$0         |             |         |             | \$0     |
| Subtotal                      | \$6,475     | \$0         | 0.00%   | \$0         | \$6,475 |
| TOTAL                         | \$6,475     | \$0         | 0.00%   | \$0         | \$6,475 |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

| POSITION TITLE            | SALARY                         |                            |                          | NUMBER OF MONTHS FUNDED | TOTAL |
|---------------------------|--------------------------------|----------------------------|--------------------------|-------------------------|-------|
|                           | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED |                         |       |
| 1.                        |                                |                            |                          |                         | \$ -  |
| 2.                        |                                |                            |                          |                         | \$ -  |
| 3.                        |                                |                            |                          |                         | \$ -  |
| 4.                        |                                |                            |                          |                         | \$ -  |
| 5.                        |                                |                            |                          |                         | \$ -  |
| 6.                        |                                |                            |                          |                         | \$ -  |
| 7.                        |                                |                            |                          |                         | \$ -  |
| 8.                        |                                |                            |                          |                         | \$ -  |
| 9.                        |                                |                            |                          |                         | \$ -  |
| 10.                       |                                |                            |                          |                         | \$ -  |
| 11.                       |                                |                            |                          |                         | \$ -  |
| 12.                       |                                |                            |                          |                         | \$ -  |
| 13.                       |                                |                            |                          |                         | \$ -  |
| 14.                       |                                |                            |                          |                         | \$ -  |
| 15.                       |                                |                            |                          |                         | \$ -  |
| Subtotal                  |                                |                            |                          |                         | \$ -  |
| FRINGE - TYPE/DESCRIPTION |                                |                            |                          |                         |       |
| PERSONAL SERVICES TOTAL   |                                |                            |                          |                         | \$ -  |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION |   | TOTAL    |
|---|---|----------|
| 1.                                      | Reimbursement for clinical services provided to eligible clients as per the New York State Cancer | \$ 6,475 |
| 2.                                      | Services Program Operations Manual. Reimbursement rates shall be updated annually on April 1      |          |
| 3.                                      | and shall be made available to the contractor via the New York State Cancer Services Program      |          |
| 4.                                      | Operations Manual.  |          |
| 5.                                      |   |          |
| 6.                                      | 4/1/13-3/31/14  |          |
| 7.                                      |   |          |
| 8.                                      |   |          |
| 9.                                      |   |          |
| 10.                                     |   |          |
|   | TOTAL   | \$ 6,475 |

| TRAVEL - TYPE/DESCRIPTION |       | TOTAL |
|---------------------------|-------|-------|
| 1.                        |       |       |
| 2.                        |       |       |
| 3.                        |       |       |
| 4.                        |       |       |
| 5.                        |       |       |
| 6.                        |       |       |
| 7.                        |       |       |
| 8.                        |       |       |
| 9.                        |       |       |
| 10.                       |       |       |
|                           | TOTAL | \$ -  |



ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|------------------------------|-------|
| 1.                           |       |
| 2.                           |       |
| 3.                           |       |
| 4.                           |       |
| 5.                           |       |
| 6.                           |       |
| 7.                           |       |
| 8.                           |       |
| 9.                           |       |
| 10.                          |       |
| TOTAL                        | \$ -  |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|--|-------|
| 1.   |       |
| 2.   |       |
| 3.   |       |
| 4.   |       |
| 5.   |       |
| TOTAL  | \$ -  |

| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL |
|---|-------|
| 1.  |       |
| 2.  |       |
| 3.  |       |
| 4.  |       |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**

|    |                |      |
|----|----------------|------|
| 5. | <i>SUMMARY</i> |      |
|    | TOTAL          | \$ - |

| TYPE/DESCRIPTION OF UTILITY EXPENSES |       | TOTAL |
|--------------------------------------|-------|-------|
| 1.                                   |       |       |
| 2.                                   |       |       |
| 3.                                   |       |       |
| 4.                                   |       |       |
| 5.                                   |       |       |
|                                      | TOTAL | \$ -  |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---------------------------------------|-------|
| 1.                                    |       |
| 2.                                    |       |
| 3.                                    |       |
| 4.                                    |       |
| 5.                                    |       |
| 6.                                    |       |
| 7.                                    |       |
| 8.                                    |       |
| 9.                                    |       |
| 10.                                   |       |
| 11.                                   |       |
| 12.                                   |       |
| 13.                                   |       |
| 14.                                   |       |
| 15.                                   |       |
| TOTAL                                 | \$ -  |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|--------------------------|-------|
| 1.                       |       |
| 2.                       |       |
| 3.                       |       |
| 4.                       |       |
| 5.                       |       |
| 6.                       |       |
| 7.                       |       |
| 8.                       |       |
| TOTAL                    | \$ -  |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013  
To: 3/31/2014

| CATEGORY OF EXPENSE         | BUDGETED | DETAILS |
|-----------------------------|----------|---------|
| <b>1. Personal Services</b> |          |         |
| a) Salary                   |          |         |
| 1. 0                        | \$0      |         |
| 2. 0                        | \$0      |         |
| 3. 0                        | \$0      |         |
| 4. 0                        | \$0      |         |
| 5. 0                        | \$0      |         |
| 6. 0                        | \$0      |         |
| 7. 0                        | \$0      |         |
| 8. 0                        | \$0      |         |
| 9. 0                        | \$0      |         |
| 10. 0                       | \$0      |         |
| 11. 0                       | \$0      |         |
| 12. 0                       | \$0      |         |
| 13. 0                       | \$0      |         |
| 14. 0                       | \$0      |         |
| 15. 0                       | \$0      |         |
| 16. 0                       | \$0      |         |
| 17. 0                       | \$0      |         |
| 18. 0                       | \$0      |         |
| 19. 0                       | \$0      |         |
| 20. 0                       | \$0      |         |
| 21. 0                       | \$0      |         |
| 22. 0                       | \$0      |         |
| 23. 0                       | \$0      |         |
| 24. 0                       | \$0      |         |
| 25. 0                       | \$0      |         |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013  
To: 3/31/2014

| CATEGORY OF EXPENSE | BUDGETED | DETAILS |
|---------------------|----------|---------|
| 26.0                | \$0      |         |
| 27.0                | \$0      |         |
| 28.0                | \$0      |         |
| 29.0                | \$0      |         |
| 30.0                | \$0      |         |
| 31.0                | \$0      |         |
| 32.0                | \$0      |         |
| 33.0                | \$0      |         |
| 34.0                | \$0      |         |
| 35.0                | \$0      |         |
| 36.0                | \$0      |         |
| 37.0                | \$0      |         |
| 38.0                | \$0      |         |
| 39.0                | \$0      |         |
| 40.0                | \$0      |         |
| 41.0                | \$0      |         |
| 42.0                | \$0      |         |
| 43.0                | \$0      |         |
| 44.0                | \$0      |         |
| 45.0                | \$0      |         |
| 46.0                | \$0      |         |
| 47.0                | \$0      |         |
| 48.0                | \$0      |         |
| 49.0                | \$0      |         |
| 50.0                | \$0      |         |
| 51.0                | \$0      |         |
| 52.0                | \$0      |         |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013

To: 3/31/2014

| CATEGORY OF EXPENSE  | BUDGETED | DETAILS |
|--|----------|---------|
| 53.0   | \$0      |         |
| 54.0   | \$0      |         |
| 55.0   | \$0      |         |
| 56.0   | \$0      |         |
| 57.0   | \$0      |         |
| 58.0   | \$0      |         |
| 59.0   | \$0      |         |
| 60.0   | \$0      |         |
| b) Fringe  |          |         |
| Personal Services Subtotal   | \$0      |         |
| <b>2. Non Personal Services</b>                                    |          |         |
| a) Contractual Services  |          |         |
| 1. Reimbursement for clinical services provided to eligible client | \$6,475  |         |
| 2. Services Program Operations Manual. Reimbursement rates s       | \$0      |         |
| 3. and shall be made available to the contractor via the New Yo    | \$0      |         |
| 4. Operations Manual.  | \$0      |         |
| 5.0  | \$0      |         |
| 6. 4/1/13-3/31/14  | \$0      |         |
| 7.0  | \$0      |         |
| 8.0  | \$0      |         |
| 9.0  | \$0      |         |
| 10.0   | \$0      |         |
| b) Travel  |          |         |
| 1.0  | \$0      |         |
| 2.0  | \$0      |         |
| 3.0  | \$0      |         |
| 4.0  | \$0      |         |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013  
To: 3/31/2014

| CATEGORY OF EXPENSE           | BUDGETED | DETAILS |
|-------------------------------|----------|---------|
| 5.0                           | \$0      |         |
| 6.0                           | \$0      |         |
| 7.0                           | \$0      |         |
| 8.0                           | \$0      |         |
| 9.0                           | \$0      |         |
| 10.0                          | \$0      |         |
| c) Equipment                  |          |         |
| 1.0                           | \$0      |         |
| 2.0                           | \$0      |         |
| 3.0                           | \$0      |         |
| 4.0                           | \$0      |         |
| 5.0                           | \$0      |         |
| 6.0                           | \$0      |         |
| 7.0                           | \$0      |         |
| 8.0                           | \$0      |         |
| 9.0                           | \$0      |         |
| 10.0                          | \$0      |         |
| d) Space/Property & Utilities |          |         |
| Rent                          |          |         |
| 1.0                           | \$0      |         |
| 2.0                           | \$0      |         |
| 3.0                           | \$0      |         |
| 4.0                           | \$0      |         |
| 5.0                           | \$0      |         |
| Own                           |          |         |
| 1.0                           | \$0      |         |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013  
To: 3/31/2014

| CATEGORY OF EXPENSE   | BUDGETED | DETAILS |
|-----------------------|----------|---------|
| 2.0                   | \$0      |         |
| 3.0                   | \$0      |         |
| 4.0                   | \$0      |         |
| 5.0                   | \$0      |         |
| Utilities             |          |         |
| 1.0                   | \$0      |         |
| 2.0                   | \$0      |         |
| 3.0                   | \$0      |         |
| 4.0                   | \$0      |         |
| 5.0                   | \$0      |         |
| e) Operating Expenses |          |         |
| 1.0                   | \$0      |         |
| 2.0                   | \$0      |         |
| 3.0                   | \$0      |         |
| 4.0                   | \$0      |         |
| 5.0                   | \$0      |         |
| 6.0                   | \$0      |         |
| 7.0                   | \$0      |         |
| 8.0                   | \$0      |         |
| 9.0                   | \$0      |         |
| 10.0                  | \$0      |         |
| 11.0                  | \$0      |         |
| 12.0                  | \$0      |         |
| 13.0                  | \$0      |         |
| 14.0                  | \$0      |         |
| 15.0                  | \$0      |         |



ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013  
To: 3/31/2014

| CATEGORY OF EXPENSE            | BUDGETED | DETAILS |
|--------------------------------|----------|---------|
| f) Other                       |          |         |
| 1. 0                           | \$0      |         |
| 2. 0                           | \$0      |         |
| 3. 0                           | \$0      |         |
| 4. 0                           | \$0      |         |
| 5. 0                           | \$0      |         |
| 6. 0                           | \$0      |         |
| 7. 0                           | \$0      |         |
| 8. 0                           | \$0      |         |
| Non Personal Services Subtotal | \$6,475  |         |
| TOTAL                          | \$6,475  |         |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Women's Health Initiative Cancer Screening Program

CONTRACTOR SFS PAYEE NAME: Oneida County Of

CONTRACT PERIOD: From: 4/1/2013  
To: 3/31/2014

| CATEGORY OF EXPENSE            | BUDGETED       | DETAILS |
|--------------------------------|----------------|---------|
| f) Other                       |                |         |
| 1. 0                           | \$0            |         |
| 2. 0                           | \$0            |         |
| 3. 0                           | \$0            |         |
| 4. 0                           | \$0            |         |
| 5. 0                           | \$0            |         |
| 6. 0                           | \$0            |         |
| 7. 0                           | \$0            |         |
| 8. 0                           | \$0            |         |
| Non Personal Services Subtotal | \$6,475        |         |
| <b>TOTAL</b>                   | <b>\$6,475</b> |         |

**Applicant Name:** Oneida County Department of Health

**Clinical Services Work Plan**  
**4/1/2013 – 3/31/2014**

|   |
|---|
|   |
| Reimbursement shall be made for clinical services provided to eligible female clients per the New York State Cancer Services Program Operations Manual.   |
| Reimbursement shall only be made for those allowable services provided to female clients as listed in the New York State Cancer Services Program Operations Manual.   |
| Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) that is included in the New York State Cancer Services Program Operations Manual. The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding. |
| The regional rates shall be at or below the New York State Regional Medicare rates as published annually by the United States Department of Health and Human Services.  |
| Reimbursement rates shall be updated annually on April 1. The schedule of rates for each subsequent year shall be made available to the contractor via the New York State Cancer Services Program Operations Manual.  |

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

|   |  |
|---|--|
| <p>1a. Legal Name &amp; Address of Insured (Use street address only)</p><br><br><p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured</p><br><p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p><br><p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>   |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>   | <p>3a. Name of Insurance Carrier</p><br><p>3b. Policy Number of entity listed in box "1a"</p><br><p>3c. Policy effective period</p> <p style="text-align: center;">_____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are<br/> <input type="checkbox"/> included. (Only check box if all partners/officers included)<br/> <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certification holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

|  |   |
|--|---|
| PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier             |   |
| 1a. Legal Name & Address of Insured (Use street address only)  | 1b. Business Telephone Number of Insured<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number |
| 2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) | 3a. Name of Insurance Carrier<br><br>3b. Policy Number of entity listed in box "1a"<br><br>3c. Policy effective period<br>_____ to _____  |

4. Policy covers:
- a.  All of the employer's employees eligible under the New York Disability Benefits Law
  - b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: \_\_\_\_\_ Title: \_\_\_\_\_

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
 If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

|  |  |
|--|--|
| Part 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)   |  |
| State of New York<br>Workers' Compensation Board   |  |
| According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees. |  |
| Date Signed: _____ By: _____<br><small>(Signature of NYS Workers' Compensation Board Employee)</small>   |  |
| Telephone Number: _____ Title: _____   |  |

**Please note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

**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 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 \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract 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: \_\_\_\_\_

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date \_\_\_\_\_
- Monthly Reimbursement  
Due date 30 days from end of period
- 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 \_\_\_\_\_

## 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)<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.

<sup>1</sup> 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.

## **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.





# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



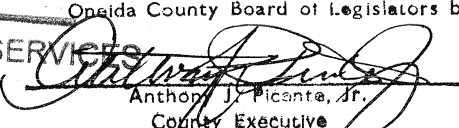
PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

January 10, 2014

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

FN 20 14 - 090 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
HEALTH & HUMAN SERVICES  
WAYS & MEANS   
Anthony J. Picente, Jr.  
County Executive

Date 1/29/14  
Re: C-027930 Rabies Program

Dear Mr. Picente:

Attached are five (5) copies of an Amendment between Oneida County through its Health Department – Environmental Health and the New York State Department of Health.

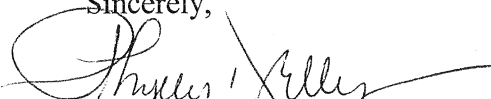
The purpose of the agreement is to implement a rabies plan that will protect the residents of Oneida County from contracting rabies. The Oneida County Health Department has developed a comprehensive rabies protocol based on current New York State Department of Health protocol. This agreement allows for reimbursement to counties of actual expenses for certain activities related to rabies prevention, suppression and control. Activities include follow up of potential exposure of persons to rabies, follow up of potential exposure of domestic animals to rabies, county authorized, human post-exposure treatment, specimen preparation and shipment, pet vaccination clinics, and rabies education prevention, and outreach programs.

This is a five (5) year agreement and is being amended from \$155,494 to \$148,556. Annual reimbursement to Oneida County will be in the amount of \$29,364. The term of this Amendment shall commence April 1, 2012 through March 31, 2017 and is funded by New York State Department of Health at 100%.

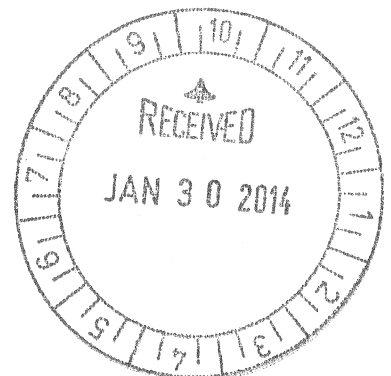
The reason this Amendment is being forwarded for signature after the commencement date is due to receipt of Amendment in December 2013. This is a program mandated by Public Health Law.

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

Sincerely,

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

attachments  
ry



**Oneida County Department:** Public Health

Competing Proposal: \_\_\_\_\_

Only Respondent: \_\_\_\_\_

Sole Source: \_\_\_\_\_

Other:   X  

**NAME AND ADDRESS OF VENDOR:** Renee Lund-Feisthamel  
Health Program Administrator  
Bureau of Communicable Disease Control  
ESP – Corning Tower, Room 651  
Albany, New York 12237

**SUMMARY STATEMENT:** The purpose of the agreement is to implement a rabies plan that will protect the residents of Oneida County from contracting rabies. The Oneida County Health Department has developed a comprehensive rabies protocol based on current New York State Department of Health protocol. This agreement allows for reimbursement to counties of actual expenses for certain activities related to rabies prevention, suppression and control. These activities include: follow up of potential exposure of persons to rabies, follow up of potential exposure of domestic animals to rabies, county authorized, human post-exposure treatment, specimen preparation and shipment, pet vaccination clinics, and rabies education prevention, and outreach programs.

**DATES OF OPERATION:** April 1, 2012 through March 31, 2017

**TOTAL FUNDING REQUESTED:** \$148,556

       NEW           RENEWAL      X   AMENDMENT           APPLICATION

**FUNDING SOURCE:** Funded by New York State Department of Health at 100%.

**COMMENTS:** This is a five year agreement for a total of \$155,494 that has been amended to \$148,556. Yearly reimbursement is \$29,364.

Expense Account: A4018

Revenue Account: A3401.05

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|   |   |
|---|---|
| <p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Department of Health<br/>         Bureau of Communicable Disease Control<br/>         ESP - Corning Tower - Room 651<br/>         Albany, New York 12237</p>  | <p>BUSINESS UNIT/DEPT. ID: DOH01/3450250</p> <p>CONTRACT NUMBER: C027930</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement<br/> <input type="checkbox"/> Simplified Renewal Agreement<br/> <input type="checkbox"/> Fixed Term Agreement</p>  |
| <p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Health Department</p>  | <p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New<br/> <input type="checkbox"/> Renewal<br/> <input checked="" type="checkbox"/> Amendment</p>   |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p>  | <p>PROJECT NAME:</p> <p>Rabies</p>  |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595<br/>         Federal Tax ID Number: 15-6000460<br/>         DUNS Number (if applicable): 075814186</p>  | <p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>N/A</p>   |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Adirondack Bank Bldg, 5th Floor<br/>         185 Genesee St.<br/>         Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit<br/> <input checked="" type="checkbox"/> Municipality, Code: 300100000.00<br/> <input type="checkbox"/> Tribal Nation<br/> <input type="checkbox"/> Individual<br/> <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A</p> <p><input type="checkbox"/> Sectarian Entity</p> |

Contract Number: # C027930

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|   |   |
|---|---|
| <p>CURRENT CONTRACT TERM:<br/>From: 04/01/2012      To: 03/31/2017</p> <p>CURRENT CONTRACT PERIOD:<br/>From: 04/01/2012      To: 03/31/2017</p> <p>AMENDED TERM:<br/>From:                      To:</p> <p>AMENDED PERIOD:<br/>From:                      To:</p> | <p>CONTRACT FUNDING AMOUNT<br/><i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 155,494</p> <p>AMENDED: \$ 148,556</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State<br/><input type="checkbox"/> Federal<br/><input type="checkbox"/> Other</p> |
|---|---|

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

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|----------------|----------------|----------------|----------------|
| 1 | 4/1/12-3/31/13 | \$ 31,099      |                |                |
| 2 | 4/1/13-3/31/14 | \$ 31,099      |                | \$ 29,364      |
| 3 | 4/1/14-3/31/15 | \$ 31,099      |                | \$ 29,364      |
| 4 | 4/1/15-3/31/16 | \$ 31,099      |                | \$ 29,364      |
| 5 | 4/1/16-3/31/17 | \$ 31,099      |                | \$ 29,364      |

**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-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Attachment H

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

CONTRACTOR:

Oneida County Health Department  
Adirondack Bank Bldg. 3th Floor  
185 Genesee St.  
Utica, New York 13501

By: \_\_\_\_\_

Anthony J. Picente, Jr.  
Printed Name

Title: Oneida County Executive

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

STATE AGENCY:

New York State Department of Health  
Bureau of Communicable Disease Control  
ESP - Corning Tower - Room 651  
Albany, New York 12237

By: \_\_\_\_\_

Bradley J. Hutton  
Printed Name

Title: Director, CCH

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: \_\_\_\_\_

Contract Number: # C027930

**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).



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.

**C. 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:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (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

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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.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) 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. 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.
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),

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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.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) 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, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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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.

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. 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. 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. 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. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must 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).

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).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records 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, 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 V(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**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the



MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

- a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
- b) For a nonprofit organization other than
  - (i) an institution of higher education,
  - (ii) a hospital, or
  - (iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE **quarterly** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Bureau of Communicable Disease Control  
ESP – Corning Tower – Room 651  
Albany, New York 12237**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions

of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Renee Lund-Feisthamel

Title: Health Program Administrator

Address: ESP – Corning Tower – Room 651, Albany, New York 12237

Telephone Number: 518-473-4439

Facsimile Number: 518-474-7381

E-Mail Address: rl103@health.ny.gov

**Oneida County Health Department**

Name: Phyllis D. Ellis, BSN, MS, FACHE

Title: Director of Health

Address: Adirondack Bank Bldg, 5<sup>th</sup> Floor, 185 Genesee St, Utica, New York 13501

Telephone Number: 315-798-6400

Facsimile Number: 315-266-6138

E-Mail Address: pellis@ocgov.net

**Part B. Program Specific Clauses**

Attachment A-1 Part B intentionally omitted.

ATTACHMENT B-1(A) – EXPENDITURE BASED BUDGET (AMENDMENT) SUMMARY

PROJECT NAME: Rabies

CONTRACTOR SFS PAYEE NAME: Oncida County Health Department

CONTRACT PERIOD: FROM: 4/1/2013  
TO: 3/31/2014

AMENDMENT VERSION NUMBER: 1

| CATEGORY OF EXPENSE           | GRANT FUNDS    |          |                | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|-------------------------------|----------------|----------|----------------|-------------|---------|-------------|-------|
|                               | CURRENT BUDGET | CHANGE   | REVISED BUDGET |             |         |             |       |
| 1. Personal Services          |                |          |                |             |         |             |       |
| a) Salary                     |                |          |                |             |         |             |       |
| b) Fringe                     |                |          |                |             |         |             |       |
| Subtotal                      |                |          |                |             |         |             |       |
| 2. Non Personal Services      |                |          |                |             |         |             |       |
| a) Contractual Services       |                |          |                |             |         |             |       |
| b) Travel                     |                |          |                |             |         |             |       |
| c) Equipment                  |                |          |                |             |         |             |       |
| d) Space/Property & Utilities |                |          |                |             |         |             |       |
| e) Operating Expenses         |                |          |                |             |         |             |       |
| f) Other                      | 31,098.74      | 1,734.44 | 29,364.30      |             |         |             |       |
| Subtotal                      |                |          |                |             |         |             |       |
| TOTAL                         | 31,098.74      | 1,734.44 | 29,364.30      |             |         |             |       |

Contract Number: # C027930

ATTACHMENT B-1(A) -EXPENDITURE BASED BUDGET (AMENDMENT)  
 PERSONAL SERVICES DETAIL

| SALARY                    |                                |                            |                          |                         |       |
|---------------------------|--------------------------------|----------------------------|--------------------------|-------------------------|-------|
| POSITION TITLE            | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1.                        |                                |                            |                          |                         |       |
| 2.                        |                                |                            |                          |                         |       |
| 3.                        |                                |                            |                          |                         |       |
| 4.                        |                                |                            |                          |                         |       |
| 5.                        |                                |                            |                          |                         |       |
| 6.                        |                                |                            |                          |                         |       |
| 7.                        |                                |                            |                          |                         |       |
| 8.                        |                                |                            |                          |                         |       |
| 9.                        |                                |                            |                          |                         |       |
| 10.                       |                                |                            |                          |                         |       |
| 11.                       |                                |                            |                          |                         |       |
| 12.                       |                                |                            |                          |                         |       |
| 13.                       |                                |                            |                          |                         |       |
| 14.                       |                                |                            |                          |                         |       |
| 15.                       |                                |                            |                          |                         |       |
| Subtotal                  |                                |                            |                          |                         |       |
| FRINGE - TYPE/DESCRIPTION |                                |                            |                          |                         |       |
| PERSONAL SERVICES TOTAL   |                                |                            |                          |                         |       |

Contract Number: #     C027930    

Page 2 of 6, Attachment B-1(A) - Expenditure Based Budget (Amendment)



ATTACHMENT B-1(A) –EXPENDITURE BASED BUDGET (AMENDMENT)  
*NON-PERSONAL SERVICES DETAIL*

| CONTRACTUAL SERVICES – TYPE/DESCRIPTION | TOTAL |
|---|-------|
| 1.                                      |       |
| 2.                                      |       |
| 3.                                      |       |
| 4.                                      |       |
| 5.                                      |       |
| 6.                                      |       |
| 7.                                      |       |
| 8.                                      |       |
| TOTAL                                   |       |

| TRAVEL – TYPE/DESCRIPTION | TOTAL |
|---------------------------|-------|
| 1.                        |       |
| 2.                        |       |
| 3.                        |       |
| 4.                        |       |
| 5.                        |       |
| 6.                        |       |
| 7.                        |       |
| 8.                        |       |
| TOTAL                     |       |

Contract Number: #     C027930

| EQUIPMENT – TYPE/DESCRIPTION | TOTAL COST |
|------------------------------|------------|
| 1.                           |            |
| 2.                           |            |
| 3.                           |            |
| 4.                           |            |
| 5.                           |            |
| 6.                           |            |
| 7.                           |            |
| 8.                           |            |
| TOTAL                        |            |

| SPACE/PROPERTY EXPENSES: RENT – TYPE/DESCRIPTION | TOTAL |
|--|-------|
| 1.   |       |
| 2.   |       |
| 3.   |       |
| SPACE/PROPERTY EXPENSES: OWN – TYPE/DESCRIPTION  | TOTAL |
| 1.   |       |
| 2.   |       |
| 3.   |       |
| UTILITY EXPENSES – TYPE/DESCRIPTION              | TOTAL |
| 1.   |       |
| 2.   |       |
| 3.   |       |
| TOTAL  |       |

Contract Number: # C027930

Page 4 of 6, Attachment B-1(A) – Expenditure Based Budget (Amendment)

| OPERATING EXPENSES – TYPE/DESCRIPTION |       | TOTAL |
|---------------------------------------|-------|-------|
| 1.                                    |       |       |
| 2.                                    |       |       |
| 3.                                    |       |       |
| 4.                                    |       |       |
| 5.                                    |       |       |
| 6.                                    |       |       |
| 7.                                    |       |       |
| 8.                                    |       |       |
|                                       | TOTAL |       |

| OTHER – TYPE/DESCRIPTION |  | TOTAL       |
|--------------------------|--|-------------|
| 1.                       | Reimbursement for human rabies postexposure treatment, specimen preparation and shipment, pet vaccination clinics that are carried out according to rabies protocol, and rabies prevention and education. Actual expenses for these items will be reimbursed to the county up to the annual awarded amount. 2 <sup>nd</sup> year through 5 <sup>th</sup> year of this amendment. | \$29,364.30 |
| 2.                       |  |             |
| 3.                       |  |             |
| 4.                       |  |             |
| 5.                       |  |             |
| 6.                       |  |             |
| 7.                       |  |             |
| 8.                       |  |             |
|                          | TOTAL  | \$29,364.30 |

Contract Number: # C027930

Page 5 of 6, Attachment B-1(A) – Expenditure Based Budget (Amendment)

ATTACHMENT B-1(A) – EXPENDITURE BASED BUDGET (AMENDMENT)  
*JUSTIFICATION*

Please provide a justification for the amendments herein:

**\*\*\*** Enactment of PHL 12A, caused a reduction of 5.5772% to this contract. Year 2 through 5 have been reduced by this 5.5772%.

Contract Number: # C027930

Page 6 of 6, Attachment B-1(A) – Expenditure Based Budget (Amendment)

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: Rabies

CONTRACTOR SFS PAYEE NAME: Oncida County Health Department

CONTRACT PERIOD: From: 04/01/2013

To: 03/31/2014

| CATEGORY OF EXPENSE           | GRANT FUNDS   | MATCH FUNDS   | MATCH % | OTHER FUNDS   | TOTAL         |
|-------------------------------|---------------|---------------|---------|---------------|---------------|
| 1. Personal Services          |               |               |         |               |               |
| a) Salary                     |               |               | 0%      |               | \$0.00        |
| b) Fringe                     |               |               | 0%      |               | \$0.00        |
| Subtotal                      | \$0.00        | \$0.00        |         | \$0.00        | \$0.00        |
| 2. Non Personal Services      |               |               |         |               |               |
| a) Contractual Services       |               |               | 0%      |               | \$0.00        |
| b) Travel                     |               |               | 0%      |               | \$0.00        |
| c) Equipment                  |               |               | 0%      |               | \$0.00        |
| d) Space/Property & Utilities |               |               | 0%      |               | \$0.00        |
| e) Operating Expenses         |               |               | 0%      |               | \$0.00        |
| f) Other                      |               |               | 0%      |               | \$0.00        |
| Subtotal                      | \$0.00        | \$0.00        |         | \$0.00        | \$0.00        |
| <b>TOTAL</b>                  | <b>\$0.00</b> | <b>\$0.00</b> |         | <b>\$0.00</b> | <b>\$0.00</b> |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
PERSONAL SERVICES DETAIL**

| POSITION TITLE            | SALARY                         |                            |                          |                         |         | TOTAL |
|---------------------------|--------------------------------|----------------------------|--------------------------|-------------------------|---------|-------|
|                           | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED |         |       |
| 1.                        |                                |                            | 0.00%                    |                         | \$ 0.00 |       |
| 2.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 3.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 4.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 5.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 6.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 7.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 8.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 9.                        |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 10.                       |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 11.                       |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 12.                       |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 13.                       |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 14.                       |                                |                            | 0.00%                    |                         | \$0.00  |       |
| 15.                       |                                |                            | 0.00%                    |                         | \$0.00  |       |
| Subtotal                  |                                |                            |                          |                         | \$ 0.00 |       |
| FRINGE - TYPE/DESCRIPTION |                                |                            |                          |                         |         |       |
| PERSONAL SERVICES TOTAL   |                                |                            |                          |                         | \$ 0.00 |       |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION |  | TOTAL  |
|---|--|--------|
| 1.                                      |  |        |
| 2.                                      |  |        |
| 3.                                      |  |        |
| 4.                                      |  |        |
| 5.                                      |  |        |
| 6.                                      |  |        |
| 7.                                      |  |        |
| 8.                                      |  |        |
| TOTAL                                   |  | \$0.00 |

| TRAVEL - TYPE/DESCRIPTION |  | TOTAL  |
|---------------------------|--|--------|
| 1.                        |  |        |
| 2.                        |  |        |
| 3.                        |  |        |
| 4.                        |  |        |
| 5.                        |  |        |
| 6.                        |  |        |
| 7.                        |  |        |
| 8.                        |  |        |
| TOTAL                     |  | \$0.00 |

| EQUIPMENT - TYPE/DESCRIPTION |        | TOTAL |
|------------------------------|--------|-------|
| 1.                           |        |       |
| 2.                           |        |       |
| 3.                           |        |       |
| 4.                           |        |       |
| 5.                           |        |       |
| 6.                           |        |       |
| 7.                           |        |       |
| 8.                           |        |       |
| TOTAL                        | \$0.00 |       |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION |        | TOTAL |
|--|--------|-------|
| 1.   |        |       |
| 2.   |        |       |
| 3.   |        |       |
| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION  |        | TOTAL |
| 1.   |        |       |
| 2.   |        |       |
| 3.   |        |       |
| TYPE/DESCRIPTION OF UTILITY EXPENSES             |        | TOTAL |
| 1.   |        |       |
| 2.   |        |       |
| 3.   |        |       |
| TOTAL  | \$0.00 |       |

Contract Number: # C027930



| OPERATING EXPENSES - TYPE/DESCRIPTION |  | TOTAL  |
|---------------------------------------|--|--------|
| 1.                                    |  |        |
| 2.                                    |  |        |
| 3.                                    |  |        |
| 4.                                    |  |        |
| 5.                                    |  |        |
| 6.                                    |  |        |
| 7.                                    |  |        |
| 8.                                    |  |        |
| TOTAL                                 |  | \$0.00 |

| OTHER - TYPE/DESCRIPTION |  | TOTAL  |
|--------------------------|--|--------|
| 1.                       |  |        |
| 2.                       |  |        |
| 3.                       |  |        |
| 4.                       |  |        |
| 5.                       |  |        |
| 6.                       |  |        |
| 7.                       |  |        |
| 8.                       |  |        |
| TOTAL                    |  | \$0.00 |

**ATTACHMENT C – WORK PLAN  
SUMMARY**

PROJECT NAME:

Rabies

CONTRACTOR SFS PAYEE NAME:

Oneida County Health Department

CONTRACT PERIOD:

From: April 1, 2013

To: March 31, 2017

**I. Purpose of Agreement**

The primary purpose of this Agreement is to implement a rabies plan that will protect the residents of Oneida County from contracting rabies. The Oneida County Health Department has developed a comprehensive rabies protocol based on current NYSDOH guidelines. The protocol as approved by the Department of Health will be used to implement this AGREEMENT and is hereby incorporated into this Workplan.

This AGREEMENT also allows for reimbursement to counties of actual expenses for certain activities related to rabies prevention, suppression and control. These activities include: follow up of potential exposure of persons to rabies; follow up of potential exposure of domestic animals to rabies; county authorized, human postexposure treatment; specimen preparation and shipment; pet vaccination clinics; and rabies education prevention, and outreach programs.

**II. Municipal Public Health Services Plan**

The protocol developed as part of this agreement must also be incorporated into the county's Municipal Health Services Plan.

**III. Reimbursement**

The DEPARTMENT agrees to provide local assistance funding to the county for the activities undertaken pursuant to this AGREEMENT in accordance with the budget described in Attachment B.

By authorizing treatment of individuals due to rabies exposure, the local health department certifies that an investigation was conducted in to the circumstances of the exposure and that the treatment is warranted and consistent with established NYSDOH protocols and guidelines. Expenses related to human postexposure treatment include rabies immune globulin, rabies vaccine, and the costs to administer the immune globulin and vaccine (i.e., hospital or private physician). The county must incur expenses in order to be reimbursed. All human postexposure treatment and specimen shipments authorized by the county and carried out according to the county's rabies protocol as outlined in this Workplan must not result in an out-of-pocket expense for the individual exposed.

Regarding human post-exposure treatment expenses, the county must ensure that third-party reimbursement is pursued prior to the submission of claims to the State. Third-party includes private insurance and Medicaid and Medicare, as appropriate. All third-party claims must be resolved prior to the submission of claims for payment. Expenses related to specimen preparation, shipment and disposal may include costs associated with the euthanasia (if necessary and owner does not pay), decapitation, preparation, shipment, and appropriate carcass disposal for animals confirmed to be rabid.

The local health department shall hold a pet vaccination clinic for cats, dogs, and domesticated ferrets every four months. Reasonable expenses related to holding vaccination clinics are reimbursable. All advertising for clinics must indicate that the clinics are free of charge to county residents. Any donations received must be used to offset costs being claimed for reimbursement.

The local health department may use allocated funds for rabies-related educational, preventive and other services described as eligible expenses under the Article 6 State Aid for General Public Health Work Program: **Surveillance, Control and Prevention for Rabies and other Zoonotic Diseases Guidance Document**. If other agencies, vet hospitals, etc. provide support for any of these services, those donations should offset expenses before reimbursement is requested from the state.

If expenses exceed the reimbursement levels set under this allocation, the excess amount may be claimed against State Aid according to the rules and procedures allowed under the county's approved Municipal Public Health Services Plan.

#### IV. Compliance

It is expressly understood and agreed that the services provided hereunder shall conform with, and be provided in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations, as well as those court determinations, including limitation, decision, orders, judgments, etc. generally or specifically applicable to the subject matter of this AGREEMENT.

#### V. Rabies Protocol

The county's rabies protocol will be updated as necessary and as directed by the Bureau of Communicable Disease Control/Rabies Program. Continuation of this AGREEMENT is contingent upon submission of updated protocols. Updated rabies protocols as approved by the Bureau of Communicable Disease Control/Rabies Program will be incorporated by reference into this AGREEMENT, and will, along with the requirements in this Appendix, form the basis of the County's specific workplan for the purposes of this AGREEMENT. Updates to the rabies protocol for your county will be kept on file in the Rabies Program and in the county's offices

Oneida County Health Department will submit vouchers with supporting documentation on a quarterly basis, not later than 30 days from the end of each quarter. Such documentation includes a Master Patient List, Human Treatment Expense Sheet, Specimen Preparation, Treatment Cost Sheet, Vaccination Clinic Cost Breakdown by category, and Educational Documentation.

**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 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 \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract 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: _____ |

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date In 30 days from end of qtr
- 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 \_\_\_\_\_

## 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.

<sup>1</sup> 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.

**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 I 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 I – REPORTING SCHEDULE

| PROGRESS REPORT # | PERIOD COVERED                      | DUE DATE                             |
|-------------------|-------------------------------------|--------------------------------------|
| 1                 | April 1, 2013 - June 30, 2013       | No later than 30 days after 6/30/13  |
| 2                 | July 1, 2013 - September 30, 2013   | No later than 30 days after 9/30/13  |
| 3                 | October 1, 2013 - December 31, 2013 | No later than 30 days after 12/31/13 |
| 4                 | January 1, 2014 - March 31, 2014    | No later than 30 days after 3/31/14  |
|                   | This pattern continues through 2017 |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |
|                   |                                     |                                      |

PLEASE NOTE: This contract includes a projected budget and program workplan for the 2<sup>nd</sup> year and the information contained will remain constant for all subsequent years.

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Attachment H

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. "Business Associate" shall mean CONTRACTOR.
  - B. "Covered Program" shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5. Contact procedures for Covered Program to ask questions or learn additional information.
  - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same

restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
  - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
  - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

C. Effect of Termination.

1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

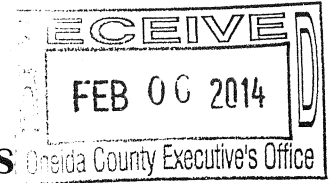
VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building 800 Park Avenue Utica, NY 13501  
Telephone (315) 798-5523 Fax (315) 793-6044

February 5, 2014

FN 20 14-091

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Youth Bureau has received notice from the New York State Office of Children and Family Services that they will allow the Youth Bureau to utilize unallocated 2013 municipal funds to support Youth Bureau programming. These funds come directly from New York State, and require no county match funding support.

Therefore, I respectfully request the following supplemental appropriation and budget transfer for the 2013 fiscal year:

**To: A8830.495147 Youth Service Programs \$7,741.00**

This appropriation will be supported by revenue:

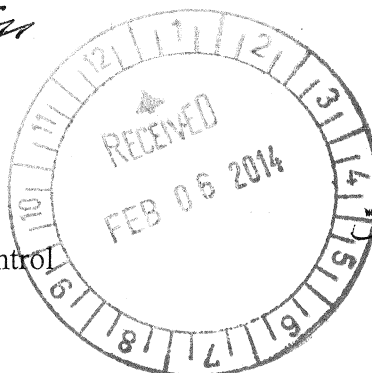
**From: A3902 – State Aid Youth Services Reimbursement \$ 7,741.00**

Thank you for your consideration of this request.

Sincerely,

Robert J. Roth  
Director

Cc: T. Keeler, Budget  
S. Brown, Audit & Control



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

Anthony J. Picente, Jr.  
County Executive

Date 2/6/14

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

**Lucille A. Soldato**  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

January 24, 2014

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

FN 20 14-092

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

**WAYS & MEANS**

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 203,541.00. These funds will be used by the Oneida County Child Advocacy Center. This Grant has a Contract period for October 1, 2013 through September 30, 2014.

This grant supports Law Enforcement Coordinators are specially trained in the Child Advocacy Center's procedures and protocols regarding child abuse cases. The Law Enforcement Coordinators will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds as soon as possible.

Sincerely,

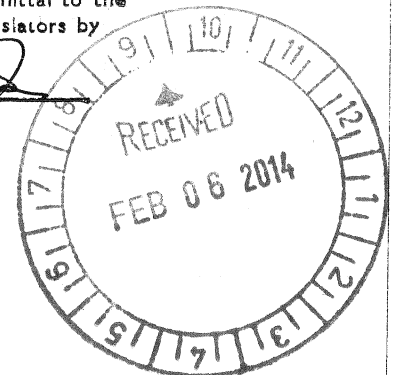
Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 2/5/14



#35402

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Oneida County Child Advocacy Center **Grant**

**Proposed Dates of Operations:** October 1, 2013 through September 30, 2014

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

This grant will support the position of (4) four Law Enforcement Coordinators from various Police agencies. The Law Enforcement Coordinators (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their investigation of Multidisciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinators shall be the liaison between Oneida County Child Advocacy Center, the Police Departments, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the computer program.

The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is all facets are located under one roof, which is a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive support, child fatality review and a state of the art training facility.

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

These funds will be utilized to support Contractual/Consultants, travel and trainings, and other operating expenses.

**3). Program Design and Staffing Level -**

**Total Grant Amount:** \$ 203,541.00

**Oneida County Dept. Funding Recommendation:** A2703 - 100% funds through New York State Office of Children and Family Services

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

|         |      |
|---------|------|
| Federal | 100% |
| State   | 0%   |
| County  | 0%   |

**Cost Per Client Served:**



**Past performance Served:**

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





The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

|  |  |
|--|--|
| <b>CONTRACTOR</b>  | <b>STATE AGENCY</b><br>Office of Children and Family Services  |
| Electronically Signed by:<br> | Electronically Signed by:<br>  |
|  | <u>State Agency Certification</u><br>"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." |

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTORNEY GENERAL'S SIGNATURE

Approved:  
Thomas P. DiNapoli  
State Comptroller

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**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

---

<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).

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:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (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

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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.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) 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. 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.
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),

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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.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) 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, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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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.

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. 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. 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. 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. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must 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).
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).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records 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, 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 V(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 FOR ALL**  
**NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)**  
**CONTRACTS**

(12-2013)

**A) AGENCY SPECIFIC TERMS AND CONDITIONS**

**1. PERSONNEL**

- a. It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.
- b. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this CONTRACT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OCFS, to the degree that such change or substitution is within the reasonable control of the Contractor.

**2. GENERAL TERMS AND CONDITIONS**

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
  - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
  - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program

beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

- g. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

### **3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) and, at the discretion of OCFS, of the Vulnerable Persons Central Register (VPCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

### **4. PUBLICATIONS AND COPYRIGHTS**

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

### **5. PATENTS AND INVENTIONS**

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including

whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## 6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

## 7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

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

## 8. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

## 9. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15<sup>th</sup> of each year for the annual period ending March 31<sup>st</sup>, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:  
<http://www.ocfs.state.ny.us/main/Forms/Contracts/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>  
The Contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services  
Bureau of Contract Management  
52 Washington Street, South Building, Room 202  
Rensselaer, New York 12144

New York State Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consultant Reporting

New York State Department of Civil Service  
Alfred E. Smith Office Building  
8<sup>th</sup> Floor Counsel's Office  
Albany, New York 12239

#### 10. IRAN DIVESTMENT ACT

By entering into this CONTRACT, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such CONTRACT any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this CONTRACT, it must provide the same certification at the time the CONTRACT is renewed or extended. Contractor also agrees that any proposed Assignee of the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

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

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

#### 11. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of Article 14 of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

#### 12. EXECUTIVE ORDER NUMBER 38

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:  
<https://www.governor.ny.gov/executiveorder/38>

### **13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)**

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in Appendix M/WBE entitled "Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

### **14. OUTSIDE COUNSEL**

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

### **15. BOARD OF DIRECTORS COMPOSITION**

The number of directors constituting the entire Board must not be less than five. The Office of Children and Family Services advises a manageable number of members of the Board of Directors to promote maximum working effectiveness. Of this number, the Office of Children and Family Services recommends that the Board include individuals with experience in, or access to expertise in, legal matters, financial management, real estate knowledge, administrative capability and "consumer" representation.



## B) Program Specific Terms and Conditions

### Multidisciplinary Teams/Child Advocacy Centers (MDT/CACs)

Multidisciplinary Team/Child Advocacy Center Programs must target the following standards. All ten (10) standards must be achieved to be recognized as an approved Child Advocacy Center, as per Social Services Law section 423-a. The five(5) core standards are bolded and must be achieved to receive an/or maintain OCFS grant funding.

1. **Child-Appropriate/Child-Friendly Facility:** The CAC provides a comfortable, private, child-friendly setting(s) that is both physically and psychologically safe for children of all ages. The CAC should be perceived by the community as a neutral site that serves all members of the MDT.
2. **Multidisciplinary Team:** The MDT for response to child abuse allegations must include representation from the following:
  - law enforcement
  - child protective services
  - prosecution (i.e., district attorney's office)
  - mental health
  - medical (specifically, a physician or medical provider trained in forensic pediatrics)
  - victim advocacy; and
  - child advocacy center (where a CAC exists)
3. **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations has been established and implements basic sound program, administrative and fiscal practices.
4. **Cultural Competency and Diversity:** The CAC promotes policies, practices and procedures that are culturally competent. Cultural competency is defined as the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.
5. **Forensic Interviews:** The CAC promotes forensic interviews which are legally sound, are of a neutral, fact-finding nature, and coordinated to avoid duplicative interviewing. The *New York State Children's Justice Task Force Forensic Interviewing Best Practices* is recommended.
6. **Medical Evaluation:** Specialized medical evaluation and treatment services are available to all CAC clients at the CAC or coordinated through an MDT response that provides follow-up referrals and/or treatment as necessary.
7. **Therapeutic Intervention:** Specialized mental health services are made available as part of the MDT response, either at the CAC or through coordination and referral with other treatment providers.
8. **Victim Support/Advocacy:** Victim support and advocacy are made available as part of the MDT response throughout the investigation and prosecution.
9. **Case Review:** Team discussion and information sharing regarding the investigation, case status and services needed by the child and family will occur on a routine basis.
10. **Case Tracking:** CACs must have a system for monitoring case progress and tracking case outcomes for all team members.

Multidisciplinary Team/Child Advocacy Center programs must achieve five core standards and two additional standards, as approved by the OCFS Program Manager, within 24 months of contract approval. All programs are expected to achieve and maintain all 10 standards within five years of approval.

Any leased property supported by OCFS grant funds must be approved by the OCFS Program Manager.

It is also the expectation that any lease or modification(s) to leased property be for a minimum of five years.

The Program Manager will have final decision making responsibility on all allowable and non-allowable costs. The following parameters will apply:

Allowable costs include but are not limited to:

- staffing, fringe benefits
- project equipment and furniture
- computers and appropriate software for the project
- supplies, mailing and printing costs of project related flyers/pamphlets, educational materials
- staff travel costs at the approved State travel rate. State rates are available at the following web address:  
<http://www.osc.state.ny.us/agencies/travel/travel.htm><http://www.osc.state.ny.us/agencies/travel/travel.htm>
- telephone installation and monthly billing
- consultants retained by a formal agreement
- rental/lease of space
- training
- A maximum of 10% federally approved Indirect Cost Rate with appropriate documentation

Non-allowable costs include but are not limited to:

- capital development or acquisition costs such as purchasing buildings and major refurbishing /renovation of buildings,
- supplanting current positions or responsibilities
- out of state travel, unless approved by the OCFS Program Manager
- interest costs, including cost incurred to borrow funds,
- costs of organized fund raising,
- cost for preparation of continuation agreements or contracts and other proposal development costs,
- overtime costs for team members,
- costs for dues, incorporation fees, conferences or meetings unless in connection with the project
- lunch or meals at meetings or training programs.

|   |
|---|
| <b>Contractor Name:</b> Oneida County Department of Social Services |
| <b>Period of Budget:</b> 10/1/13 through 9/30/14                    |
| <b>Contract Number:</b> C026592                                     |

**ATTACHMENT B  
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

| Expense Category                      | Local Share/ Local Match<br>(if applicable) | OCFS Funds | Total Project Cost |
|---------------------------------------|---|------------|--------------------|
| 1                                     | 2   | 3          | 4                  |
| <b>A. Personal Services</b>           |   |            |                    |
| 1. Project Staff Salaries             | \$0   | \$0        | \$0                |
| 2. Fringe Benefits                    |   |            | \$0                |
| 3. Total (Lines 1 + 2)                | \$0   | \$0        | \$0                |
| <b>B. Non-Personal Services</b>       |   |            |                    |
| 4. Contractual/Consultant             | \$0   | \$199,760  | \$199,760          |
| 5. Travel/Per Diem                    | \$0   | \$1,140    | \$1,140            |
| 6. Equipment                          | \$0   | \$0        | \$0                |
| 7. Supplies                           | \$0   | \$0        | \$0                |
| 8. Other Expenses                     | \$0   | \$2,641    | \$2,641            |
| 9. Total (Total Lines 4 to 8)         | \$0   | \$203,541  | \$203,541          |
| <b>C. Project Total (Lines 3 + 9)</b> | \$0   | \$203,541  | \$203,541          |

|  |
|--|
| <b>Local Match (if required)</b><br>Use *calculation below |
|--|

\***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

**Total costs** entered for each budget category above must reflect totals from attached Budget Sections.

**Local Share** refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

**OCFS Funds** are the funds you are requesting through this application.

**Total Cost** refers to the combined Local Share and Grant Funds for this project.

**Budget Narrative:** Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

**Note:** All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.



## A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.  
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

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Enter Role/Responsibility Below

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Enter Role/Responsibility Below

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Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

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Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below



### B4. Contractual/Consultant

| Item  | Local Share | OCFS Funds | Total Costs |
|---|-------------|------------|-------------|
| Law Enforcement Coordinator Utica Police              |             | \$55,263   | \$55,263    |
| Law Enforcement Coordinator Rome Police               |             | \$42,538   | \$42,538    |
| (2) Law Enforcement Coordinators Sheriff's Department |             | \$101,959  | \$101,959   |
|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
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|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
| <b>Total Contractual/Consultant Costs</b>             | \$0         | \$199,760  | \$199,760   |

Enter Budget Narrative Below:

\* (4) four Law Enforcement Coordinators (LEC) - Program Cost - Under the supervision of the Child Advocacy Administrator the LEC are responsible for facilitating and assisting the Child Advocacy Center with their respective Police agencies with policy and procedure of the Child Advocacy Center on child abuse cases. This Grant will support four LEC's, 50% of (1) one LEC from Utica Police, 50% of (1) one LEC from Rome Police and 50% of (1) LEC from Oneida County Sheriff's Office and 40% or (1) LEC from Oneida County Sheriffs.

Contract Costs are as follows:  
 Utica Police = Total Cost is \$ 110,525.41 \* 50% = \$ 55,263 for their LEC function  
 Rome Police = Total Cost of \$ 85,076.80 \* 50% = \$ 42,538 for their LEC function  
 Sheriff Office = Total Cost of \$ 225,469.73, 50% of one officer and 40% of the other for their LEC function

\* One LEC cost = \$ 117,713.45 \* 50% = \$ 58,857  
 \* One LEC cost = \$ 107,756.28 \* 40% = \$ 43,102

## B5. Travel

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

| Item                      | Local Share | OCFS Funds | Total Costs |
|---------------------------|-------------|------------|-------------|
| Training and Travel       |             | \$1,140    | \$1,140     |
|                           |             |            | \$0         |
|                           |             |            | \$0         |
|                           |             |            | \$0         |
|                           |             |            | \$0         |
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|                           |             |            | \$0         |
|                           |             |            | \$0         |
|                           |             |            | \$0         |
|                           |             |            | \$0         |
|                           |             |            | \$0         |
| <b>Total Travel Costs</b> | \$0         | \$1,140    | \$1,140     |

Enter Budget Narrative Below:

Mileage is based on \$.555 cents pre mile for CAC staff Transportation and/or travel to trainings. 252.25 miles @ .555 = \$ 140 are allocated for various transportation and/or travel needs.

New York State Police Sex Abuse Training held in May at the NYSP Academy cost is approximately \$ 250 each for travel expenses including hotel, food and travel. This grant will allow us to send 4 people to this Training





## B8. Other Expenses

| Item  | Local Share | OCFS Funds | Total Costs |
|---|-------------|------------|-------------|
| Utilities                                   |             | \$1,141    | \$1,141     |
| Medical Insurance for on site medical exams |             | \$1,000    | \$1,000     |
| NCA reaccreditation & annual fee            |             | \$500      | \$500       |
|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
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|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
|   |             |            | \$0         |
| <b>Total Other Expenses</b>                 | \$0         | \$2,641    | \$2,641     |

Enter Budget Narrative Below:

\* Portion of Utilities Expense the CAC is a 10,689 square foot building occupied by the CAC, this grant will provide a portion of the natural gas, water, sewer, electricity, phones, etc...

\* Expansion of medical response requires additional insurance coverage by medical providers. Cost based on 3 providers (1 MD, 2 NP) and 7 registered nurses at \$ 100 each = \$ 1,000

\* National Children's Alliance Annual fees for the year = \$ 500.00

## Local Share/Match Breakdown

|  | Source  | Amount    |
|--|---------|-----------|
| A. Cash Donations                      |         |           |
| B. In-Kind Donations                   |         |           |
| C. Volunteers/Intern                   |         |           |
| D. Fees for Service                    |         |           |
| E. Unrestricted Cash or Fund Balance   |         |           |
| F. Grants:                             |         |           |
| - Other grants supporting this project |         |           |
| Amount of OCFS Funds                   | NYSOCFS | \$203,541 |
| Non-OCFS Funds supporting this project |         |           |
|  |         |           |
|  |         |           |
| <b>Total</b>                           |         | \$203,541 |

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

# Attachment C Work Plan

**Oneida County Child Advocacy Center**

**Site: 930 York Street**

**Utica, New York 13502**

**Work Plan**

The Oneida County Child Advocacy Center began as a task force in 1989; comprised of area law enforcement personnel and caseworkers from the Oneida County Department of Social Services that have been co-located from the onset. Child sexual abuse was recognized as a unique problem that needed a specialized response. Through the years this concept evolved to form a multidisciplinary team approach to these cases in what today is known as the Oneida County Child Advocacy Center (CAC). The CAC's mission has been enhanced to include joint investigations of serious physical abuse cases and other services to include victim advocacy, on site medical examinations, counseling for child victims and their non-offending family members, and participation on the Oneida County Child fatality Review Team. The CAC is available to respond 24 hours a day, 7 days a week; and, is fully staffed during the weekday business hours of 8.30 am to 4:30 pm. In 2011, the Child Advocacy Center serviced 1,116 cases and year to date in 2012 the CAC has serviced 742 cases. Unfortunately, the services provided at the CAC are increasing at an alarming rate.

As a tier 1 OCFS CAC, the Oneida County CAC was granted full membership in the National Children's Alliance in 1999. The CAC and its team members are recognized as model agency throughout the state and the country in the fight against child sexual abuse and serious child abuse through the multidisciplinary team approach. The CAC is continually searching for new ways and better methods in carrying out our mission. With the aid of grants and guidance by the New York State Office of Children and Family Services we continue to achieve new heights. The Oneida County CAC is a proud partner, and truly appreciates the vision that the NYSOCFS has held in an effort to combat child abuse and child sexual abuse.

This grant will address several issues now facing the CAC and its team. First, it supports the position of 4 four Law Enforcement Coordinators from various Police agencies. The Oneida County Child Advocacy Center services two Cities and 59 towns, villages and hamlets. The Law Enforcement Coordinators (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their criminal investigation of Multidisciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinators shall be the liaison between Oneida County Child Advocacy Center, the Police Departments, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the computer program.

The Law Enforcement Coordinator is responsible for the following job duties:

- (1) Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
  - Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases
  - Assist as necessary and appropriate in the investigation of an MDT case
  - Provide information on the CAC model in an effort to ensure collaborative



- investigation among partner agencies and to encourage non-participating agencies to become part of the MDT
- (2) Act as a liaison between the Oneida County Children Advocacy Center, the District Attorney's Office, the Department of Social Services, and various law enforcement agencies in matters relating to MDT cases
    - Develop and maintain professional working relationships with all county agencies
    - Confer with police agencies about the status of a criminal investigation of an MDT case
    - Confer with the District Attorney's Office about status of a prosecution of an MDT case
    - Work with partner agencies to resolve issues involving the criminal aspect of an MDT case
  - (3) Attend case review
  - (4) Enter criminal investigation and prosecution data and updates into the computer system
  - (5) Keep current on issues relevant to the job and take part in training opportunities when able
  - (6) Work collaboratively with other Child Advocacy Center staff and MDT members
  - (7) Compile and keep a current list of local police agencies, team members and contact information
  - (8) Perform all duties with sensitivity to the confidential nature of an MDT case.

Child Advocacy Center will continue to meet the following standards:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers, and the District Attorney's office,
2. Through forensic interviewing, decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

These positions will provide leadership, accountability and an open line of communication between the CAC and all of its' component agencies.

The CAC has a 70 seat training center that has been utilized by a number of agencies, including local and federal law-enforcement, OCFS Regional Office, service providers, Internet Crimes Against Children, NCMEC, DSS, The Oneida County District Attorney's Office, and for trainings hosted by the CAC on the topic of child abuse.

This grant will enhance and maintain the daily functions needed to run the Oneida County Child Advocacy Center as a whole. The main objective for the program and what makes the Oneida County Child Advocacy Center an asset to the County is that all facets are centrally located in a child friendly site where children and their families receive coordinated services. The Center is home to the multidisciplinary team which provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled

medical examinations, counseling, preventive support, child fatality review and a state of the art training facility. The grant supports costs for the Law Enforcement Coordinators, this provides for CAC trained involvement in every case from the beginning; which is the most critical time for individuals who turn to the CAC for help. It is crucial that the victims have investigators that are familiar with the dynamics of sexual abuse, forensic interviewing and the multidisciplinary response. This ensures that they are capable of making informed decisions that positively impact cases, save time, provide consistency in response, and keep children in safe environments. The grant also supports a portion of the Center's training and travel.

**NYS Office of Children and Family Services  
Child and Family Safety Programs**

**Quarterly Program Report**

**Reporting period: October 1, 2013 – December 31, 2013**

**Contract period: October 1, 2013 – September 30, 2014**

**Cover Page**

**Agency Name: Oneida County C.A.C.  
Obernesser**

**Project Director: Chief Deputy Dean A.**

**Address: 930 York Street, Utica, NY 13502**

**Telephone Number: (315) 732-3990**

**Fax: (315) 732-2804**

**Contract #: #C026592**

**Fiscal Officer: Debbie Briggs**

**Performance Targets**

List all the performance targets/standards it relates to as stated in your contract. (may use attachment). Describe to what extent you met and/or exceeded the milestone for the quarter as it relates to the performance targets? Please provide an explanation if you did not meet the milestone(s). Describe the method for verification of the milestone/performance targets. Is verification provided?

# 2013-2014 Performance Targets

*Oneida County Child Advocacy  
Site location: 930 York Street  
Utica, New York 13502*

## Performance Target #1

*A Director is contracted for the administration and oversight of all operational aspects of the Child Advocacy Center. The Director is also a trained Forensic Interviewer.*

|  |                                |  |
|--|--------------------------------|--|
| <u>First Quarter Milestone(s)</u><br>1. Case review conducted  | Date <u>10/1/13 – 12/31/13</u> | <u>Verification of Milestones</u><br>Meeting minutes/case tracking |
| <u>Second Quarter Milestone(s)</u><br>1. Case review conducted | Date <u>1/1/14 – 3/31/14</u>   | <u>Verification of Milestones</u><br>Meeting minutes/case tracking |
| <u>Third Quarter Milestone(s)</u><br>1. Case review conducted  | Date <u>4/1/14 – 6/30/14</u>   | <u>Verification of Milestones</u><br>Meeting minutes/case tracking |
| <u>Fourth Quarter Milestone(s)</u><br>1. Case review conducted | Date <u>4/1/14 – 6/30/14</u>   | <u>Verification of Milestone</u><br>Meeting minutes/case tracking  |

*Performance Target #2*

There will be 4 Law Enforcement Coordinator positions established to enhance collaboration among law enforcement agencies throughout the county. The Law Enforcement Coordinators will be responsible for facilitating and assisting their respective police agencies in the criminal investigation of MDT child abuse cases and acting as a liaison between the Oneida County Children's Advocacy Center, the District Attorney's Office and their respective law enforcement agencies in matters relating to MDT cases.

|                                      |                                |   |
|--------------------------------------|--------------------------------|---|
| <u>First Quarter Milestone(s)</u>    | Date <u>10/1/13 – 12/31/13</u> | <u>Verification of Milestones</u>                               |
| Daily Case Review<br>MDT Case Review |                                | Meeting Attendance<br>Noted in log book for MDT<br>Case reviews |
| <u>Second Quarter Milestone(s)</u>   | Date <u>1/1/14 – 3/31/14</u>   | <u>Verification of Milestones</u>                               |
| Daily Case Review<br>MDT Case Review |                                | Meeting Attendance<br>Noted in log book for MDT<br>Case reviews |
| <u>Third Quarter Milestone(s)</u>    | Date <u>4/1/14 – 6/30/14</u>   | <u>Verification of Milestones</u>                               |
| Daily Case Review<br>MDT Case Review |                                | Meeting Attendance<br>Noted in log book for MDT<br>Case reviews |
| <u>Fourth Quarter Milestone(s)</u>   | Date <u>4/1/14 – 6/30/14</u>   | <u>Verification of Milestones</u>                               |
| Daily Case Review<br>MDT Case Review |                                | Meeting Attendance<br>Noted in log book for MDT<br>Case reviews |

**Problems Encountered/Lessons Learned**

What barriers/challenges did you encounter while working towards the performance targets/program standards? How were they overcome and what would you do differently next time?

**Project Status**

What is the current overall status of your project (staffing pattern, service provision)? Was there a change of status for any of the required members of the multidisciplinary team? What activities have you engaged in to identify other potential community partners that would provide services to victims and their non-offending family members?

**Case Tracking/Data**

Please provide a summary of the number children served by the MDT. This number represents all cases with CPS and/or Law enforcement involvement identifying patterns or trends in the overall data collected for this period, ie. number of medical exams, juvenile cases, etc.

*See attached statistical data form.*

**Community Outreach/Networking**

What benefits did your project provide to the community? Describe any activities and/or events that other community partners contributed to the project.

**Recommendations**

What are your recommendations for adjustments or changes to this project? Indicate any suggestions you have regarding future directions, emerging needs, etc. Describe any program participant/community needs that were unmet and continue to exist.

### Application Cover Page – Agreement

|  |   |                |  |                      |
|--|---|----------------|--|----------------------|
| <b>I. Incorporated Agency Name:</b>  | Oneida County   |                |  |                      |
| <b>II. Project Title:</b>  | Child Advocacy Center   |                |  |                      |
| <b>III. New York State Vendor ID:</b>  | 1000002595  |                |  |                      |
| <b>IV. Amount of OCFS Funds Requested:</b>   | \$203,541.00  |                |  |                      |
| <b>V. Proposed Dates of Project:</b>   | October 1, 2013 through September 30, 2014  |                |  |                      |
| <b>VI. Address:</b><br>(Include Street, City, State, Zip Code)   | <b>Mailing</b>  | <b>Payment</b> | <b>Site</b>                            | <b>Agency Record</b> |
|  | ✓   | ✓              |  | ✓                    |
|  |   |                | ✓                                      |                      |
|  |   |                |  |                      |
| Oneida County Department of Social Services<br>800 Park Avenue<br>Utica, New York 13501  |   |                |  |                      |
| Oneida County Child Advocacy Center<br>930 York Street<br>Utica, New York 13502  |   |                |  |                      |
| <b>VII. Federal Tax Identification Number or Municipality Code:</b>  | 300100000-000   |                |  |                      |
| <b>VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number?<br/>If yes, what is the DUNS Number?</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |                | <b>DUNS Number:</b><br>075814186       |                      |
| <b>IX. Is the Business Entity a:</b><br>(a) For Profit entity; <u>and</u><br>(b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)? | <input type="checkbox"/> Yes  |                | <input checked="" type="checkbox"/> No |                      |
| <b>If yes, please specify the type of entity:</b>  | <input type="checkbox"/> Minority Owned Business Enterprise (MBE)<br><input type="checkbox"/> Women Owned Business Enterprise (WBE)<br><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)<br><input type="checkbox"/> New York State Small Business |                |  |                      |
| <b>X. Is the Business Entity a:</b><br>(a) Not-For-Profit entity; <u>and</u><br>(b) A Minority Community-Based Organization (MCBO)   | <input type="checkbox"/> Yes  |                | <input checked="" type="checkbox"/> No |                      |
| <b>XI. Charities Registration Number:</b><br>(If exempt, enter reason for exemption)   | Exempt, Municipality  |                |  |                      |
| <b>XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?</b>  | <input type="checkbox"/> Yes  |                | <input checked="" type="checkbox"/> No |                      |

| <b>XIII. Congressional/Legislative District Information:<br/>(If Known)</b>  |                                      |  |                                      |                              |                             |
|--|--------------------------------------|--|--------------------------------------|------------------------------|-----------------------------|
| Federal Congressional District(s): 24  |                                      |  |                                      |                              |                             |
| State Assembly District(s): 116  |                                      |  |                                      |                              |                             |
| State Senate District(s): 47   |                                      |  |                                      |                              |                             |
| <b>XIV. County:</b>  |                                      |  | Oneida County                        |                              |                             |
| <b>XV. Contact Person(s):</b>  |                                      |  |                                      |                              |                             |
| Key Contacts   | Name                                 | Address                                  | Telephone & E-Mail Address **        | Authorized to Sign Contracts | Authorized to Sign Vouchers |
| Board Chairperson  | Gerald Fiorini                       | 800 Park Ave<br>Utica, New York<br>13501 | 315-798-5900<br>gfiorini@ocgov.net   |                              |                             |
| Chief Administrative Officer <sup>1</sup>  | County Executive Anthony Picente Jr. | 800 Park Ave<br>Utica, New York<br>13501 | 315-798-5800<br>APicente@ocgov.net   | ✓                            | ✓                           |
| Contract Contact   | Tammy Stoetzner                      | 800 Park Ave<br>Utica, New York 13501    | 315-798-5260<br>TStoetzner@ocgov.net |                              |                             |
| Chief Fiscal Officer   | Commissioner Lucille A. Soldato      | 800 Park Ave<br>Utica, New York 13501    | 315-798-5733<br>LSoldato@ocgov.net   | ✓                            | ✓                           |
| Fiscal Administrator   | Debra Briggs                         | 800 Park Ave<br>Utica, New York 13501    | 315-798-5082<br>dbriggs@ocgov.net    |                              | ✓                           |
|  |                                      |  |                                      |                              |                             |
| <b>**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.</b> |                                      |  |                                      |                              |                             |

<sup>1</sup> The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner



# Attachment D

**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 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 Forty percent (40%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (33.3%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract 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: _____ |

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date
- 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

## 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 30 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

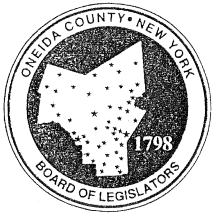
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

- 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.

<sup>1</sup> 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.





# 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

Frank D. Tallarino  
Minority Leader

February 4, 2014

FN 20 14-093

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

## WAYS & MEANS

Honorable Members:

I am submitting the recommendation to reappoint Mr. James M. D'Onofrio to a two-year term on the Insight House Board of Directors, expiring December 31, 2015, since his term has expired.

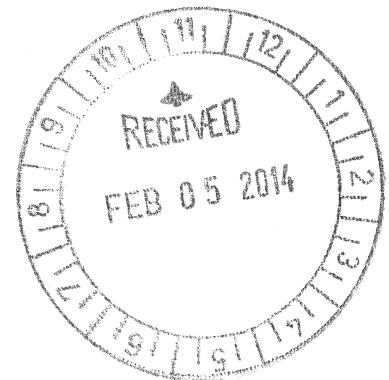
As this appointment requires Board confirmation, I hereby refer the matter to the Ways & Means Committee and the full Board for consideration at the earliest opportunity.

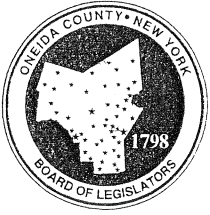
Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp

Cc: Donna Vitagliano, President & CEO, Insight House  
James M. D'Onofrio  
County Executive Anthony J. Picente, Jr.





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
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Majority Leader

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Minority Leader

February 4, 2014

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

FN 20

14-094

## WAYS & MEANS

Honorable Members:

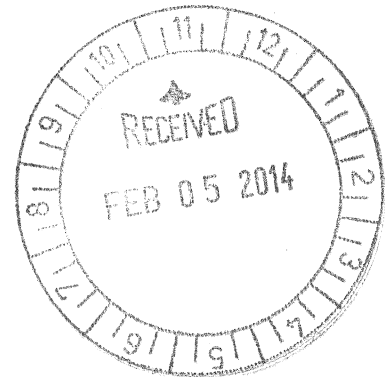
I am hereby appointing **Legislator Brian P. Mandryck of 9245 Sly Hill Road, Ava, 13303** to serve on the Griffiss Air Force Base Restoration Advisory Board for a two-year term to expire on December 31, 2015.

This appointment does require Board of Legislators approval, therefore I hereby refer this request to the Ways and Means Committee and on the full Board for consideration at the earliest opportunity.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp  
Cc: Mr. Mandryck  
Base Environmental Coordinator





## ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

PETER M. RAYHILL  
COUNTY ATTORNEY

February 10, 2014

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 14-095  
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

WAYS & MEANS

Anthony J. Picente, Jr.  
County Executive

Date 2/10/14

Re: Tentative Agreement between Oneida County, Mohawk Valley Community College and  
United Public Service Employees Union, White Collar Unit

Dear Mr. Picente:

The County/MVCC negotiating team has entered into a Tentative Agreement with United  
Public Service Employees Union, White Collar Unit. The union membership ratified the agreement on  
February 5, 2014.

I am attaching a copy of the Tentative Agreement to this letter for your reference. In summary,  
the Tentative Agreement holds as follows:

### Length of Award

Two years (January 1, 2014– December 31, 2015)

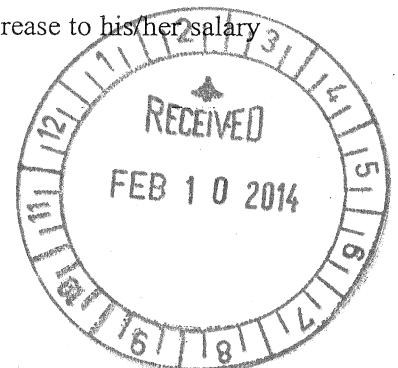
### Wages

#### 2014:

- On January 1, 2014, the 2013 schedule shall be increased by 1.25% to create the 2014 schedule.
- On January 1, 2014, Step 1 shall be dropped from the 2014 schedule and the remaining steps shall be appropriately renumbered.
- Each employee who is “off the schedule” shall receive a 2.75% increase to his/her salary effective January 1, 2014.

#### 2015:

- On January 1, 2015, the 2014 schedule shall be increased by 1.25% to create the 2015 schedule.
- Each employee who is “off the schedule” shall receive a 2.75% increase to his/her salary effective January 1, 2015.



I would ask that your office forward the matter to the Oneida County Board of Legislators with your recommendation for legislative approval.

Sincerely,

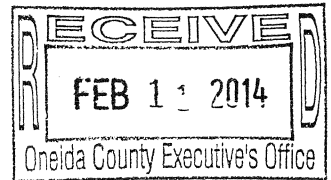
A handwritten signature in black ink, appearing to read "Peter M. Rayhill". The signature is written in a cursive style with a large initial "P" and "R".

Peter M. Rayhill, Esq.  
County Attorney



ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney



Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Robert L. Bauer

Dawn Catera Lupi  
First Assistant

Michael R. Nolan  
Kara E. Wilson  
Joshua L. Bauer  
Christopher D. Hameline  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry III  
Ashley J. Weiss

FN 20 14-096

**PUBLIC SAFETY**

February 3, 2014  
**WAYS & MEANS**

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

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

Anthony J. Picente, Jr.  
County Executive

Date 2/11/14

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney

se

Encs. State Billing 2013 Summary of Cases/Certification  
State Aid Voucher  
Proposed Resolution

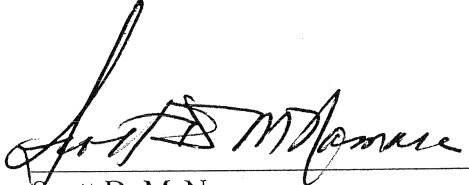
STATE BILLING 2013  
SUMMARY OF CASES

| INMATE            | TOTAL      |
|-------------------|------------|
| Nicholas Cook     | 332.66     |
| Dwayne McCord     | 439.88     |
| Jorge Rivera      | 405.03     |
| Reggie Jackson    | 250.66     |
| Bryan Ruple       | 343.12     |
| Martin Azzopardi  | 160.51     |
| Alex Zapata       | 424.29     |
| Marion Matos      | 340.55     |
| Zane Smith        | 363.28     |
| Kenyan Sultan     | 398.50     |
| Christian Montoya | 329.61     |
| Garrett General   | 366.72     |
| Rashad Butler     | 373.91     |
| Total             | \$4,528.72 |

Time expended on January 21, 2014 by Susan Engesser preparing state billing for reimbursement: one hour at \$33.32 per hour = \$33.32 plus 49.74% in fringe benefits = \$49.89

|             |            |
|-------------|------------|
| Total       | \$49.89    |
| Grand Total | \$4,578.61 |

I hereby certify that the above expenses were incurred with regard to the investigation and/or prosecution of the above-entitled matters.

  
Scott D. McNamara  
Oneida County District Attorney

STATE  
OF  
NEW YORK

# STATE AID VOUCHER

Voucher No.

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| 1 Originating Agency<br><i>NYS Dept of Corrections</i>      |  | Orig. Agency Code                            |  | Interest Eligible (Y/N)<br><i>N</i>                               |  |
| Payment Date (MM) (DD) (YY)<br><i>1 / 1</i>                 |  | OSC Use Only                                 |  | Liability Date (MM) (DD) (YY)<br><i>1 / 1</i>                     |  |
| 2 Payee ID<br><i>156-00-0460</i>                            |  | Additional                                   |  | 3 Zip Code<br><i>13501</i>  |  |
| 4 Payee Name (Limit to 30 spaces)<br><i>Oneida County</i>   |  | Route  |  | Payee Amount<br><i>4,578.61</i>                                   |  |
| Payee Name (Limit to 30 spaces)<br><i>District Attorney</i> |  | Stat. Type                                   |  | MIR Date (MM) (DD) (YY)<br><i>1 / 1</i>                           |  |
| Address (Limit to 30 spaces)<br><i>235 Elizabeth Street</i> |  | Stat. Type                                   |  | IRS Code  |  |
| Address (Limit to 30 spaces)                                |  | Indicator-Dept.                              |  | IRS Amount  |  |
| City (Limit to 20 spaces)<br><i>Utica</i>                   |  | State<br><i>NY</i>                           |  | 5 Ref/Inv. No. (Limit to 20 spaces)<br><i>A2206 State Inmates</i> |  |
| (Limit to 2 spaces) → Zip Code<br><i>13501</i>              |  | Ref/Inv. Date (MM) (DD) (YY)<br><i>1 / 1</i> |  |   |  |

| 6 Date Paid | Check or Voucher No. | Description of Charges<br>(If Personal Service, show name, title, period covered)  | Amount       |           |
|-------------|----------------------|--|--------------|-----------|
|             |                      |  | Dollars      | Cents     |
|             |                      | <i>Expenses associated with the investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list</i> | <i>4,578</i> | <i>61</i> |

|  |                                |              |           |
|--|--------------------------------|--------------|-----------|
| 7 State Aid Program or Applicable Statute:   | TOTAL                          | <i>4,578</i> | <i>61</i> |
| 8 Payee Certification:<br>I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded. | Less Receipts                  |              |           |
| → Signature in Ink<br><i>[Signature]</i><br>Title<br><i>Comptroller</i><br>Name of Municipality<br><i>Oneida County</i>  | NET                            | <i>4,578</i> | <i>61</i> |
| Date<br><i>1/29/14</i>   | <i>100</i> % State Aid Claimed | <i>4,578</i> | <i>61</i> |

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

|                      |   |           |   |
|----------------------|---|-----------|---|
| Merchandise Received | I certify that this claim is correct and just, and payment is approved. | State Aid |   |
| Date                 |   | Verified  | Certified For Payment of State Aid Amount |
| Page No.             |   | Audited   |   |
| By                   |   |           |   |

| Expenditure      |                  |      |     |        |       | Liquidation |        |              |             |      |     |
|------------------|------------------|------|-----|--------|-------|-------------|--------|--------------|-------------|------|-----|
| Cost Center Code |                  |      |     | Object | Accum |             | Amount | Orig. Agency | PO/Contract | Line | F/P |
| Dept.            | Cost Center Unit | Var. | Yr. |        | Dept. | Statewide   |        |              |             |      |     |
|                  |                  |      |     |        |       |             |        |              |             |      |     |
|                  |                  |      |     |        |       |             |        |              |             |      |     |

## PROPOSED RESOLUTION

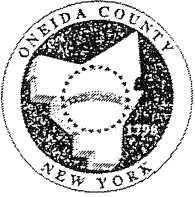
**WHEREAS**, certain inmates incarcerated in the Marcy Correctional Facility, Midstate Correctional Facility and Mohawk Correctional Facility, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

**WHEREAS**, the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

**WHEREAS**, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

**WHEREAS**, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by Nicholas Cook, Dwayne McCord, Jorge Rivera, Reggie Jackson, Bryan Ruple, Martin Azzopardi, Alex Zapata, Marion Matos, Zane Smith, Kenyan Sultan, Christian Montoya, Garrett General and Rashad Butler amount to \$4,578.61, now, therefore,

**BE IT RESOLVED**, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.



**ONEIDA COUNTY 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

**RUSSELL STEWART**  
Democratic Commissioner  
(315) 798-5761

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

January 6, 2014

Honorable Anthony J. Picente, Jr.

Oneida County Executive

800 Park Avenue

Utica, New York 13501

Dear County Executive Picente:

FN 20 14-097

GOVERNMENT OPERATIONS  
WAYS & MEANS

Enclosed please find Contract for Voter Registration, Signature Digitalization, Full Document Imaging, Election Management and Interface Messaging System, Maintenance Support and Services Agreement between the Oneida County Board of Elections and NTS Data Services, Inc.

This Contract is for a term of five (5) years, commencing January 15, 2014, with a payment in the sum of \$59,354.50, and each year thereafter on the 15<sup>th</sup> day of January with the last payment being January 15, 2018 for a total sum of \$296,772.50.

If the same meets with your approval, please execute and forward onto the Board for approval at the February 12, 2014 meeting.

Should you have any questions, please feel free to contact our office.

Thank you for your anticipated cooperation.

Sincerely,

Russell Stewart

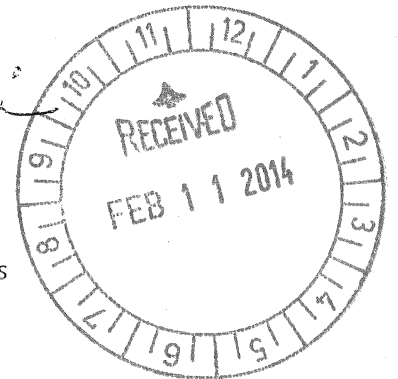
Democratic Commissioner

Oneida County Board of Elections

Rose Marie Grimaldi

Republican Commissioner

Oneida County Board of Elections



Encls.

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

Anthony J. Picente, Jr.  
County Executive

Date 2/11/14

Oneida Co. Department:

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Federal Agreement/Revenue \_\_\_\_\_

Oneida County Contract Summary

Name of Proposing Organization: NTS DATA SERVICES, LLC.

Title of Activity or Service: Support and maintenance for the TEAM Voter Registration, Sign-It Signature Digitization, Full Document Imaging, Election Management and IMS Interface Messaging Systems, Poll Book Printing, Virtual Data Base Administration and Consulting.

Proposed Dates of Operation: January 15, 2014 to January 15, 2018.

Client Population/Number to be served:

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Support and maintenance for Team Voter Registration, Sign-it Signature Digitization, Full Document Imaging, Election Management and IMS Interface Messaging Systems, Poll Book Printing, Virtual Data Base Administration and Consulting.
- 2) **Program/Service Objectives and Outcomes:** See No. "1" above.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$296,772.50 (5 year contract)  
**Payment in the sum of \$59,354.50 will come from Account No.:** A1450.492

**Oneida County Dept. Funding Recommendation: Account No.:**A1450.492

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

**Cost Per Client Served:** n/a

**Past Performance Data:** n/a

**O.C. Department Staff Comments:** Agreement entered into between Oneida County Board of Elections and NTS Data Services, LLC. for a five (5) year period. Payments in the sum of \$59,354.50 shall be made on the 15<sup>th</sup> day of January, commencing with 2014 and will end on the 15<sup>th</sup> day of January, 2018.

**VOTER REGISTRATION,  
SIGNATURE DIGITIZATION,  
FULL DOCUMENT IMAGING,  
ELECTION MANAGEMENT  
AND  
INTERFACE MESSAGING SYSTEM  
MAINTENANCE AND SUPPORT  
AND  
SERVICES  
AGREEMENT**

THIS agreement ("Agreement") is made and entered into this 15<sup>th</sup> day of January, 20 14, by ONEIDA COUNTY BOARD OF ELECTIONS, with offices located at Union Station, 321 Main St, 3<sup>rd</sup> Floor, Utica, NY 13501, hereinafter referred to as the BOARD, and NTS DATA SERVICES, LLC, a New York Limited Liability Company with office and principal place at 2079 Sawyer Dr, Niagara Falls, NY 14304, hereinafter referred to as NTS.

WHEREAS, the BOARD requires ongoing support and maintenance for the TEAM Voter Registration, Sign-It Signature Digitization, Full Document Imaging, Election Management and IMS Interface Messaging Systems, and

WHEREAS, the BOARD desires to continue services related to Poll Book Printing, Virtual Data Base Administration and Consulting, and

WHEREAS, the BOARD in evaluating prospective suppliers of systems and services has selected NTS as best suited to their requirements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

1. HARDWARE & OPERATING SYSTEM SOFTWARE

BOARD has opted to provide the PC hardware, hardware maintenance, NTS recommended supporting software and all operating system software required to support all workstations and servers of the licensed systems.

Prior to the purchase of hardware, supporting software and operating system, and continuing for the Term of this Agreement, NTS shall review and approve all purchases related to the implementation of the NTS application software. If the NTS approved hardware and software implementation is deviated from and operational problems develop, the time spent by NTS to resolve the problems shall be billable to BOARD at a rate of \$175.00 per hour.

In addition, if in the resolution of an operational problem, it is ultimately shown to be a hardware, network operating system or any other non application software related problem, the NTS time required to resolve the problem shall be billable at a rate of \$175.00 per hour.

For the Term of this Agreement, BOARD agrees to purchase and maintain up-to-date versions of NTS recommended diagnostic software to assist in the determination and resolution of system related problems.

## 2. SOFTWARE MAINTENANCE

Software maintenance for TEAM, Sign-It, Full Document Imaging, PACETS and IMS is included in the pricing set forth in this agreement. This maintenance shall include periodic upgrades and new releases of the licensed software. Software maintenance shall commence on January 1, 2014 and conclude on December 31, 2018.

## 3. HOTLINE SUPPORT

Hotline support for TEAM, Sign-It, Full Document Imaging, PACETS and IMS not to exceed twelve (12) hours in any one month, shall be provided by NTS at no charge to the BOARD from January 1, 2014 until December 31, 2018. Hotline support shall be available between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. Hotline support over and above the monthly maximum shall be billed at \$175.00 per hour.

## 4. APPLICATION SOFTWARE INSTALLATION AND CONFIGURATION

BOARD shall provide means for authorized remote access into the BOARD system by NTS to facilitate application software installation. This remote access may be via Virtual Private Network, pcAnywhere or any other mutually acceptable connection method. NTS shall complete application software installation remotely and perform software testing through this connection. For the Term of this Agreement, remote access and security rights shall be provided to NTS in order to facilitate installation of application software updates for the BOARD.

## 5. VIRTUAL DBA

For the Term of this Agreement, NTS will perform Virtual Database Administrator functions including generating SQL backup scripts, maintaining SQL user ID and security information necessary for the operation of TEAM SQL, performing routine database administration tasks such as managing transaction logs and tuning SQL for best performance. The BOARD will be responsible for acquiring upgrades to SQL as necessary, allowing access for NTS to accomplish DBA work, performing routine backups including daily and weekly backups on a rotating basis, and ensuring backups are stored offsite.



6. POLL BOOK PRINTING

NTS shall provide poll books including the printing and binding of poll books for the September primary and November general elections in the years 2014 to 2018 as well as the presidential primary in 2016 and any other special or mandated election.

7. ANCILLARY CONSULTING SERVICES

From time to time, the Board of Elections requires specialized assistance related to voter registration and election operations that are beyond the scope of existing contracts between the COUNTY and NTS. Upon written request by the Board of Elections, NTS shall perform these services at the rate of \$175.00 per hour.

8. PRICING

Pricing for TEAM, Sign-It, Full Document Imaging, Election Management and IMS software maintenance and support and services is detailed below

**Software Maintenance and Support and Virtual DBA Services**

On January 15, 2014, the BOARD shall make a payment of \$59,354.50 to NTS  
On January 15, 2015, the BOARD shall make a payment of \$59,354.50 to NTS  
On January 15, 2016, the BOARD shall make a payment of \$59,354.50 to NTS  
On January 15, 2017, the BOARD shall make a payment of \$59,354.50 to NTS  
On January 15, 2018, the BOARD shall make a payment of \$59,354.50 to NTS

Invoices will be mailed to the BOARD prior to each due date.

**Poll Book Printing Services**

Poll book printing services are provided on a per voter, per election basis. For the year 2014, that cost is \$.045 per voter per election with a minimum of \$500.00 per poll book run plus delivery charges. Invoices for poll book printing services and poll book delivery will be mailed after each election.

**Ancillary Consulting Services**

Ancillary consulting services will be billed at a rate of \$175.00 per hour and invoiced after completion and acceptance of the services provided.

It is understood and agreed by and between both parties that the BOARD is a tax-exempt entity, and therefore shall not be charged any tax on this transaction.

Within 30 days of each due date the BOARD shall make the payment indicated.

9. ORIGINAL AGREEMENT

All provisions of the NTS Supplemental Software Licensing Agreement (Addendum A) executed by the BOARD on May 26, 2006 remain in effect unless specifically superseded by this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

NTS DATA SERVICES, LLC

ONEIDA COUNTY

By:   
Vice President

By: \_\_\_\_\_  
County Executive

Date: 12/30/2013

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

## ADDENDUM

THIS APPENDIX, entered into on this \_\_\_ day of \_\_\_\_\_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

### **1. Executor or Non-Appropriation Clause.**

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

### **2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.<sup>2</sup>

### **3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

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

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.<sup>3</sup>
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and
  4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).

- 
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
    2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants

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

#### **4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

#### **5. Non-Assignment Clause.**

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

#### **6. Worker's Compensation Benefits.**

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

## **7. Non-Discrimination Requirements.**

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

## **8. Wage and Hours Provisions.**

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

## **9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.



## **10. Records.**

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

## **11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal

information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

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

#### **13. Governing Law.**

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

#### **14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

#### **15. Compliance with New York State Information Security Breach and Notification Act.**

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

#### **16. Gratuities and Kickbacks.**

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

matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

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


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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_  
Oneida County Executive

By:  \_\_\_\_\_  
Name:

John F. Jennings, Vice President  
NCS Data Services, LLC

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

February 9, 2014

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

FN 20 14-098

Re: Work Order #30, Amendment 1 Program Administration-FY2014 Capital Project HG-448 CWSRF No. C6-6070-08-00 GHD Consulting Services, Inc.

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

On March 29, 2013 the Master Agreement 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 between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The NYSDEC consent order has many administrative requirements. Among these is the submission of various reports and plans as well as coordination and reporting requirements for NYSEFC, the funding agency for the project. Along with project coordination and management, these tasks will require significant effort from the consultants.

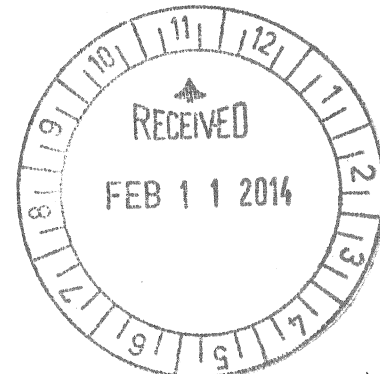
GHD has submitted for consideration Work Order #30, Amendment 1, which would cover the program administration costs for FY2014. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$93,000. Funding for this work order will be tracked by capital project HG-448.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the March 9th Board meeting. 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, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner



Cc: Karl E. Schrantz, P.E. - O'Brien & Gere Engineering, Inc. John J. LaGorga, P.E. - GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #30, Amendment 1 Contract Summary Sheet

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

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

Date 2/11/14

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #30, Amendment 1  
GHD Consulting Services, Inc.  
Program Administration-FY2014

**Proposed Dates of Operation:** This work is planned for FY2014

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67 for FY2014.

**2) Program/Service Objectives and Outcomes:** Produce the reports and paperwork necessary for NYSDEC and NYSEFC.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$93,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG448

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The NYSDEC consent order has many reporting requirements attached to it. Managing the funding through NYSEFC also has considerable time and effort associated with it.



**WORK ORDER 30  
Amendment No. 1**

**PROGRAM ADMINISTRATION – FY-2014  
CWSRF Project No. C6-6070-08-00**

**PROJECT UNDERSTANDING**

The purpose of this Amendment to Work Order 30 is to continue providing Program Administration services through January 31, 2015. 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 and sanitary sewer overflow (SSO) Mitigation project. Services will be provided primarily by O'Brien and Gere Engineers, Inc. (O'Brien & Gere) with support from other "project team" members as needed.

**I. SCOPE OF SERVICES**

**A. Task 1: Project Management**

The project team will provide periodic progress updates to the Commissioner.

The project team will also assist Oneida 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 scopes of service 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. Karl Schrantz PE from O'Brien and Gere will be the Project Manager for this Work Order.

**B. Task 2: Annual Work Plan**

Submission of Annual Work Plans is a requirement of the Consent Order. Annual Work Plans are due January 31<sup>st</sup> of each year. For this Work Order, the project team will prepare the Annual Work Plan due January 31, 2015.

The Annual Work Plan will be prepared per the requirements of Section D in Schedule A of the new Consent Order. This will generally include a description and schedule of planned sewer rehabilitation and facility upgrades for the upcoming calendar year. Additionally, descriptions of upcoming work relative to engineering investigations and evaluations along with management programs will also be included in the Annual Work Plan.

**D. Task 3: Quarterly Reports**

Submission of Quarterly Reports is a requirement of the new Consent Order. Quarterly Reports are required for the quarters ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year, with reports due 30 days after the end of each quarter. For this Work Order, the project team will prepare the four (4) quarterly reports for 2014.

The Quarterly Reports will be prepared per the requirements of Article XIII of the revised Consent Order (December 12, 2011). This will generally include the summarizing of: the status and progress for engineering investigations and evaluations; management programs; approved schedules; assessment of effectiveness of completed rehabilitation; and completed capital improvements projects and facility upgrades. Additionally, the Quarterly Reports will indicate any changes in key Oneida County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

**E. Task 4: NYSEFC Coordination and Reporting**

Under this task, the project team will assist Oneida County in coordinating project aspects with NYSEFC. This will include: annual update to the NYSEFC's Intended Use Plan; preparation of project team monthly MWBE reporting; strategizing with NYSEFC regarding additional/future funding opportunities; and coordination with NYSEFC regarding general program requirements.

**F. Task 5: Regulatory Coordination**

Under this task, the project team will assist Oneida County in coordinating regulatory and SPDES permit items as they relate to overall project compliance, including interdependence with consent order compliance.

**II. SCHEDULE**

The work of this Work Order will continue through the current fiscal year and ending January 31, 2015.

**III. 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 shown on Table 1.
- B.** Payments for the work will be due monthly on the basis of 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.



**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 30 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. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

GHD Consulting Services Inc. will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO are defined in consulting team's MWBE Utilization Plan previously approved by NYSEFC. Refer also to Attachment B for specific contract language.

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.**

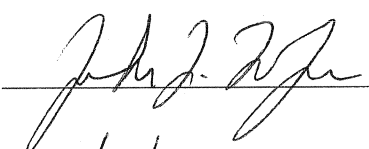
**Client**  
**COUNTY OF ONEIDA**

By: John J. LaGorga, PE

By: Anthony J. Picente Jr.

Title: Project Director

Title: County Executive

Signature: 

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

Date: 2/10/14

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

**Fee Estimate  
 Work Order 30  
 Amendment No. 1**

TABLE 1

| Description                               | Project Management | Annual Work Plan | Quarterly Progress Reports | NYSEFC Coordination | Regulatory Coordination | Task 6 | Task 7 | Task 8 | Task 9 | Task 10 | Task 11 | Total Hrs | Billing Rate 2013 | Total Cost                    | Subtotal |             |
|---|--------------------|------------------|----------------------------|---------------------|-------------------------|--------|--------|--------|--------|---------|---------|-----------|-------------------|-------------------------------|----------|-------------|
|   |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          | Task 1      |
| <b>O'Brien &amp; Gere Engineers, Inc.</b> |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          |             |
| Senior Officer                            |                    |                  | 4                          |                     |                         |        |        |        |        |         |         | 6         | \$229.00          | \$1,374.00                    |          |             |
| Project Manager 1                         | 100                | 2                | 16                         | 80                  | 40                      |        |        |        |        |         |         | 248       | \$173.00          | \$42,804.00                   |          |             |
| Engineer 3                                |                    | 12               | 16                         | 16                  |                         |        |        |        |        |         |         | 44        | \$142.00          | \$6,248.00                    |          |             |
| Engineer 2                                |                    |                  |                            |                     |                         |        |        |        |        |         |         | 0         | \$112.00          | \$0.00                        |          |             |
| Engineer/Scientist 1                      |                    | 50               | 96                         | 16                  | 40                      |        |        |        |        |         |         | 202       | \$84.00           | \$16,968.00                   |          |             |
| Engineering Technician 3                  |                    |                  |                            |                     |                         |        |        |        |        |         |         | 0         | \$100.00          | \$0.00                        |          |             |
| Engineering Technician 2                  |                    |                  |                            |                     |                         |        |        |        |        |         |         | 0         | \$82.00           | \$0.00                        |          |             |
| Intern                                    |                    |                  |                            |                     |                         |        |        |        |        |         |         | 0         | \$46.00           | \$0.00                        |          |             |
| Administrative Assistant                  |                    | 8                | 32                         |                     | 12                      |        |        |        |        |         |         | 60        | \$76.00           | \$4,560.00                    |          |             |
| <b>GHD Consulting Services, Inc</b>       |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          |             |
| Senior Project Manager                    | 24                 | 10               |                            | 24                  |                         |        |        |        |        |         |         | 58        | \$182.00          | \$10,556.00                   |          |             |
| <b>Subtotal Labor</b>                     |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          |             |
|   | \$21,188.00        | \$11,188.00      | \$17,380.00                | \$22,104.00         | \$11,580.00             | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | 618       |                   | \$83,410.00                   |          |             |
| <b>Direct Expenses</b>                    |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          |             |
| Travel                                    | \$0.00             | \$0.00           | \$0.00                     | \$0.00              | \$0.00                  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  |           |                   | \$0.00                        |          |             |
| Reproduction/Plotting                     | \$0.00             | \$0.00           | \$0.00                     | \$0.00              | \$0.00                  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  |           |                   | \$0.00                        |          |             |
| Office Expenses                           | \$500.00           | \$90.00          | \$0.00                     | \$0.00              | \$0.00                  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  |           |                   | \$590.00                      |          |             |
| Subcontractors                            | \$0.00             | \$0.00           | \$0.00                     | \$9,000.00          | \$0.00                  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  |           |                   | \$9,000.00                    |          |             |
| <b>Subtotal Disbursements</b>             |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          |             |
|   | \$500.00           | \$90.00          | \$0.00                     | \$9,000.00          | \$0.00                  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  |           |                   | \$9,590.00                    |          |             |
| <b>PROJECT TOTAL</b>                      |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   |                               |          |             |
|   | \$21,688.00        | \$11,278.00      | \$17,380.00                | \$31,104.00         | \$11,580.00             | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  |           |                   | \$93,000.00                   |          |             |
|   |                    |                  |                            |                     |                         |        |        |        |        |         |         |           |                   | <b>ESTIMATED COMPENSATION</b> |          | \$93,000.00 |

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, 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:

| <b>Labor Category</b>          | <b>Hourly Rate</b> |
|--------------------------------|--------------------|
| Project Officer                | \$229.00           |
| Project Manager 2              | \$198.00           |
| Project Manager 1              | \$173.00           |
| Construction Project Manager 2 | \$178.00           |
| Construction Project Manager 1 | \$159.00           |
| Architect/Engineer/Scientist 3 | \$142.00           |
| Architect/Engineer/Scientist 2 | \$112.00           |
| Architect/Engineer/Scientist 1 | \$94.00            |
| Engineering Technician 3       | \$100.00           |
| Engineering Technician 2       | \$82.00            |
| Engineering Technician 1       | \$70.00            |
| Plant Operations Manager 1     | \$142.00           |
| Plant Operator 3               | \$87.00            |
| Plant Operator 2               | \$74.00            |
| Plant Operator 1               | \$62.00            |
| Const Mgt Prof/Estimator 3     | \$126.00           |
| Const Mgt Prof/Estimator 2     | \$101.00           |
| Const Mgt Prof/Estimator 1     | \$87.00            |
| Intern                         | \$40.00            |
| Administrative Assistant       | \$75.00            |

**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.

**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:

| <b>Labor Category</b>               | <b>Hourly Rate</b> |
|-------------------------------------|--------------------|
| Vice President/Technical Advisor    | \$232.00           |
| Associate                           | \$180.00           |
| Senior Project Manager              | \$162.00           |
| Senior Engineer                     | \$155.00           |
| Project Manager                     | \$146.00           |
| Project Engineer                    | \$118.00           |
| Engineer or Scientist               | \$103.00           |
| Architect                           | \$112.00           |
| Managing Designer                   | \$141.00           |
| Senior Designer                     | \$112.00           |
| Designer                            | \$101.00           |
| Senior Drafter                      | \$82.00            |
| Drafter                             | \$71.00            |
| Technician                          | \$67.00            |
| Construction Project Representative | \$90.00            |
| Field Technician                    | \$57.00            |
| Secretarial/Word Processing         | \$72.00            |

**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 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 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.

## ATTACHMENT B

### NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (NYSEFC) STATE REVOLVING FUND (SRF)

#### MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE – EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Contractor and any subcontractor (hereinafter Contractor(s)) will act in accordance with federal and State Minority and Women-owned Business Enterprise – Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, including but not limited to Executive Law 15-A, 5 NYCRR Parts 140-145, and 40 CFR Part 33. The Contractor will be required to provide opportunities for minority and women-owned business participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

#### **Additional Terms Required to be included in Contracts and Subcontracts**

The Contractor agrees to make documented good faith efforts to utilize **Minority Business Enterprises (MBE) subcontractors for at least 8.8%** of the dollar value of the contract and to utilize **Women Business Enterprises (WBE) subcontractors for at least 8.8%** of the dollar value of the contract. Where the Contractor is a certified MBE or WBE, the dollar value of the Contractor's share of the total contract amount will fully count toward meeting the applicable utilization goal.

The contractor and its subcontractors will undertake or continue existing programs of affirmative action 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, affirmative action will 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.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor will submit an EEO policy statement to the Recipient within the timeframe set by the Recipient.

The contractor's and any subcontractor's EEO policy statement will contain, but not necessarily limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure the minority group members and women are afforded equal employment opportunities without discrimination and will make the document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor will state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability, or marital status.

- (iii) Each contractor and any subcontractor will 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 or subcontractor's obligations herein.

Any contractor or subcontractor will, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii), and (iii) above, and will include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a **staffing plan** of the anticipated work force to be utilized on such contract or, where required, information of the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

Within 10 days after award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a work force utilization report (**utilization plan**), in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

All agreements and bid specifications for contracts and subcontracts for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements will include provisions requiring contractors and subcontractors to make a good faith effort to solicit active participation by enterprises identified as certified businesses, and requiring parties to agree to be bound by the provisions of Section 316 of Article 15-A.

**Compliance with Federal Requirements**

The Contractor will comply with all federal laws and regulations, including but not limited to those laws and regulations under which Federal funds were authorized and were provided to the SRF recipient. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under SRF. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532, and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.”



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

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

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 9, 2014

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

FN 20 14-099

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Work Order #28, Amendment 1  
Community Outreach  
GHD Consulting Services, Inc.

Dear County Executive Picente:

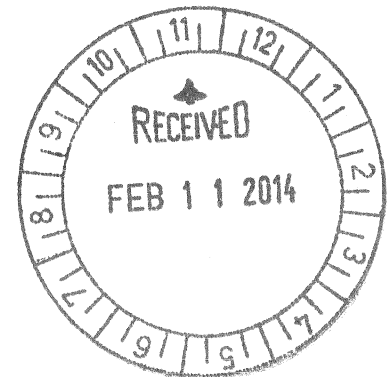
On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement 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 #28, Amendment 1 which would cover community outreach activities for 2014. The primary function of this work order is to cover steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards. Maintaining the Sewer District website is also included in this work order. 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 \$45,000. Funding for this work order will come from the department 2014 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the March 9<sup>th</sup> Board meeting. 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,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner



Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #28, Amendment 1  
Contract Summary Sheet

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

Anthony J. Picente, Jr.  
County Executive  
Date 2/11/14

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #28, Amendment 1  
Community Outreach  
GHD Consulting Services, Inc.

**Proposed Dates of Operation:** This work is planned for FY2014

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order community outreach activities in 2014 for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to provide steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$45,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2014 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.41

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** In addition to supporting steering committee activities, the work order will also support the maintenance of the Oneida County Sewer District website.





**WORK ORDER 28**  
**Amendment No. 1 – FY 2014**

**COMMUNITY OUTREACH**

**PROJECT UNDERSTANDING**

The purpose of this Work Order is to provide community outreach services to the Oneida County Sewer District and its participating municipalities through December 31, 2014. Community outreach covers those services related to Steering Committee facilitation, public education, and intercommunity collaboration all in support of the compliance with more stringent state and federal wastewater mandates.

**I. 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. Nancy Pattarini will be the Project Manager from Paige Marketing Communications Group, Inc. (Paige Group), and will be assisted by Catherine Manion, lead Project Coordinator, also from Paige Group.

**B. Task 2: Meeting Planning and Facilitation**

The project team will continue to be responsible for the planning and facilitation of meetings. This will include:

1. Coordination and facilitation of Steering Committee meetings, Working Group meetings, other subcommittee meetings, and additional meetings with officials and stakeholders, as required; development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, project team, and Oneida County.
2. Preparation and distribution of Steering Committee materials, including:
  - a) Project-related reference materials, especially information about private property I/L, CMOM, and funding.
  - b) Meeting agendas.
  - c) Member notification.
  - d) Compilation and distribution of meeting reports.
  - e) Periodic surveying of committee members to assess the effectiveness of the Steering Committee process.
3. Maintain database of project team, Steering Committee members, stakeholders, and key constituents.

4. Participate in District staff and technical group meetings.
5. Act as liaison between the project team and the County Executive's office.

**C. Task 3: Media and Public Relations**

The project team will continue to be responsible for working with the media to support public awareness and understanding of the project. This will include:

1. Drafting and editing media releases, editorials, and other forms of submitted articles.
2. Consultation regarding public information messaging and media involvement.
3. Media relations, including pitching news stories and coordinating interviews and press requests.

**D. Task 4: Oneida County Sewer District (District) Website**

The project team will continue to be responsible for maintaining the content on the now active District website ([sewerrehabOCSD.org](http://sewerrehabOCSD.org)). This will include:

1. Editing and writing new content to reflect the progressive status of the project, including materials for the public, municipal leaders, and Steering Committee members.
2. Developing visuals and other illustrative materials to deliver user-friendly, easy to understand content.
3. Enhance mechanisms to encourage public feedback at various project stages.

**E. Task 5: Public Outreach and Education**

The project team will continue to be responsible for developing/updating the public information and education program for the project. This will include:

1. Designing, drafting, editing and producing hard and digital copies of public information collateral, such as brochures, posters, newsletter articles, sewer bill inserts, and project progress reports.
2. Planning and facilitating community education events, focus groups, and public information briefings related to project activities.

**II. SCHEDULE**

The work of this Work Order will continue through the current fiscal year ending December 31, 2014.

**APPENDIX II  
RATE SCHEDULE**

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

**1.1 Hourly Rates**

ENGINEER will 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                          | \$150.00           |
| Web Developer                      | \$115.00           |
| Account Planner                    | \$95.00            |
| Copy Writer                        | \$85.00            |
| Graphic Designer                   | \$85.00            |
| Senior Public Relations Specialist | \$85.00            |
| Public Relations Specialist        | \$75.00            |
| Account Coordinator                | \$75.00            |
| Production Specialist              | \$75.00            |
| Secretarial/Office Support         | \$50.00            |

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

ENGINEER 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 Authorized 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, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.



**ONEIDA COUNTY DEPARTMENT OF  
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Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 9, 2014

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

FW 20 14-100

**PUBLIC WORKS**

Re: Work Order #29, Amendment 1  
Private property I/I Reduction Program Implementation-Phase 2  
GHD Consulting Services, Inc.

**WAYS & MEANS**

Dear County Executive Picente:

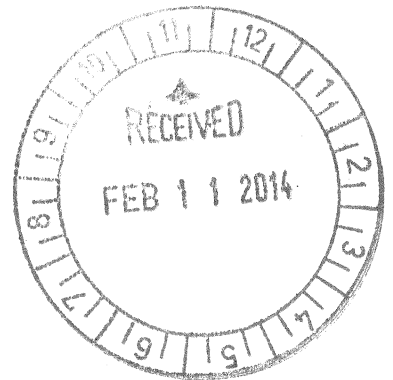
On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement 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 1 which would cover Phase 2 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 current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant. 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 \$89,000. Funding for this work order will come from the department 2014 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the March 9<sup>th</sup> Board meeting. 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,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner



Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #29, Amendment 1  
Contract Summary Sheet

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

Anthony J. Picente, Jr.  
County Executive

Date 2/11/14

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #29, Amendment 1  
GHD Consulting Services, Inc.  
Private Property I/I Reduction Program  
Implementation-Phase 2

**Proposed Dates of Operation:** This work is planned for FY2014

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the implementation of Phase 2 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District.

**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 2013 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:** \$89,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2014 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.81

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented for rest of the district due to capacity concerns at the Oneida County Water Pollution Control Plant.



**WORK ORDER NO. 29  
AMENDMENT NO. 1**

**PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – PHASE 2**

**I. PROJECT UNDERSTANDING**

The ability to reduce inflow and infiltration from the satellite sanitary sewer systems of the Oneida County Sewer District (District) is critical to meeting the District's overall sanitary sewer overflow (SSO) mitigation program. Addressing the private property contribution of I/I is a key aspect of the program. This includes the need to collect data through physical inspections of private property, development of programs for removing illegal sump pump, roof leader, and other non-sanitary sewage discharges to the sanitary system, and educating the public on the benefits of eliminating illegal connections. In 2013, a community-based Work Group was formed that is working closely with the District and consultant team to advance the implementation of initial elements of a private property I/I reduction program.

The intent of this amendment to Work Order 29 is to continue to provide the technical support necessary to build on the progress made in 2013 on the implementation of a private property I/I reduction program in 2014. This includes the development of some of 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 2013 PPII Working Group collaboration.

**II. SCOPE OF SERVICES**

**A. Task 5: PPII Working Group**

1. The Project Team will continue to collaborate with key community representatives who will be responsible for helping implement a community-based private property I/I reduction program. The June 29, 2012 Proposed PPII Framework plus topics of interest identified during the 2013 PPII Work Group sessions will be the basis for further developing the plan. Six (6) work sessions are anticipated over the course of 2014. Progress reports will be prepared following each work session and technical documents developed as program elements are designed. Addition support will include:
2. Technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow up between work sessions.
3. Research financing options for residential private property I/I repairs and improvements.
4. Steering Committee and/or subcommittee coordination.
5. Engineering/technical coordination relative to the private property I/I program implementation.

**B. Task 6: Data Collection Support Services**

It is anticipated that a voluntary program of private property inspections will begin during 2014 with the goal of documenting neighborhoods where illicit private property connections to the sanitary sewer system are suspected to exist. Private property inspections were intended to have been initiated prior to 2014. However, due to the complexity of this issue and recurring questions regarding the legality and financing of such a program, the effort has been delayed. Services will generally consist of the following:

1. Prepare real property data set for use with the appropriate Lucity inspection module. Data sets will be customized for each member municipality within the District service area. The consultant team will assist the District in selecting data collection tablet PCs (acquisition by the District) for use by municipalities in conducting field inspections. It is assumed that field inspections will be performed by municipal employees of each member municipality and not by Oneida County/District staff or its engineering consulting team.
2. Provide member municipalities with example informational letters, pamphlets, and door hangers for customization and distribution to their residents and businesses.
3. Prepare for and conduct a joint training session for local municipal personnel on use of the data collection hardware/software and private property inspection techniques.
4. For purposes of this Work Order, it is assumed that two (2) communities will begin the actual field work for private property I/I inspections in 2014. Engineering services will be limited to technical support to the municipal inspectors as well as receiving and uploading inspection data to the project GIS server. Engineering services will not include conducting and/or coordinating the actual home/business inspections.

**C. Task 7: Private Property Inflow/Infiltration (I/I) Community Education Program**

Initially, the focus of the community education program was intended to be the Sauquoit Creek Pumping Station service area. However, regulatory changes brought about in 2013 require the PPII program to be applicable in all communities within the District. The goals of the community education program are to: provide understanding of the necessity of private property I/I reduction; increase receptiveness to voluntary participation in home inspections; provide residents with the information and resources to make their I/I improvements; measure program results in order to show the effectiveness of the program toward compliance with the NYSDEC consent order; and build a database of information that will serve as a helpful resource to homeowners and guide future efforts of the District and District municipalities. The following provides more specific detail as to the services that will be provided:

1. **Community Education/Information**
  - a) Develop more detailed education and instructional materials for distribution to homeowners, businesses, and contractors regarding topics such as the negative impacts of private property I/I on the sewer system and ideas for additional corrective measures that can be undertaken by property owners. These will

include but not be limited to PPII instruction flyers, direct mailings, informational handouts for use during inspections, and letters and notices regarding project activities.

- b) Maintain and further develop the private I/I consumer website to meet advancing project needs.
  - 1) Develop additional resource pages, as more detailed information becomes available.
  - 2) Manage content revisions as directed by County and consultation team leaders.
  - 3) Develop and post project information of importance to District residents, including progress reports, upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation.
  - 4) Introduce social media component as project progress allows.
- c) Facilitate community forums to educate residents regarding the problem and provide realistic solutions that may include: demonstrations of the I/I issue, examples of residential and municipal-specific problems, and alternative approaches to resolving home/property I/I problems.
- d) Coordinate development, communication, and training of community partners and organizations to assist in public outreach.
- e) Coordinate media relations and distribution of press releases.

**D. Task 8: Project Management**

- 1. Project management will include staffing and resource allocation, sub consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O'Brien and Gere will be the Project Manager and Brian Whittaker, P.E. from O'Brien and Gere will be the Project Engineer for this Work Order. Allison Damiano-DeTraglia will be the lead Project Coordinator from Paige Marketing Communications Group, Inc.

**II. SCHEDULE**

The work associated with this Work Order No. 29, Amendment No. 1 – Private Property I/I Reduction Program Implementation – Phase 2 will commence when authorized by Oneida County and will continue through December 31, 2014.

**III. 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 outlined in Section II is estimated as indicated in Table 1.

- B. Payments for the work will be due monthly on the basis of 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.
- D. Private Property I/I Reduction Program Implementation – Phase 1 budget will be closed out and the balance of the unexpended budget will be applied to the District’s fund balance.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 29, Amendment No. 1 under the Terms and Conditions of the Master Agreement for Consulting Services dated 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**

**Client**

**GHD CONSULTING SERVICES INC.**

**COUNTY OF ONEIDA**

By: John J. LaGorga, P.E.

By: Anthony J. Picente, Jr.

Title: Project Director

Title: County Executive

Signature: 

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

Date: 2/10/14

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

**Fee Estimate**  
**Order 29-1**  
**Work**

TABLE 1

| Description                               | TASK 5               |                                  | TASK 6                    |                    | TASK 7        |               | TASK 8        |               | TASK 9        |               | TASK 10       |               | TASK 11       |               | Total Hrs  | Billing Rate 2014 | Total Cost                    | Subtotal           |
|---|----------------------|----------------------------------|---------------------------|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|-------------------|-------------------------------|--------------------|
|   | PP/III Working Group | Data Collection Support Services | PP/III Community Outreach | Project Management | TASK 5        | TASK 6        | TASK 7        | TASK 8        | TASK 9        | TASK 10       | TASK 11       |               |               |               |            |                   |                               |                    |
| <b>O'Brien &amp; Gere Engineers, Inc.</b> |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               |            |                   |                               |                    |
| Senior Officer                            | 24                   | 8                                | 24                        | 16                 |               |               |               |               |               |               |               |               |               |               | 0          | \$225.00          | \$0.00                        |                    |
| Project Manager 1                         | 72                   | 90                               | 24                        | 24                 |               |               |               |               |               |               |               |               |               |               | 48         | \$175.00          | \$8,394.00                    |                    |
| Engineer 3                                | 48                   | 48                               |                           |                    |               |               |               |               |               |               |               |               |               |               | 210        | \$142.00          | \$29,820.00                   |                    |
| Engineer/Scientist 2                      |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 120        | \$94.00           | \$11,280.00                   |                    |
| Engineering Technician 3                  |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$109.00          | \$0.00                        |                    |
| Engineering Technician 2                  |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$29.00           | \$0.00                        |                    |
| Intern                                    |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$40.00           | \$0.00                        |                    |
| Administrative Assistant                  |                      | 8                                |                           |                    |               |               |               |               |               |               |               |               |               |               | 8          | \$72.00           | \$580.00                      |                    |
| <b>GHD Consulting Engineers</b>           |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               |            |                   |                               |                    |
| Vice President/Techn. Advisor             |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$292.00          | \$0.00                        | \$50,004.00        |
| Associate                                 |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$190.00          | \$0.00                        |                    |
| Senior Project Manager                    |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$192.00          | \$0.00                        |                    |
| Senior Engineer                           |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$195.00          | \$0.00                        |                    |
| Project Manager                           |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$146.00          | \$0.00                        |                    |
| Project Engineer                          |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$178.00          | \$0.00                        |                    |
| Engineer/Scientist                        |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$103.00          | \$0.00                        |                    |
| Secretarial/Word Processing               |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$72.00           | \$0.00                        |                    |
| <b>Brown and Caldwell</b>                 |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               |            |                   |                               |                    |
| Vice President                            |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$214.00          | \$0.00                        | \$0.00             |
| Managing Engineer                         |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$162.00          | \$0.00                        |                    |
| Principal Engineer                        |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$190.00          | \$0.00                        |                    |
| Engineer/Scientist III                    |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$108.00          | \$0.00                        |                    |
| Engineer/Scientist II                     |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$89.00           | \$0.00                        |                    |
| Engineer/Scientist I                      |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$81.00           | \$0.00                        |                    |
| Office Support                            |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$88.00           | \$0.00                        | \$0.00             |
| <b>Palge Group</b>                        |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               |            |                   |                               |                    |
| Principal                                 | 24                   |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 24         | \$150.00          | \$3,600.00                    |                    |
| Web Designer                              |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$115.00          | \$0.00                        |                    |
| Account Planner                           | 48                   | 24                               | 24                        | 24                 |               |               |               |               |               |               |               |               |               |               | 120        | \$85.00           | \$11,400.00                   |                    |
| Copy Writer                               |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$85.00           | \$0.00                        |                    |
| Graphic Designer                          |                      | 10                               | 10                        |                    |               |               |               |               |               |               |               |               |               |               | 20         | \$85.00           | \$1,700.00                    |                    |
| Sr. Public Relations Specialist           | 6                    | 6                                | 6                         | 6                  |               |               |               |               |               |               |               |               |               |               | 24         | \$85.00           | \$2,040.00                    |                    |
| Public Relations Specialist               | 6                    | 6                                | 6                         | 6                  |               |               |               |               |               |               |               |               |               |               | 24         | \$75.00           | \$1,800.00                    |                    |
| Account Coordinator                       |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 0          | \$75.00           | \$0.00                        |                    |
| Production Specialist                     | 4                    | 4                                | 4                         | 4                  |               |               |               |               |               |               |               |               |               |               | 16         | \$75.00           | \$1,200.00                    |                    |
| Office Support                            | 40                   |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               | 40         | \$50.00           | \$2,000.00                    |                    |
| <b>Subtotal Labor</b>                     | <b>\$30,308.00</b>   | <b>\$23,686.00</b>               | <b>\$10,054.00</b>        | <b>\$9,716.00</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>654</b> |                   |                               | <b>\$73,744.00</b> |
| <b>Direct Expenses</b>                    |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               |            |                   |                               |                    |
| Travel                                    | \$0.00               | \$56.50                          | \$0.00                    | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |            |                   | \$56.50                       |                    |
| Reproduction/Plotting                     | \$300.00             | \$697.50                         | \$0.00                    | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |            |                   | \$997.50                      |                    |
| Office Expenses                           | \$900.00             | \$5,050.00                       | \$8,132.00                | \$120.00           | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |            |                   | \$14,202.00                   |                    |
| Subcontractors                            | \$0.00               | \$0.00                           | \$0.00                    | \$0.00             | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |            |                   | \$0.00                        |                    |
| <b>Subtotal Disbursements</b>             | <b>\$1,200.00</b>    | <b>\$5,804.00</b>                | <b>\$8,132.00</b>         | <b>\$120.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |            |                   |                               | <b>\$15,256.00</b> |
| <b>PROJECT TOTAL</b>                      | <b>\$31,508.00</b>   | <b>\$29,470.00</b>               | <b>\$18,186.00</b>        | <b>\$9,836.00</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |            |                   |                               | <b>\$89,000.00</b> |
|   |                      |                                  |                           |                    |               |               |               |               |               |               |               |               |               |               |            |                   | <b>ESTIMATED COMPENSATION</b> | <b>\$89,000.00</b> |

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, 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:

| <b>Labor Category</b>          | <b>Hourly Rate</b> |
|--------------------------------|--------------------|
| Project Officer                | \$229.00           |
| Project Manager 2              | \$198.00           |
| Project Manager 1              | \$173.00           |
| Construction Project Manager 2 | \$178.00           |
| Construction Project Manager 1 | \$159.00           |
| Architect/Engineer/Scientist 3 | \$142.00           |
| Architect/Engineer/Scientist 2 | \$112.00           |
| Architect/Engineer/Scientist 1 | \$94.00            |
| Engineering Technician 3       | \$100.00           |
| Engineering Technician 2       | \$82.00            |
| Engineering Technician 1       | \$70.00            |
| Plant Operations Manager 1     | \$142.00           |
| Plant Operator 3               | \$87.00            |
| Plant Operator 2               | \$74.00            |
| Plant Operator 1               | \$62.00            |
| Const Mgt Prof/Estimator 3     | \$126.00           |
| Const Mgt Prof/Estimator 2     | \$101.00           |
| Const Mgt Prof/Estimator 1     | \$87.00            |
| Intern                         | \$40.00            |
| Administrative Assistant       | \$75.00            |

**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.

**APPENDIX II  
RATE SCHEDULE**

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

**1.1 Hourly Rates**

ENGINEER will 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                          | \$150.00           |
| Web Developer                      | \$115.00           |
| Account Planner                    | \$95.00            |
| Copy Writer                        | \$85.00            |
| Graphic Designer                   | \$85.00            |
| Senior Public Relations Specialist | \$85.00            |
| Public Relations Specialist        | \$75.00            |
| Account Coordinator                | \$75.00            |
| Production Specialist              | \$75.00            |
| Secretarial/Office Support         | \$50.00            |

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

ENGINEER 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 Authorized 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, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

February 9, 2014

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

FN 20 14-101

PUBLIC WORKS

Re: Work Order #27, Amendment 1 CMOM Program Implementation-Phase II GHD Consulting Services, Inc.

Dear County Executive Picente:

WAYS & MEANS

On March 29, 2013 the Master Agreement 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 between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

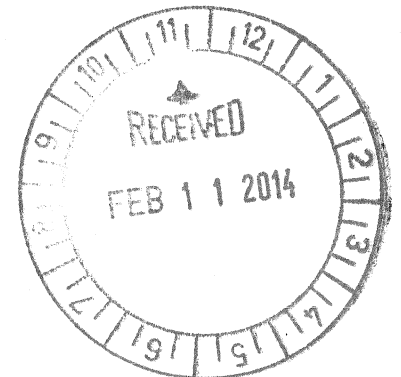
GHD has submitted for consideration Work Order #27, Amendment 1 which would cover Phase II of the implementation of a district-wide Capacity Management, Operations and Maintenance Program (CMOM). Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant. 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 \$118,000. Funding for this work order will come from the department 2014 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the March 9th Board meeting. 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, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Signature]

Steven P. Devan, P.E. Commissioner



Cc: Karl E. Schrantz, P.E. - O'Brien & Gere Engineering, Inc. John J. LaGorga, P.E. - GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #27, Amendment 1 Contract Summary Sheet

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

[Signature] Anthony J. Picente, Jr. County Executive

Date 2/11/14

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #27, Amendment 1  
CMOM Program Implementation-Phase II  
GHD Consulting Services, Inc.

**Proposed Dates of Operation:** This work is planned for FY2014

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the implementation of Phase II of a Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to advance the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the 2013 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:** \$118,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2014 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$1.07

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented for rest of the district due to capacity concerns at the Oneida County Water Pollution Control Plant.



**WORK ORDER 27  
AMENDMENT NO. 1**

**CMOM PROGRAM IMPLEMENTATION—PHASE 2**

**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 in 2014. CMOM is also a mandated program requirement as described in Schedule A, Paragraph B.3 of the Consent Order between the New York State Department of Environmental Conservation and Oneida County.

Oneida County and the Steering Committee have made progress during 2013 with the initial planning and implementation of the various elements planned under the CMOM Program Implementation – Phase 1 efforts. 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 2013 Working Group collaboration.

**II. SCOPE OF WORK**

The following is a scope of services relative to work proposed to be performed by the project team through 2014:

**A. Task 7—CMOM Working Group**

- The Project Team will continue to collaborate with key community representatives involved in the operation and maintenance of sewer systems in order 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 the 2013 Work Group sessions will be the basis for further developing the plan. Six (6) work sessions are anticipated over the course of 2014. Progress reports will be prepared following each work session and technical documents developed as program elements are designed.
- Additional support will include technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow up between work sessions.

**B. Task 8—Design Standards**

- During 2013, the Working Group created an initial set of Design and Construction Standards for District and member municipality use. The project team will continue to coordinate with the Working Group and the District to add to the Design and Construction Standards developed in 2013 for District-owned sewers as referenced in Section 801(a) of the Oneida County Sewer Use Rules and Regulations.
- The project team will continue to collaborate with the CMOM working group to discuss the creation of those design and construction standards deemed most important to the municipal sanitary sewer collection systems. As was discovered in 2013, some communities already

have current design and construction standards. In others, those standards are limited and/or outdated. Under this task, the goal is to identify minimum standards for sewer and lateral design and construction and to provide a set of generic standards for use by the communities.

**C. Task 9–Development of Draft Standard Operating Guidelines**

- As discovered during Phase I of this Task Order in 2013, the communities within the District have varying levels of documented (written) guidelines for the performance of sewer related operation and maintenance activities. The goal of this task is for the project team to continue to work with the working group members to collect the best available information currently being used by the communities in the performance of their work, review this information for appropriateness and applicability, and formulate additional basic written operating guidelines for use by the sewer system operations employees in order to build on the standard operating guidelines developed and distributed in 2013. For purposes of this Task Order, the project team will work with the working group to identify and develop an additional five (5) standard operating guidelines viewed by the working group to be the most practical to implement in 2014.

**D. Task 10–Development of a Plan Review Process**

- The project team will continue to collaborate with the CMOM working group to finalize the procedural process for reviewing and approving applications for lateral connections and sewer extensions that was initiated in 2013. As was confirmed during the plan review process development in 2013, the level of formality varies across the communities within the District with respect to documentation, technical reviews, notifications, and field inspections. The purpose of this task is to establish minimum standards in order to protect the long term integrity of the municipal sanitary sewer collection systems.

**E. Task 11–Fat, Oil, and Grease (FOG) Program**

- In 2013, the working group collected data regarding each of the member communities known current collection system FOG-related issues, general practices by food service establishments, and regional grease disposal methods. The majority of the communities within the District do not have formal FOG programs and rely on the Oneida County Sewer Use Rules and Regulations for enforcement. Under this task, the project team will continue to collaborate with the working group to develop educational material for residential and food service establishments. Additionally, we will collaborate with the working group to prepare generic technical guidelines with respect to grease and oil separators including their design, operation and maintenance, inspection, grease disposal, and record keeping.

**F. Task 12–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. Karl Schrantz, P.E. from O'Brien and Gere, Inc. will be the Project Manager and Brian Whittaker, P.E. from O'Brien and Gere, Inc. will be the Project Engineer for this Work Order with technical support provided by GHD Consulting Services, Inc. and Brown and Caldwell. Catherine Manion will be the lead Project Coordinator from Paige Marketing Communications Group, Inc.



**III. SCHEDULE**

The work associated with Work Order 27 Amendment No. 1 will continue through December 31, 2014.

**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, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is estimated on Table 1.
- B. Payments for the work will be due monthly on the basis of 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.
- D. CMOM Program Implementation – Phase 1 budget will be closed out and the balance of the unexpended budget will be applied to the District’s fund balance.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 27, Amendment No. 1 – CMOM Program Implementation Phase 2 under the Terms and Conditions of the Master Agreement for Consulting Services dated 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**

**Client**

**GHD CONSULTING SERVICES INC.**

**COUNTY OF ONEIDA**

By: John J. LaGorga, P.E.

By: Anthony J. Picente, Jr.

Title: Project Director

Title: County Executive

Signature: 

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

Date: 2/10/14

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

**Fee Estimate  
 Work Order 27  
 Amendment 1**

TABLE 1

| Description                               | TASK        |             |             |            |             |             |        |        |        |         |         | Total Hrs | Billing Rate 2014 | Total Cost | Subtotals |     |          |              |  |
|---|-------------|-------------|-------------|------------|-------------|-------------|--------|--------|--------|---------|---------|-----------|-------------------|------------|-----------|-----|----------|--------------|--|
|   | TASK 1      | TASK 2      | TASK 3      | TASK 4     | TASK 5      | TASK 6      | TASK 7 | TASK 8 | TASK 9 | TASK 10 | TASK 11 |           |                   |            |           |     |          |              |  |
| <b>O'Brien &amp; Gere Engineers, Inc.</b> |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
| Senior Officer                            | 24          | 20          | 20          | 8          | 8           | 16          |        |        |        |         |         |           |                   |            |           | 0   | \$228.00 | \$0.00       |  |
| Project Manager 1                         | 72          | 80          | 80          | 16         | 40          | 24          |        |        |        |         |         |           |                   |            |           | 96  | \$173.00 | \$16,698.00  |  |
| Engineer 3                                | 48          |             | 40          |            | 96          |             |        |        |        |         |         |           |                   |            |           | 312 | \$142.00 | \$44,364.00  |  |
| Engineer/Scientist 2                      |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 184 | \$84.00  | \$17,296.00  |  |
| Engineering Technician 3                  |             | 16          |             | 8          | 16          |             |        |        |        |         |         |           |                   |            |           | 40  | \$100.00 | \$0.00       |  |
| Engineering Technician 2                  |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$82.00  | \$3,280.00   |  |
| Intern                                    |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$40.00  | \$0.00       |  |
| Administrative Assistant                  |             | 16          | 10          | 4          | 8           |             |        |        |        |         |         |           |                   |            |           | 38  | \$75.00  | \$2,850.00   |  |
| <b>GHD Consulting Engineers</b>           |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
| Vice President/Lead, Advisor              |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$232.00 | \$0.00       |  |
| Associate                                 |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$190.00 | \$0.00       |  |
| Senior Project Manager                    |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 16  | \$162.00 | \$2,592.00   |  |
| Senior Engineer                           |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$155.00 | \$0.00       |  |
| Project Manager                           |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$146.00 | \$0.00       |  |
| Project Engineer                          |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$118.00 | \$0.00       |  |
| Engineer/Scientist                        |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$103.00 | \$0.00       |  |
| Secretarial/Word Processing               |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$72.00  | \$0.00       |  |
| <b>Brown and Caldwell</b>                 |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
| Vice President                            |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$314.00 | \$0.00       |  |
| Managing Engineer                         |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 16  | \$162.00 | \$3,072.00   |  |
| Principal Engineer                        |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$195.00 | \$0.00       |  |
| Engineer/Scientist III                    |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$108.00 | \$0.00       |  |
| Engineer/Scientist II                     |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$86.00  | \$0.00       |  |
| Engineer/Scientist I                      |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$87.00  | \$0.00       |  |
| Office Support                            |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$88.00  | \$0.00       |  |
| <b>Palte Group</b>                        |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
| Principal                                 | 8           |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 8   | \$150.00 | \$1,200.00   |  |
| Web Developer                             |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 8   | \$116.00 | \$928.00     |  |
| Account Planner                           | 48          | 24          | 24          | 24         | 24          | 24          |        |        |        |         |         |           |                   |            |           | 144 | \$95.00  | \$13,680.00  |  |
| Copy Writer                               |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$85.00  | \$0.00       |  |
| Graphic Designer                          |             |             | 10          | 8          |             |             |        |        |        |         |         |           |                   |            |           | 58  | \$86.00  | \$4,980.00   |  |
| Sr. Public Relations Specialist           |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 12  | \$85.00  | \$1,020.00   |  |
| Public Relations Specialist               |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 12  | \$75.00  | \$900.00     |  |
| Account Coordinator                       |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 0   | \$75.00  | \$0.00       |  |
| Production Specialist                     |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 10  | \$75.00  | \$750.00     |  |
| Office Support                            | 36          |             |             |            |             |             |        |        |        |         |         |           |                   |            |           | 36  | \$50.00  | \$1,800.00   |  |
| <b>Subtotal Labor</b>                     |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
|   | \$26,448.00 | \$19,612.00 | \$22,480.00 | \$7,572.00 | \$27,270.00 | \$11,840.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    | 990 |          | \$115,202.00 |  |
| <b>Direct Expenses</b>                    |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
| Travel                                    | \$203.40    | \$67.80     | \$67.80     | \$67.80    | \$0.00      | \$0.00      | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    |     |          | \$406.80     |  |
| Reproduction/Plotting                     | \$300.00    | \$200.00    | \$175.00    | \$0.00     | \$0.00      | \$0.00      | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    |     |          | \$675.00     |  |
| Office Expenses                           | \$300.00    | \$388.00    | \$200.00    | \$100.00   | \$375.00    | \$403.20    | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    |     |          | \$1,766.20   |  |
| Subcontractors                            | \$0.00      | \$0.00      | \$0.00      | \$0.00     | \$0.00      | \$0.00      | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    |     |          | \$0.00       |  |
| <b>Subtotal Disbursements</b>             |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
|   | \$803.40    | \$655.80    | \$392.80    | \$167.80   | \$375.00    | \$403.20    | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    |     |          | \$2,798.00   |  |
| <b>PROJECT TOTAL</b>                      |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
|   | \$27,251.40 | \$20,267.80 | \$22,852.80 | \$7,739.80 | \$27,645.00 | \$12,243.20 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00    | \$0.00            | \$0.00     | \$0.00    |     |          | \$118,000.00 |  |
| <b>ESTIMATED COMPENSATION</b>             |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          |              |  |
|   |             |             |             |            |             |             |        |        |        |         |         |           |                   |            |           |     |          | \$118,000.00 |  |

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, 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:

| <b>Labor Category</b>          | <b>Hourly Rate</b> |
|--------------------------------|--------------------|
| Project Officer                | \$229.00           |
| Project Manager 2              | \$198.00           |
| Project Manager 1              | \$173.00           |
| Construction Project Manager 2 | \$178.00           |
| Construction Project Manager 1 | \$159.00           |
| Architect/Engineer/Scientist 3 | \$142.00           |
| Architect/Engineer/Scientist 2 | \$112.00           |
| Architect/Engineer/Scientist 1 | \$94.00            |
| Engineering Technician 3       | \$100.00           |
| Engineering Technician 2       | \$82.00            |
| Engineering Technician 1       | \$70.00            |
| Plant Operations Manager 1     | \$142.00           |
| Plant Operator 3               | \$87.00            |
| Plant Operator 2               | \$74.00            |
| Plant Operator 1               | \$62.00            |
| Const Mgt Prof/Estimator 3     | \$126.00           |
| Const Mgt Prof/Estimator 2     | \$101.00           |
| Const Mgt Prof/Estimator 1     | \$87.00            |
| Intern                         | \$40.00            |
| Administrative Assistant       | \$75.00            |

**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.

**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:

| <b>Labor Category</b>               | <b>Hourly Rate</b> |
|-------------------------------------|--------------------|
| Vice President/Technical Advisor    | \$232.00           |
| Associate                           | \$180.00           |
| Senior Project Manager              | \$162.00           |
| Senior Engineer                     | \$155.00           |
| Project Manager                     | \$146.00           |
| Project Engineer                    | \$118.00           |
| Engineer or Scientist               | \$103.00           |
| Architect                           | \$112.00           |
| Managing Designer                   | \$141.00           |
| Senior Designer                     | \$112.00           |
| Designer                            | \$101.00           |
| Senior Drafter                      | \$82.00            |
| Drafter                             | \$71.00            |
| Technician                          | \$67.00            |
| Construction Project Representative | \$90.00            |
| Field Technician                    | \$57.00            |
| Secretarial/Word Processing         | \$72.00            |

**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 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 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.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 BROWN AND CALDWELL**

**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:

| <b>Labor Category</b>            | <b>Hourly Rate</b> |
|----------------------------------|--------------------|
| Vice President/Technical Advisor | \$214.00           |
| Associate/Managing Engineer      | \$192.00           |
| Supervising Engineer             | \$172.00           |
| Principal Engineer               | \$159.00           |
| Managing Designer                | \$150.00           |
| Senior Engineer/Scientist        | \$130.00           |
| Project Engineer                 | \$120.00           |
| Engineer/Scientist III           | \$108.00           |
| Engineer/Scientist II            | \$98.00            |
| Engineer/Scientist I             | \$91.00            |
| Designer                         | \$105.00           |
| Senior Drafter                   | \$98.00            |
| Drafter                          | \$76.00            |
| Secretarial/Office Support       | \$68.00            |

**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 Associated Project Cost (APC) at \$8.70/ hour applied to all billable hours to recover CONSULTANT's costs related to network infrastructure and IS support including CADD usage, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 1.2.6 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;
- 1.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.10 The actual cost of premiums paid on overtime worked.

**APPENDIX II  
RATE SCHEDULE**

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

**1.1 Hourly Rates**

ENGINEER will 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                          | \$150.00           |
| Web Developer                      | \$115.00           |
| Account Planner                    | \$95.00            |
| Copy Writer                        | \$85.00            |
| Graphic Designer                   | \$85.00            |
| Senior Public Relations Specialist | \$85.00            |
| Public Relations Specialist        | \$75.00            |
| Account Coordinator                | \$75.00            |
| Production Specialist              | \$75.00            |
| Secretarial/Office Support         | \$50.00            |

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

ENGINEER 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 Authorized 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, not to exceed \$0.56/mile;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 11, 2014

FN 20 14-102

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear Honorable Members:

I have received a letter from Dennis Davis, Commissioner of DPW, requesting a transfer of funds to cover the cost of leasing a backup boiler for the Oneida County Office Building. As explained in the Commissioners letter the funding is available in an account with an estimated surplus at this time.

I therefore request your Board approval for the following 2014 fund transfer:

**TO:**

AA# A1620.413 DPW – Buildings and Grounds - Rent / Lease Equipment..... \$11,900.

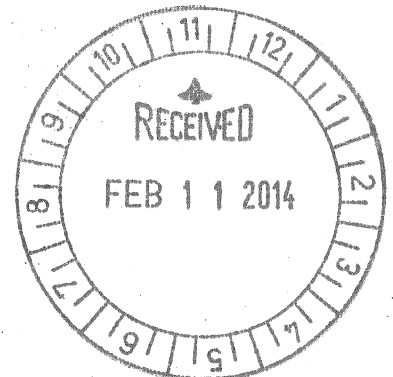
**FROM:**

AA# A1620.414 DPW – Buildings and Grounds – Utilities..... \$11,900.

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

CC: County Attorney  
Comptroller  
Budget  
Commissioner of DPW



# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

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

February 10, 2014

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

Dear County Executive Picente,

We are requesting a budgetary transfer to cover the cost of leasing a boiler for the Oneida County office building from JW Stevens Co, Inc.

Currently two out of three of the boilers in the county building are inoperable, and this lease will prevent a shutdown of the County Building in the event that the final boiler fails. Monthly costs of the lease are \$3900, and we expect to lease the boiler for a total of three months, from February through April, 2014. Delivery Fees are \$200. There are additional fees if we have to run the boiler, however we anticipate that the boiler will not have to be used, but is required as a failsafe in the unlikely event that this should happen. Total costs are expected to be \$11,900 to come out of our A1620.413 Rental/Lease fund. Current funding for the account is \$5000, and already accounted for. We expect to have a budgetary overage year end in our A1620.414 Fund, and request that \$11,900 be transferred from this account into A1620.413.

If you approve, please forward this request to the Oneida County Board of Legislators for consideration.

Thank you for our support

Sincerely,

Dennis S. Davis  
Commissioner

cc: Thomas B. Keeler, Budget Director  
Mark E. Laramie, PE, Deputy Commissioner



# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

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

February 10, 2014

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

FN 20 14 - 103

**PUBLIC WORKS**  
**WAYS & MEANS**

Dear County Executive Picente,

The current Oneida County Public Market Manager contract expires February 28, 2014. A new contract is desired with a term beginning March 01, 2014 and ending February 28, 2017 with two (2) one year renewal options.

Proposals for market management services were solicited in accordance with Oneida County Procurement Guidelines. Proposals were received from Elizabeth Irons and Deborah Kessler. Both respondents were interviewed by a committee comprised of the Commissioner of Public Works, Commissioner of Planning, Contract Administrator, and Deputy Commissioner of Engineering. The committee unanimously recommended acceptance of the proposal from Elizabeth Irons. This determination was based on past performance, ability to coordinate activities with multiple County and State agencies, and ability to successfully pursue grant and outside funding opportunities.

On November 27, 2013 the Oneida County Board of Acquisition and Contract approved a contract with Elizabeth Irons for \$73,500.00 (\$24,500/year) to provide Public Market Manager Services.

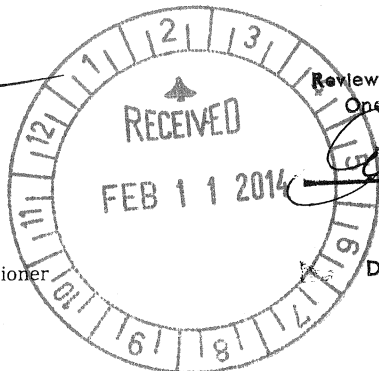
If acceptable, please forward the enclosed contract with Elizabeth Irons to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picante, Jr.  
County Executive

Date 2/10/14

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Elizabeth G. Irons  
403 Deland Drive  
Utica, New York 13502

**Title of Activity or Service:** Oneida County Public Market Manager Services

**Proposed Dates of Operation:** March 1, 2014 – February 28, 2017

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

**Summary Statements**

**1) Narrative Description of Proposed Services:**

Oneida County Public Market Manager Services

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

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$73,500.00                      **Account #:** A1620.495122

**Oneida County Dept. Funding Recommendation:** \$73,500.00 (\$24,500/year)

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$73,500.00 County

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

**Past Performance Data:** N/A

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

**Oneida County Public Market  
Market Manager Agreement**

This Agreement made the 1<sup>st</sup> day of March, 2014, by and between the **COUNTY OF ONEIDA**, a New York municipal corporation, with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County") and **Elizabeth G. Irons**, 403 Deland Drive, Utica, New York 13502, (hereinafter referred to as the "Contractor").

**WITNESSETH**

WHEREAS, the County desires to engage the professional services of a person who will provide oversight, community outreach and coordination of the Public Market located at Union Station, and

WHEREAS, in furtherance thereof, the County shall retain the services of a qualified independent contractor to assist in the administration of the Public Market's vendors and exhibitors, and

**WHEREAS**, the County has issued a Request for Proposals for a Public Market Manager dated October, 2013 and the Contractor submitted its Proposal dated October 25, 2013 ("Proposal") to provide the necessary services; and

WHEREAS, the Contractor possesses the requisite skills and experience to provide such services as are set forth below,

**WHEREAS**, the County desires to avail itself of the Contractor's services based on the details offered in their submitted Proposal (See Exhibit A); and

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

- 1) The term of this Agreement shall be from March 1, 2014 until February 28, 2017.
- 2) The County shall pay to the Contractor a fee not to exceed Seventy-three Thousand and Five Hundred Dollars (\$73,500) for the services provided by the Contractor under the terms of this Agreement.
  - a) Compensation for these services will be calculated at an hourly rate of twenty-five dollars per hour (\$25.00/hour) for a maximum of twenty (20) hours per week for the term of this agreement. Contractor shall be paid monthly upon presentation to the Oneida County Commissioner of Public Works of properly completed vouchers. Included with the monthly voucher will be a detailed report of the monthly activities of the contractor.
  - b) Requests for any additional expenses or costs associated with the activities of the Public Market must be requested in writing and approved in advance of the costs being incurred.

- 3) The Contractor shall provide the services of a Public Market Manager to the County as detailed within the Proposal and attached hereto as Appendix A.
- 4) This Agreement may be terminated upon sixty (60) days written notice with cause of termination by either party. A letter outlining the cause for termination shall accompany the notice. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers in the possession of the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party may elect to terminate this Agreement, the payments to the Contractor shall be pro-rated as of and to the date of termination.
- 5) Each party agrees to hold harmless, defend and indemnify the other against any claims, demands, proceedings, actions, damages, costs and expenses incurred as a consequence of its negligence, willful misconduct and/or its failure to fulfill its obligations and responsibilities under the terms of this Agreement.
- 6) The Contractor agrees that the County is to be exempt from any and all liability for any damage, injury or death to person or property of the Contractor, including the Contractor's agents, servants, employees and business invitees, experienced during the delivery of services detailed in this Agreement.
- 7) The Contractor agrees that they will, at their own expense, at all times during the term of this agreement, procure and maintain in force a policy of general liability insurance, with minimum coverage of \$1,000,000 written by an insurance carrier licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The Contractor agrees to have the County named as additional insured on a primary basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination.
- 8) Contractor agrees to meet with the County on reasonable notice and at reasonable times and locations to permit the County to inspect or audit any and all files controlled or supervised by the Contractor under this Agreement.
- 9) The Contractor shall not display the County's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the Contractor, but shall be permitted to use the Oneida County Public Market logo for the purposes of this Agreement.

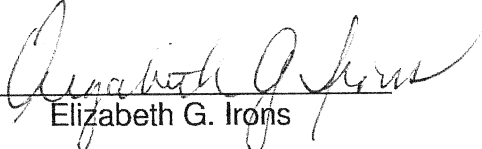
- 10) It is expressly agreed that the relationship of the Contractor to the County shall be that of an independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- 11) All notices required herein shall be served on or mailed to the parties at the addresses indicated above.
- 12) This Agreement, comprised of the above written terms, shall constitute the entire understanding between the County and the Contractor. This Agreement may only be modified by written amendment signed by the parties.
- 13) The Contractor shall keep confidential all records, documents, reports and information obtained in the course of her performance under the terms of this agreement unless the disclosure of such records, documents, reports and information is allowed or governed by the laws of the State of New York.
- 14) This Agreement shall be governed by the laws of the State of New York.
- 15) The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida County

Elizabeth G. Irons

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

By:   
Elizabeth G. Irons

Approved as to Form only

\_\_\_\_\_  
County Attorney's Office

**APPENDIX A**  
**Contractor's Proposal of Services to be Provided**

October 25, 2013

Dennis Davis, Commissioner  
Oneida County Department of Public Works  
6000 Airport Road  
Oriskany, New York 13424

Dear Commissioner Davis,

I am contacting you in response to the Request For Proposal for Marketing & Management Services for the Oneida County Public Market. I have served as the Market Manager for this growing market for two years. Over that time, the Market has experienced significant growth in the number of vendors who participate and the number of people who utilize the market as a source of high quality, wholesome, locally produced foods and products. It is my wish to continue in this role, to continue to grow the Public Market and ultimately to help establish it as an independent organization that complements Oneida County's investment in the historic REA wing of Union Station.

This proposal will illustrate the accomplishments of the Public Market in the achievement of benchmarks characteristic of a successful market. It will further suggest possible paths going forward to establish the Oneida County Public Market as a self-sustaining organization committed to the continued operation of the Public Market and the development of the REA wing as a community centered activity hub.

I look forward to working with Oneida County to achieve this for the Oneida County Public Market. Please contact me at (315) 765-1865 or by email at [egirons@hotmail.com](mailto:egirons@hotmail.com) to discuss this opportunity. Thank you.

Sincerely,

  
Elizabeth G. Irons



## **Marketing and Management Services Oneida County Public Market**

After just three years, the Oneida County Public Market has achieved national recognition as #61 of 101 Best Farmers' Markets in America, ([www.thedailymeal.com](http://www.thedailymeal.com), Aug. 27, 2013).

The criteria for this notable distinction included:

- "What's at the Market" - the quality, number, and variety of products sold and the availability of each vendor's background information;
- "Street Credibility" - what people are saying about the market, what kind of fan base it has on Facebook, Twitter, and Yelp, and any awards or recognition it's been given; and,
- "When it's Open," - how often the market is open weekly and year-round.

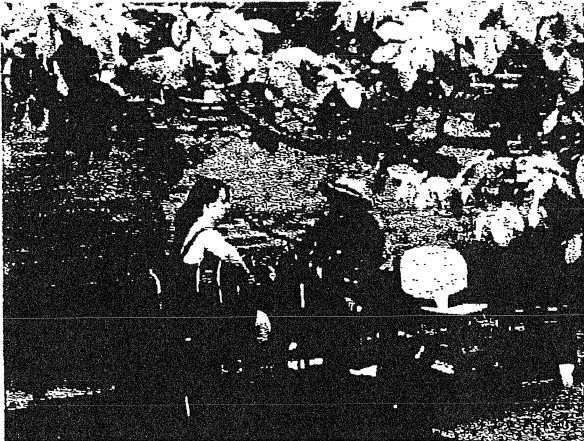
**SO THE WORD IS OUT . . .** Oneida County is successfully creating a place where people from different ethnic, cultural, and socioeconomic backgrounds can come together to support each other and the sustainable practices that local farmers employ to grow the food we eat and produce the products we enjoy. The Market is linking urban and rural economies by providing revenue streams and low-risk opportunities for vendors – while promoting public health and meeting the demand for fresh produce and other local agricultural products. And, with a solid market plan, good business mix and innovative management, the Oneida County Public Market is having a positive impact in the regeneration of the Bagg's Square neighborhood by creating an active public gathering place for both residents and visitors.



**THE TIME IS NOW . . .** Bagg's Square is the oldest and most visible entryway into the City of Utica, and until recently, it was one of Utica's most disinvested and vacant commercial centers. Along with the ongoing renovations at Union Station, the expansion of the Auditorium and arrival of the Comets, the announcement of Quad C and NANO Utica, and neighboring the highly visible improvements around Harborpoint, the Bagg's Square area is experiencing a quiet surge of entrepreneurship. A group of private entrepreneurs is working individually and collectively to modernize aging and decrepit structures, while preserving the historic fabric of the neighborhood. The Oneida County Public Market is helping to fast-track their momentum.

**THE TEAM IS IN PLACE . . .** While the Market has experienced some real successes in a short period of time, its full potential to grow and benefit farmers, vendors, customers and the community has yet to be realized. This proposal illustrates the current management's plan to increase the Market's revenue through partnerships, strategic marketing, and new product development. The goal for 2014 and beyond is to expand the market as a community gathering place that is economically sustainable and impactful for the vendors, the City of Utica, Oneida County and the Mohawk Valley region.

The following pages highlight activities at the 2013 Oneida County Public Market and with continued support from the County administration, some or all of the "Forward Thinking" proposed activities could potentially be implemented for new growth and sustainability during 2014 and beyond.



## **COMMUNITY OUTREACH**

### **Consumer Initiatives**

The Oneida County Public Market will continue to be a Mohawk Valley hub for information and partnerships - teaching skills and expanding knowledge about food and agriculture.

***The Market Manager will . . .***

- ***Create publications*** designed to educate the food desert populations regarding the availability and positive effects of locally grown products. Materials will be on display at the Market, senior housing units, municipal/government locations and schools. Information regarding the Market will be e-mailed to organizations serving youth and low to moderate income people. Products may include posters, banners, literature-palm cards, brochures, and Powerpoint presentations for group gatherings, all which highlight the positive effects of locally grown foods.
- ***Update and maintain the Oneida County Public Market Website*** and social media sites including Facebook, twitter, blogs etc. on a regular basis.
- ***Attend regular/monthly meetings and participate in conference calls*** to include the Mohawk Valley Food Action Network; Oneida County Food Policy Advisory Council; Bagg's Square Association; Mohawk Valley Farmers' Market Manager Alliance.
- ***Develop and maintain partnerships*** with area non-profits/groups to promote community outreach goals.
- ***Review existing policies and procedures, and rules and regulations*** relating to vendor spaces.

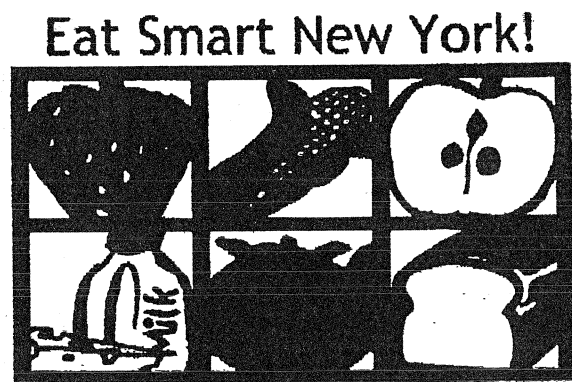
## 2013 Activity – The Market Shuttle

***The Oneida County Public Market loves our seniors!*** Market management accompanies staff from Oneida County Office for the Aging and Continuing Care to local senior centers and apartment complexes to meet with members and distribute information and bus schedules for free shuttle service to the Market. Funding has been secured to again offer this service during the holiday/winter season.

Via a partnership with the Mohawk Valley Resource Center, the same services will be available for Utica's ever-growing Immigrant and Refugee members. The Center is helping to promote this service through the production and distribution of multiple language flyers.

## 2013 Activity – Eat Smart NY

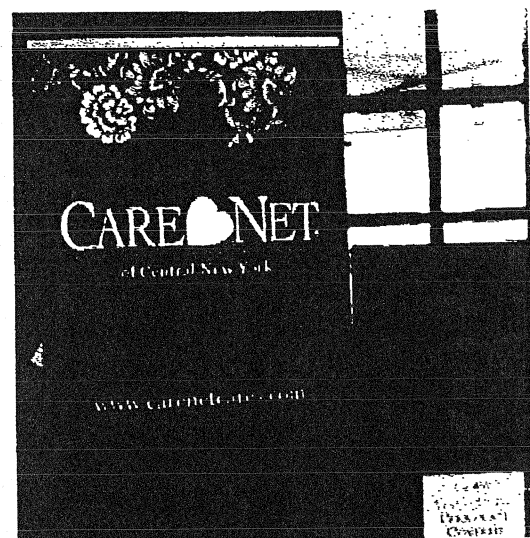
***The Oneida County Public Market is child-friendly!*** For 5 weeks through June and July, 2013 (to be continued in 2014) a designated table in a high traffic area was manned by Eat Smart NY staff from Cornell Cooperative Extension (CCE) of Oneida County. This partnership provided interactive games and a CCE educator demonstrate easy and delicious ways to make healthier food and snack choices. Recipes were provided to children and parents to make the featured food or snack at home - along with take-away samples.



**Eat Better For Less!**

## 2013 Activity – A Free For All

***The Oneida County Public Market provides FREE advertising!*** One free booth was provided at each market session to a community group or non-profit enabling them to promote their mission and services to the community. In 2012, a total of 14 groups took advantage of this opportunity for free exposure. For 2013, 20 groups have participated, providing a variety of offerings including voter registration, flu shots, pet adoption, landmark preservation, adult learning, environmental education and senior services. Hosting these groups helps to strengthen the Market's connections to the community and helps to drive additional attendance.



## Forward Thinking . . . *the Oneida County Public Market could have . . .*

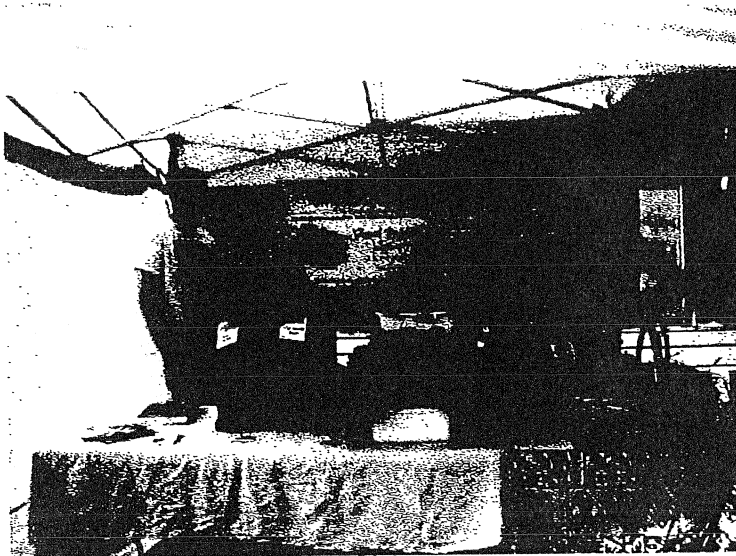
- **FREE weekly demonstrations and taste tests** of seasonal cooking, composting, gardening techniques, etc. from “guest” chefs and presenters, and the list goes on.
- **“Meet the Writer” book signings** highlighting local celebrities with a focus on healthy eating, gardening, food preservation, local history, etc.
- **A scholarship fund** established with help from the Community Foundation for high school graduates, enabling them to enroll in classes or to pursue degrees focused on the business of farming and agriculture.
- **Cooperative Extension workshops** hosted by CCE, for students and local farmers to network and discuss important issues.
- **Bi-monthly school presentations**, delivered by the Manager, to schools and organizations to highlight the benefits of eating locally grown, fresh fruits and vegetables.
- **A Public Market (local recipe) Cookbook** that is developed, published and sold as a consumer initiative and fundraiser for the Market.
- **Frequent shopper cards and rewards** - punched by vendors. For every \$50 or \$100 spent the shopper receives a reusable tote or a Bagg’s Square T-Shirt – sponsored by the Bagg’s Square Association.
- **Power of Produce** for children under the age of 12 can spend free tokens on fresh fruits and vegetables, empowering them with the decision-making process, teaching them how to develop good shopping habits and helping them learn how to manage their money. Participation in this program will encourage longer family visits and will support the growing sense of community that is developing during market sessions – sponsored by local financial institutions.

## MANAGEMENT

### **Vendor Recruitment**

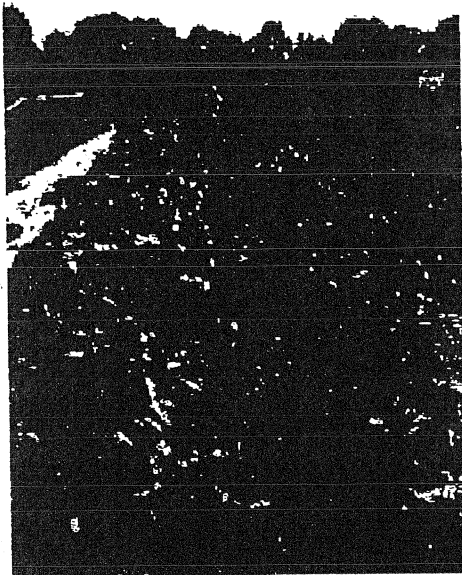
The Market Manager will create and execute an outreach program via visits to area farmers’ markets and through regular email blasts, mailings, and research. As the coordinator and

Point-of-contact for vendors, the Manager will update the vendor application and policies and procedures annually and post details and applications on the website. A database of vendor participants will be maintained to include their contact information, product description and special booth requirements (accessibility, power, etc.)



The Manager will process vendor applications, collect booth fees, coordinate dates and create (and update) spacing maps for all markets (summer, holiday, winter). The coordination of all required permits, licenses, inspection certificates, insurances and a database of contact information for appropriate state and federal offices will be the responsibility of the Market manager. The manager will be required to monitor and assess weekly vendor participation, attendance, etc.

Weekly EBT logs will be completed and monthly reports will be submitted to Farmers Market Federation of NY. EBT receipts and a Fresh Connect matrix will be completed and scanned for processing and delivery of redemption checks and to manage EBT tokens and equipment.



### **2013 Activity – Down on the Farm**

***The Oneida County Public Market Loves farmers!*** The Manager conducts visits to farms of participating vendors to understand the process behind the production of products sold at market and the dynamics of farm operations. The visits demonstrate farmer investments and enable the Market Manager to assist the farmers to become vendors and to improve the impact of their contributions to the quality of the market. The establishment of a positive, supportive market atmosphere from the vendor perspective encourages them to refer other vendors to the market. Increased participation translates to increased exposure of their products and ultimately increased sales.

## 2013 Activity – On the Road Again

***The Oneida County Public Market uses Best Practices!*** Attending other farmers' markets throughout the region and beyond enables the Manager to interact with potential new vendors and strengthens relationships with other market managers. Site visits and participation in the Mohawk Valley Farmers' Market Managers Alliance helps the Manager to network and identify best practices.

## 2013 Activity – Christmas on Main Street

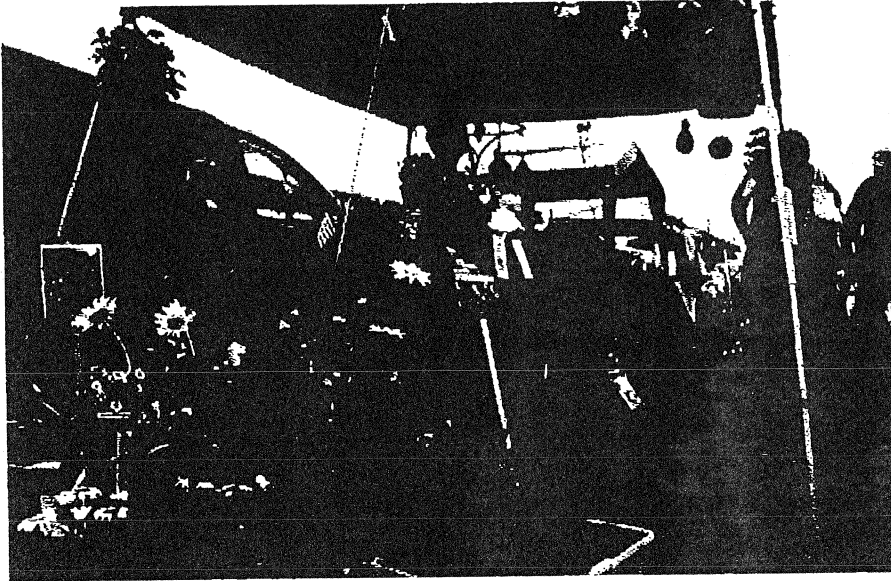
***The Oneida County Public Market works with partners!*** Market vendors will join with the Christmas on Main organizers and the GE Elfuns as they land Santa to meet with thousands of visitors to the Utica community. The event will include food, entertainment and sales, sales, sales.

## Forward Thinking . . . *the Market Management can . . .*

- ***Hold a “Growers Meeting”*** (several months before the market opens) to remind growers of the opening day's date and timelines; to distribute the market rules and application packets; and, to provide growers with marketing tips (pricing, packaging, cash handling, displays, and marketing) to enhance their experience.
- ***Add vendors and new products*** to provide an enhanced variety - fruits and vegetables, baked goods, dairy, meat, poultry, and much more to increase the draw and spending by market customers. A more diverse group of farmers will help create a more exciting and sustainable market, and will provide opportunities for different types of products to attract repeat customers.
- ***Recruit immigrant farmers and vendors*** to help them become more accustomed to the community and to introduce their locally grown and native agriculture products.

## Management

Vendor applications will be received, updated, reviewed and maintained annually and made available publicly via the website. A marketing plan will be developed, reviewed and assessed each year. All required documentation related to the nature of the product(s) being offered by the vendor will be reviewed and confirmed with each application.



Booth fees will be collected and tracked throughout the year. Dates for the holiday and winter markets, held inside Union Station, will be secured with the completion of “use permits” that are obtained from and filed with Oneida County.

### **2013 Activity – On the Map in the Mohawk Valley**

***The Oneida County Public Market maps its members!*** Booth maps are consistently developed and maintained for each session, providing location identification for customers and vendors. Some booths are marketed on a short term basis to attract new products for the market and to build vendor confidence in a market setting. This contributes to the Market’s reputation of quality and variety.

### **2013 Activity – Someone’s Listening**

***The Oneida County Public Market asks for input!*** Annual surveys are distributed to get direct feedback from all participating vendors as to what worked and what didn’t for them. Surveys equip management with the most relevant information relating to how to manage and sustain the market. The information gleaned from surveys is the basis for vendor training sessions offered annually.

### **Forward Thinking . . . Management activities could include a . . .**

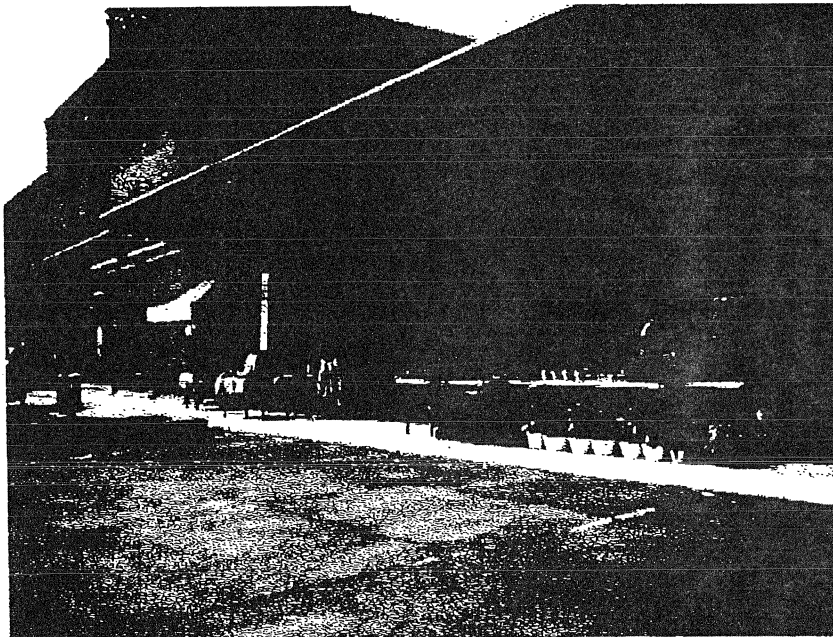
- ***Vendor Speaker Series*** to feature local, regional and national experts on alternative growing techniques, ways to increase the growing season, direct marketing, and other topics relevant to vendor participation in a farmers’ market setting. Local businesses might be recruited to sponsor each speaker.
- ***Vendor Newsletter or Listserv*** to put farmers/vendors in direct contact with each other, professionals, organizations and services related to selling at a farmers’ market.

- ***Oneida Public Market blog*** is maintained by the Manager who addresses issues and interests directly related to the Public Market, Union Station, development of the REA wing for expansion of the Market space. Etc.

## **OPERATIONS**

The Market Manager will be accessible to the vendors to address concerns and issues. Market day can present unexpected and unanticipated issues with vendor placement, maneuvering of vehicles on and around the market space and safety before, during and after the market session. Management will be present prior to, during and after each market session to insure an organized and safe market session for all involved.

### **2013 Activity – Open for Business**



***The Oneida County Public Market is prepared!*** The Manager opens the market space early to insure cleanliness and security for vendor set up. The REA wing is opened and adjustments are made to accommodate the vendors expected for the day. Indoor and outdoor booth spaces were clearly marked and numbered to facilitate smooth placement of all vendors.

Designated booths for EBT services and Market merchandise sales are coordinated. All vehicle traffic is prohibited in and through the market space to insure safety of vendors and visitors.

### **2013 Activity – On the Record**

***The Oneida County Public Market follows the rules!*** To remain in good standing with nutritional programs in place, the Manager maintains and regularly submits reports required for EBT and Fresh Connect services.



## **2013 Activity – Statistically Speaking**

***The Oneida County Public Market tracks its success!*** Market statistics are recorded and tracked for each session to follow growth and trends throughout the season and year. This data is compiled and reported to the county via reports submitted annually. The interpretation of this information helps to guide development of activities at the market, and enables the Manager to better understand what other factors in the community compete with attracting a larger market audience.

## **2013 Activity – Community Stewards**

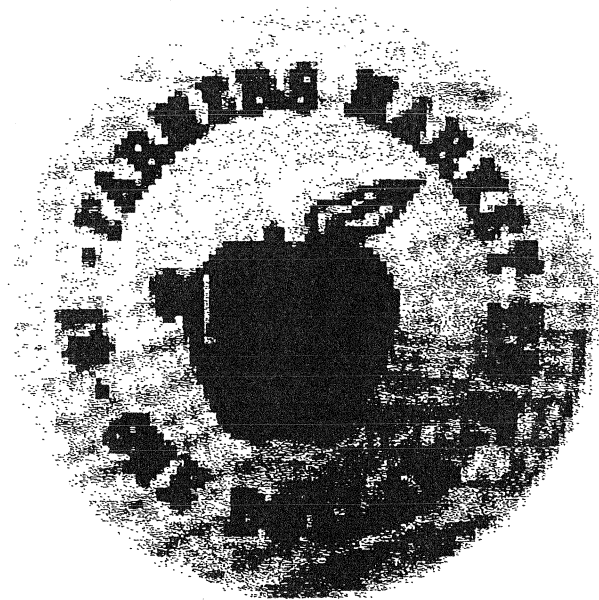
***The Oneida County Public Market loves volunteers!*** The Market Manager utilizes a college intern through Workforce Development to collect, collate and track data at each market session. The intern assists with data collection related to customer attendance, vendor attendance and demographics. Community volunteers are utilized to help with EBT and market merchandise booths. Training is provided to insure volunteers are familiar with acceptable practices and handling of market merchandise and services to maintain accurate and professional presentations.

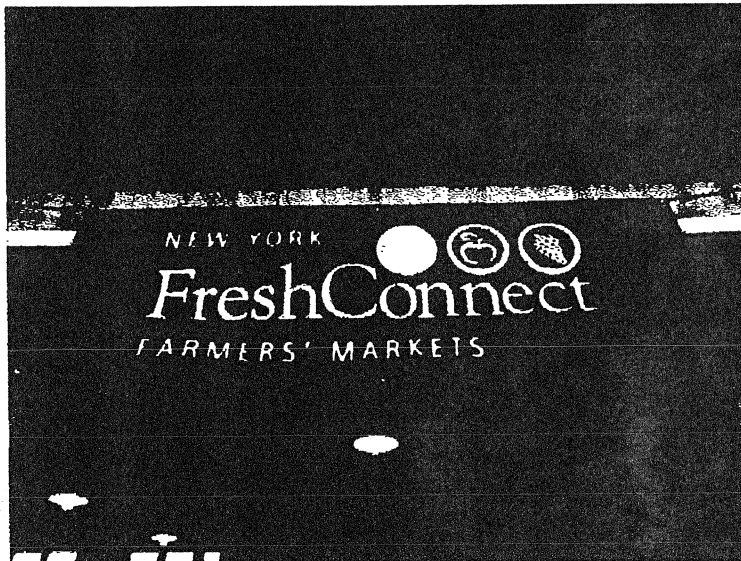
## **2013 Activity – Certified Good Food**

***The Oneida County Public Market is there for Veterans!*** Through a partnership with the Veterans Outreach Center, the Public Market became a USDA Certified Market in 2012, enabling those vendors who offer food products approved for purchase through this program (fruits and vegetables) to become certified and accept these coupons for purchases. This certification enables them to expand their customer base. In 2012, the market had 6 certified vendors participating. That year, the Market successfully solicited an additional 8 participating vendors to complete their certification for participation. In 2013, an additional 3 participating vendors become certified.

## **2013 Activity – Benefitting All**

***The Oneida Public Market is certified!*** With USDA certification, the Oneida County Public Market is able to offer EBT services to those consumers that participate in the Supplemental Nutritional Assistance Program (SNAP), formerly known as food stamps.





Additionally, with the purchase of \$5.00 in SNAP tokens, each consumer receives an additional \$2.00 coupon through the Fresh Connect Program, increasing their buying power at the Public Market by 40%.

### **2013 Activity –Eating Well**

#### ***The Oneida County Public Market Hosts Seniors!***

Partnering with the Oneida County Office of the Aging and Continuing

Care facilitates getting the message to area seniors as to what is available at the market. The market has hosted senior sessions in August of 2012 and 2013 to distribute Senior Farmers' Market Nutrition Program (SFMNP) coupon books. Seniors came to the Market to pick up the coupon books and immediately began using the coupons with certified market vendors.

### **Forward Thinking . . . What if the he Public Market had . . .**

- ***A Health Bucks Program*** certification in the Food Bank of CNY Health Bucks program is possible to further extend the buying power of those most at risk for accessibility to health food choices in the community
- ***A Partnership with Food Bank of CNY*** would enable active participation in addressing the hunger issues in our community through service as a satellite drop off location for fresh produce to be distributed to area kitchens and pantries
- ***A Market on Wheels*** will take the market those not able to get to there – many times, the most vulnerable.
- ***Community Garden Programs*** are perfect partners with community garden programs. The Oneida County Department of Health and For the Good's Utica Community Garden Programs promote home gardening, neighborhood gardening and direct marketing opportunities.
- ***More Volunteers*** via the Mohawk Valley Regional Volunteer Center.

**Food Bank  
of Central New York**

## **PROMOTION**

Market management will continue to employ a comprehensive marketing campaign to promote what is available throughout the year. The Market Manager will continue to develop strategic marketing schedules, ad placements, scripts for on air programs and ads and management of payment schedules with local media.

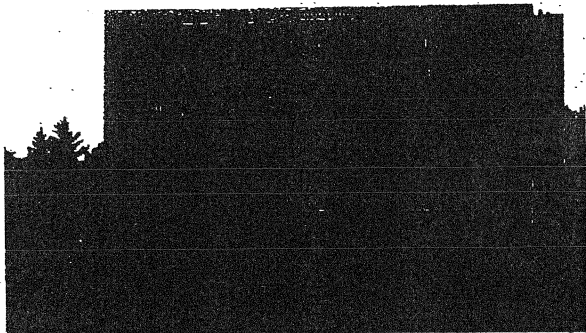
### **2013 Activity – Ringing Cash Registers**

***The Oneida County Public Market is on the air!*** The Market has been featured on episodes of “City Limits” and “Around CNY” television shows, in news clips with WKTV and WUTR, and in appearances on WKTV, WUTR, WIBX and WUTQ. Current market management has leveraged relationships with local radio and television to establish regular appearances on Fridays to promote the Saturday market sessions which has resulted in vendors experiencing increased sales of featured items and products, and an overall increase in attendance. In 2012, each market session averaged 538 visitors with an annual total of 12,394. To date for 2013, each market session is averaging 625 visitors (an increase of 14%) with overall attendance of 16,216 (up 37% over the same period in 2012.)

### **2013 Activity – Social Butterfly**

***The Oneida County Public Market is on FACEBOOK!*** Regular postings are made to the Market’s facebook page. The number of “likes” to the page, indicating those that follow and comment on the postings, grew from 702 “likes” in early 2012 to 1,357 (increase of 93%) at the time of the submission of this proposal. The Public Market website is also updated regularly with regard to seasonal changes, press releases issued and recent happenings impacting the Market or farmers’ market industry.

### **2013 Activity – Signs of Success**



***The Oneida County Public Market wants visitors!*** Billboards outside of Oneida County have been designed and displayed in both 2012 and 2013 with funding from the Oneida County Tourism Marketing Grant Assistance Program. These were strategically placed on main travels routes into the county from the south, east and west to drive additional traffic from travelers to the market.

## 2013 Activity – In Print

***The Oneida County Public Market makes the front page!*** Promotional rack cards were produced and have been placed at high traffic areas for travelers (hotels, visitor center, Union Station,) and with market vendors to promote the year round schedule of the Market, contact information, and Oneida County support of the market. Additionally, in a partnership with Cornell Cooperative Extension of Oneida County, a full color banner ad runs at the bottom of the front page of the local newspaper, Observer-Dispatch, and each Friday prior to every summer market session. This has proven to be one of the more effective promotional pieces according to verbal surveys done periodically with consumers during market sessions.

## 2013 Activity – Santa Comes to the Market

**The Oneida County Public Market is getting decked out for the holiday season!** In 2013, the Public Market is partnering with Christmas on Main Street. This popular holiday event is staged at Union Station and draws up to 4,000 people annually. This partnership will add a new aspect to this event and introduce market vendors to potential new customers.

## Forward Thinking . . . *What if the Oneida County Public Market had . . .*

- ***A Market newsletter*** to promote the Market with opportunities vendors with a featured grower in each issue. The newsletter could be distributed by postal mail (for those not having internet access or email,) posted on the website, with printed copies available at each market session to encourage people to sign up for delivery. The resulting database would be used to encourage membership in a “Friends of” or supporting organization.
- ***Support from Local Financial Institutions*** could help the Market manager to promote financial planning for retirement, establish accounts to grow savings, and encourage overall financial security
- ***CSA day*** would help promote the Market and a growing portion of the farming industry- Community Supported Agriculture. Consumers purchase “shares” of vendors’ farm production and receive fresh produce throughout the growing season. The Public Market could serve as the pick-up location for these shares, encouraging consumers to visit other vendors while at the market.

## EXPANSION AND SUSTAINABILITY

The successful establishment of the Public Market would not have been possible without the vision and initiative of County Executive Anthony J. Picente, Jr. and the dedicated support of Oneida County. With continued support, the Oneida County Public Market manager is ready to move to the next level. Current activities are focused on the maintenance of the market to continue to be able to offer the public a first rate market with high quality vendors and superior products. Future expansion would include promotion of the REA wing and surrounding area to public businesses and groups for use outside the established Saturday morning market session.

The Market Manager has concentrated on establishing a solid framework that works. Moving forward, all efforts must be sent on expanding the market in a sustainable way.

### **Forward Thinking . . . to be sustainable, the Oneida County Public market needs to . . .**

- **Create an Advisory Board** that supports operation of the Market - independent of municipal government. This group would work with the Manager to develop strategic planning to promote use of the REA wing and the surrounding space to host community based activities. Research as to other appropriate uses will help to identify potential groups and organizations that may utilize the space and fulfill the potential for alternate uses. The Manager will research best practices related to the use of similar spaces in other locations to maximize this potential, work with the County to develop joint use agreements for such events.
- **Install “Change Your Community” Donation Boxes** to be placed throughout the Market space to encourage “loose change” donations from consumers with the money collected to support the Market.



- **Plan and implement innovative fundraisers** like a “Grow Boxes for Sale” campaign at each market to encourage and educate individuals and families to grow produce at home. The self-contained boxes are designed for the gardening novice or lover of produce that does not have the time, space or skills to maintain a full scale garden. All proceeds from the sales would support the market.
- **Use the Bagg’s Square Monument Park** to physically expand the market. Additional outdoor

vending booths could be established during the summer season to take advantage of the historic park, encouraging traffic throughout Bagg's Square East with potential patronage of market visitors at other Bagg's Square properties.

- **Actively work with Rust2Green from Cornell University as well as MVCC, Utica College, and SUNY IT to develop the REA wing as part of a "livable community" in Bagg's Square East.**



The younger generations support a more open, urban lifestyle that is being generated in the Bagg's Square East and West areas with the development of loft apartments and downtown living/work spaces. The areas are within walkable distances from the Public Market space and will serve to drive attendance.



- **Work with Project for Public Spaces in tandem with the Rust2Green initiatives, to transform the REA wing and the surrounding public spaces into vital places that highlight local assets, spur rejuvenation**

and serve common needs. These initiatives help create and sustain public spaces that build stronger communities.

In closing, it is proposed that this position be a 30-hour per week position to support the additional time and effort necessary to continue the momentum that has been created by the Market and appropriately manage the additional tasks that will be needed to successfully bring the Oneida County Public Market to the next level toward sustainability. Current market management looks forward to discussing this opportunity and the continued growth and success of the Oneida County Public Market with you.

Respectfully submitted Friday, October 25, 2013  
Elizabeth G Irons

# ELIZABETH G. IRONS

403 Deland Drive ~ Utica, New York 13502 ~ 315-765-1865 ~ egirons@hotmail.com

**Profile:** Mission-focused, self-motivated, self guided, successful relationship builder, event planner, grant writer; Strong team player with task oriented focus on mission and goals; Effective communicator, comfortable with public speaking, ability to communicate message with passion, warmth, and integrity.

**Summary of Skills:** Executive level multi-tasking skills with ability to prioritize; proficiency with managing details with accuracy, discretion, confidentiality and appropriate level of urgency; strong comfort level with inter-personal communications; successful at initiating, building and maintaining relationships; researching and applying for relevant grant funding; and fostering community support.

## Recent Work Experience:

**Oneida County Public Market, Utica, New York. Market Manager, *March, 2012 – present.***

- Manage operation of weekly farmers' market at Union Station, Utica, New York.
- Establish, maintain and grow relationships with local farmers, food producers and artisans to present community with diverse and quality variety of vendors and items.
- Assist Oneida County with grant writing related to sustainability of the Public Market and restoration and preservation of historic Union Station.
- Growth of the Oneida County Public Market through the addition of quality vendors, establishing and maintaining relationships with the community and organizations/businesses within the community that support the Market and its vendors, and the addition of appropriate outreach and programs to meet community needs and attract consumers to the Market.
- Development and implementation of marketing and advertising plans to grow the Market.

**The Tailor and the Cook, Utica, New York. Hostess, *January, 2012 – present.***

- Assist Director of Operations with management of the front of the house for dinner service.
- Manage reservations via Open Table and through direct contact with guests.
- Manage operation of dining room, coordinating servers with tables, service with chefs during dinner service.
- Assist with office/business duties as requested.

**Utica Zoo, Utica, New York. Director of Development & Communications, *Aug, 2010 – March, 2011***

- Grant research, collaborating with staff for application program/project development.
- Donor solicitation, development and stewardship.
- Secured first major donor in organization's history (\$50,000+) to re-establish Endowment Fund to foster organizational sustainability.
- Special event planning, coordination, implementation and follow-up.
- Maintenance and growth of revenue generating programs: society membership program, animal adoption program, facility rental program.
- All aspects of public relations: press releases, development/placement promotional ads, scheduling and manning of promotional booths, appearances in community to increase awareness of organization, customer service, coordination of training for front-line employees.

Elizabeth G. Irons

- Assist Executive Director with daily operations of facility in whatever capacity needed.

**Utica Zoo, Utica, New York. Executive Director, *October, 2005 – July, 2010.***

- Oversight of daily activities of team of 15 full time employees, with up to 5 seasonal staff.
- Managed organization through life-threatening loss of funding in 2003-2004.
- Recognized absence of needed skills at board level and initiated re-development of the Board of Directors in 2006 with successful turnover of group within 12 months.
- Established/re-established positive relationships with local governments resulting in significant increases of support and funding over 5 years. County support up over 10% with a 40% increase in 2007. City support in place for 2010 after an absence of 10 years (\$62,000).
- Strengthened relationship with New York Power Authority, leading to infrastructure grants (\$80,000) motivating NYPA to permanently relocate annual Wildlife Festival to Utica Zoo.
- Successful development of organizational Strategic Plan with solicitation of grant awarded from Community Foundation of Herkimer and Oneida Counties (\$15,000.)
- Successfully solicited funding with local state officials to support operating expenses, (\$30,000-\$48,000 annually.) Additional state level funding successfully solicited to support infrastructure upgrades in Children's Zoo enclosures (\$20,000.)

**Utica Zoo, Interim Executive Director, *June, 2005-October, 2005.***

- Requested to serve by former Board President upon receipt of director's resignation.
- Oversaw daily operation of Utica Zoo with all related duties.
- Continued to maintain public relations responsibilities.

**Utica Zoo, Public Relations and Development Director, *February, 2003 – October, 2005.***

- Coordinated all special events; major events averaging annual increase of 15% net income.
- Established marketing plan to improve community awareness of organization and activities.
- Successfully applied for \$375,000 of grant funding, averaging \$125,000 per year.
- Oversaw administration and reporting of largest grant ever awarded to the Utica Zoo (\$250,000) from the US Department of Education.
- Performed as Executive Director in absence of Executive Director.
- Coordinated update and preparation of Utica Zoological Society Board of Directors Bylaws.

**Utica Zoo, Administrative Assistant/Membership Coordinator, *August, 2001 – February, 2003.***

- Growth of Society membership (38%) through focused, consistent attention to needs and timely response to renewals and requests.
- Growth of Animal Adoption program (60%) through focused, consistent attention to program needs and timely response to renewals and requests. Introduced special packages for school groups.
- Record keeping of all Society and staff meetings. Prompt preparation/distribution of minutes. Established "New Member" packet for board, maintained information in new employee packet.
- Development and distribution of bi-monthly member newsletter.
- Creation and coordination of bulk mailing of annual fund drive.
- Successful update of organization MSDS manual, facilitated staff training sessions to ensure adherence to OSHA regulations and recommendations.
- Assisted with special event planning, grant writing and special projects when requested.



**Education:**

**Bachelor of Arts, Zoology**, State University of New York, Oswego, New York

**Certification**, The Grantsmanship Center, Los Angeles, California

**Community and Professional Affiliations:**

**Bagg's Square Association**, Board of Directors, Vice President, *June, 2013 – present.*

**Oneida County Food Policy Advisory Council**, Board of Directors, Communications Chair, *May, 2013 – present.*

**Mohawk Valley Farmers Market Managers Alliance**, founding member, *May, 2013 – present.*

**Oneida County Convention and Visitors Bureau (dba: Oneida County Tourism.)** Board of Directors, *February, 2003 – present.* Executive Committee: Secretary, Marketing Committee, *January, 2008 – September, 2008.* Chair of the Board, *September, 2008 – September, 2012.* Just Past-Chair, *September, 2012 – present.*

**Professional References:**

**Diane Eggert, Executive Director**, Farmers' Market Federation of New York, Fayetteville, New York, 315-637-4690.

**Jim Manning, c/o Cornell Cooperative Extension of Oneida County**, Oriskany, New York, 315-272-9529.

**Mary Hall, Education Manager**, Utica Zoo, Utica, New York, 315-738-0472.

**David Dellecese, Public Affairs Specialist**, SUNY Institute of Technology, Utica, New York, 315-525-5880.

**Howard and Amanda Potter, Owners**, A&P Master Images, Yorkville, New York, 315-793-1934.

## **Professional References**

**Elizabeth G. Irons**

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c/o Cornell Cooperative Extension of Oneida County  
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Oriskany, New York 13424  
(315) 272-9529  
[jpm277@cornell.edu](mailto:jpm277@cornell.edu)

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

#### **4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

#### **5. Non-Assignment Clause.**

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

#### **6. Worker's Compensation Benefits.**

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

#### **7. Non-Discrimination Requirements.**

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

#### **8. Wage and Hours Provisions.**

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

#### **9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

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

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

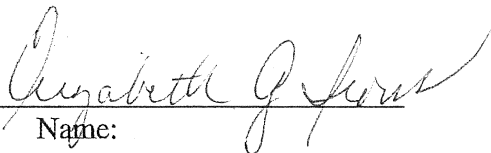
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_  
Oneida County Executive

By:   
Name: \_\_\_\_\_

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney



# 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

Frank D. Tallarino  
Minority Leader

February 11, 2014

FN 20 14-104

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

WORKERS COMPENSATION

WAYS & MEANS

Honorable Members:

At this time, I am forwarding you this letter to re-appoint Michael Lally as Workers Compensation Director for a two year term expiring December 31, 2015.

I respectfully request consideration of this appointment at the meeting of March 12<sup>th</sup>, 2014.

Very truly yours,

Gerald J. Fiorini  
Chairman of the Board

