



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION December 18, 2019

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2019-441	Airport, Ways & Means	
2020-007	Read & Filed	
2020-008	Public Works, Ways & Means	
2020-009	Economic Dev. & Tourism, Ways & Means	
2020-011	Health & Human Services, Ways & Means	
2020-012	Public Safety, Ways & Means	
2020-013	Public Safety, Ways & Means	
2020-014	Public Safety, Ways & Means	
2020-015	Public Safety, Ways & Means	
2020-016	Public Safety, Ways & Means	
2020-017	Public Safety, Ways & Means	
2020-018	Public Safety, Ways & Means	
2020-019	Public Works, Ways & Means	
2020-020	Public Works, Ways & Means	
2020-021	Public Works, Ways & Means	
2020-022	Public Works, Ways & Means	
2020-023	Public Works, Ways & Means	
2020-024	Public Works, Ways & Means	

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ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Clifford Kitchen ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

December 3, 2019

FN 20-007

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

READ & FILED

Dear Mr. Billard:

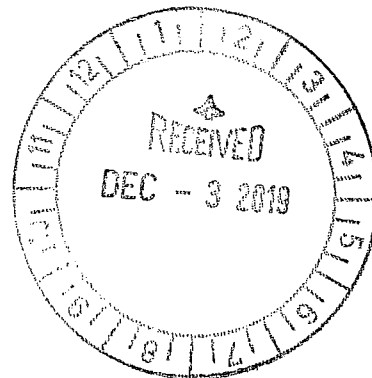
The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2020 through January 31, 2020 pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2020 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys
Brymer Humphreys
Chair, Farmland Protection Board

j





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

December 17, 2019

FN 20 19-008

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

PUBLIC WORKS

WAYS & MEANS

Re: Transfer of the Contract Administrator function to the Department of Public Works

County Executive Picente:

As part of a settlement agreement that settled a discrimination and failure to accommodate claim filed by Kimberly Strong Flint with the Division of Human Rights, and a grievance challenging discipline issued to Ms. Flint by me, it was agreed that the County would take all steps necessary under New York State Civil Service Law § 70 to transfer the function of Contract Administrator to the Department of Public Works. This resolution came about as a result of a need expressed by the Department of Public Works for a Contract Administrator to be responsible for both the numerous contracts that come through the Department of Public Works, and also to assist in administration and accounting in capital projects.

This will result in the Commissioner of Public Works becoming the appointing authority for the Contract Administrator for purposes of Civil Service Law. To that end, I request that the Board transfer the Contract Administrator function to the Department of Public Works pursuant to Civil Service Law § 70(2). I further request that the Board make any and all necessary budget transfers to effectuate action.

If you concur, please forward this request to the Board of Legislators for consideration at their next meeting.

Very truly yours,

Peter M. Rayhill
Peter M. Rayhill

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 12/17/19



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

FN 20 20-009

December 16, 2019

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

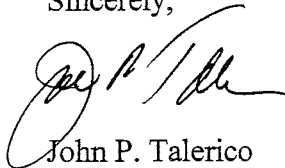
Dear County Executive Picente:

Attached for your review and approval is correspondence from Interim Commissioner of Planning, Regina Venettozzi, requesting the addition of the title Graphic Design Artist to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for this position.

The Interim Commissioner of Planning has expressed the need for a position that will create visual graphic materials to enhance and assist the existing programs in the department as well as other County departments. I recommend the salary for Graphic Design Artist be set at grade 27W, step 2 starting at \$40,697 (2020). I am not requesting any positions be created at this time.

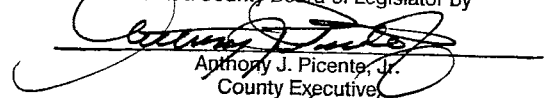
If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title of Graphic Design Artist to grade 27W, step 2 starting at \$40,697 (2020).

Sincerely,



John P. Talerico
Commissioner

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



Anthony J. Picente, Jr.
County Executive

Date 12/12/19

Enclosures (2)

cc: Regina Venettozzi, Interim Commissioner of Planning
County Attorney
Budget



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

ANTHONY J. PICENTE, JR.
County Executive

REGINA A. VENETTOZZI
Interim Commissioner

December 12, 2019

John Talerico
Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

WAYS & MEANS


Dear Commissioner Talerico:

The Department of Planning is in need of visual graphic materials to be prepared in print and Web-based formats that use computer assisted design techniques. Examples of the materials that would enhance and assist the existing programs in our department are report preparation, informational/educational presentations and printed documents for other County departments. Currently the Department of Planning does not have this type of position and would greatly benefit from this addition, as would other County departments.

I respectfully request to create the title of Graphic Design Artist for Oneida County. This position does not currently exist for Oneida County but is available for Oneida-Herkimer BOCES.

Thank you for your assistance in this matter.

Sincerely,


Regina A. Venettozzi
Interim Commissioner

DEC 13 2019
REGINA A. VENETTOZZI
Interim Commissioner

Jurisdictional Class: Competitive
EEO Category: Technicians
Revised: 12/10/2019

GRAPHIC DESIGN ARTIST

DISTINGUISHING FEATURES OF THE CLASS: This position designs and executes visual graphics for use in print, video and web materials using computer assisted design techniques. The duties involve responsibility for planning and carrying out promotional and informational materials. The work is performed under the general direction of a higher level supervisor with wide leeway allowed in carrying out the details of the work. Supervision over the work of others is not a responsibility of employees in this class. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Designs and creates graphics and art work for newsletters, brochures, signs, posters, presentations, videos and the Web;
Takes photographs to be used for the publication of a variety of media and news story presentations;
Crops, sizes and retouches photographs for use in publications;
Works with printers, proofs materials to be printed, maintains up-to-date mailing lists and generates a variety of material to be distributed to the community;
Gathers information from a variety of sources to provide informational document, which are useful and provide direction and information to various groups;
Aids in preparation of graphic displays and exhibits to enhance the description of various member school programs;
Designs and drafts logos or other graphic representations for departments;
Aids others in editing publications;
Takes video and audio to be used in a variety of presentations and for the Web;
Assists others in planning booklets, pamphlets, newsletters, leaflets, lecture and other materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of graphic techniques; good knowledge of the tools, terminology and equipment used in the preparation of graphics; good knowledge of basic concepts and terms used in printing and reproduction related to the areas of photography and publication layout and design; good knowledge of methods and procedures of producing, publishing and distributing printed and electronic informational materials; ability to plan, design and prepare attractive graphics and illustrative materials; ability to edit and proofread written material; ability to translate ideas into finished graphic products; ability to use computer assisted design techniques in preparation of presentations; ability to follow oral and written directions; artistic and creative ability; ability to get along well with others.

continued...

MINIMUM QUALIFICATIONS: Either:

- A. Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in graphic art, design, art, commercial art or a closely related field, which included computer assisted design techniques; **OR**
- B. Graduation from high school or possession of a high school equivalency diploma **AND** two (2) years of experience in a position involving graphic design, graphic illustration or commercial art, which included computer assisted design techniques.

Adopted: 06/13/2012

Revised: 12/10/2019

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501



ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

December 13, 2019

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

FN 20 20-011

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

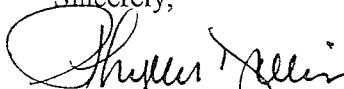
Attached are two (2) copies of an Agreement between Oneida County through its Health Department and Health Research, Inc. This Agreement provides grant funds from the Overdose Data to Action Program (OD2A) to build upon the County's current use of data to fight the opioid epidemic.

The term of this Agreement shall commence on September 1, 2019 and remain in effect through August 31, 2020. The OD2A grant total is \$172,000 which includes an initial maximum reimbursement of \$72,000 and \$100,000 in restricted funds which may become available at a later date.

This Agreement is being forwarded for signature after the commencement date due to unexpected delays in receiving the agreement from Health Research Inc.

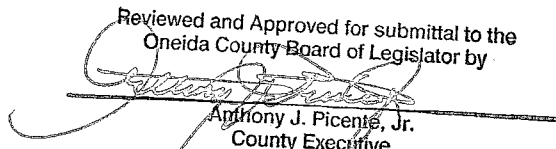
If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,


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

attachments
CM

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


Anthony J. Picente, Jr.
County Executive

Date 12/17/19

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Health Research, Inc.
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

Title of Activity or Service: Overdose Data to Action

Proposed Dates of Operation: September 1, 2019 through August 31, 2020

Client Population/Number to be Served: All County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** Overdose Data to Action grant funds will be used to expand the County's current data utilization to fight the opioid epidemic and reduce opioid deaths.
- 2) **Program/Service Objectives and Outcomes:** Reduce overdose deaths by using real-time data.
- 3) **Program Design and Staffing:**

Total Funding Requested: \$72,000.00 Guaranteed **Expense Account:** A4019
(\$100,000.00) Restricted **Revenue Account:** A3484

Oneida County Dept. Funding Recommendation: \$172,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: The total amount of this grant is \$172,000 and will be disbursed in two parts. Up to \$72,000 is available immediately for reimbursable expenses. The remaining \$100,000 is restricted for use at a later date.

AGREEMENT

This Agreement, made this _____ day of _____, 2019 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY, 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 1NU17CE9249740100, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

OD2a - Building Local Health Department Capacity

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 09/01/2019
- "Contract End Date": 08/31/2020
- "Total Contract Amount": \$172,000
- "Maximum Reimbursable Amount": \$72,000
- "HRI Project Director": Gelberg, Dr. Kitty
- "Required Voucher Frequency": Monthly
- "FAIN Number": NU17CE924974
- "HRI Contract Number": 6169-01
- "Catalog of Federal Domestic Assistance Number": 93.136 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [x]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [x]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department
Federal ID: 15-6000460-
DUNS#:075814186

Cheryl A. Mattoni
Name: Cheryl A. Mattoni
Title: Executive Director

Name:
Title:

EXHIBIT A

ODZA for LHDs - Work Plan and Progress Report Template

LHD Name: Oneida County

Category 1: Integrate and empower local prevention and response efforts									
Optional Strategy: Develop actionable products for prevention efforts -- toolkit(s), action guide(s), technical assistance resources, etc.									
Specify topic: <i>Stigma, Prevention, Local Opioid Resources</i>									
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status	Progress Notes		
				Start Q	End Q				
Select topic & target audience	Lisa Worden, OCHD	Health Department, Opioid Task Force		1	1				
Create or identify existing materials that can be integrated into new product	Lisa Worden, OCHD	Health Department, Opioid Task Force	Foster Martin Advertising	1	1				
Construct background/contextual info/purpose	Lisa Worden, OCHD	Health Department, Opioid Task Force	Foster Martin Advertising	1	2				
Create or identify tools to collect feedback and evaluate impact of campaign	Lisa Worden, OCHD	Health Department, Opioid Task Force	Foster Martin Advertising	1	2	Requires NYSDOH approval prior proceeding.	Additional information required prior to proceeding.		
Create or adapt planning tools for product (timelines, action items, to-do lists, etc.)	Lisa Worden, OCHD	Health Department, Opioid Task Force	Foster Martin Advertising	1	2				
Submit draft to NYSDOH	Lisa Worden, OCHD	Health Department		1	2				
Run Campaign/Disseminate Materials	Lisa Worden, OCHD		Foster Martin Advertising	3	4				

Commented [SL(1)]: What exactly are you proposing. Is this a media campaign. Or a toolkit. All campaigns need pre approval by NYSDOH and must complement the work of DOH and connect to a workplan strategy and include Harm Reduction Messages. What exactly will Foster Martin be doing?

ODZA for LHDs - Work Plan and Progress Report Template

Category 1 Successes:
Category 1 Barriers:
Category 1 Request for TA/Training:
Category 1 New partnerships and/or resources developed:

Category 2: Build capacity for more effective and sustainable local prevention and response efforts						
Required Strategy: Ongoing participation in meetings and training needs assessments and submit at least two success stories by 08/31/2020						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status
				Start Q	End Q	
Respond to any training needs assessments, and participate in webinars, regional conference calls, 1:1 calls with Region Lead, and attend in-person meetings/trainings	Lisa Worden, OCHD	Health Department, Mental Health Department, Overdose Response Team		1	4	
Receive success story template from NYSDOH	Lisa Worden, OCHD	Health Department, Mental Health Department, Overdose Response Team		1	4	
Determine success story topics	Lisa Worden, OCHD	Health Department, Mental Health Department, Overdose Response Team		1	4	
Submit draft success stories to NYSDOH	Lisa Worden, OCHD	Health Department, Mental Health Department, Overdose Response Team		1	4	

ODZA for LHDS - Work Plan and Progress Report Template

Category 3: Implement evidence-based/evidence informed prevention and response strategies						
Optional Strategy: Establish Linkages to Care in Emergency Departments						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe	Status	Progress Notes
				Start Q End Q		
Convene a team of hospital ED representatives, public health and mental health staff to assess individual hospital needs for implementation of buprenorphine in ED.	Lisa Worden, OCHD	Oneida County Health and Mental Health, Mohawk Valley Health System, Rome Memorial Hospital	Consultant provider (i.e. Dr. Joshua Lynch)	1 4		
Identify ways in which ODZA grant may assist in resources gaps identified in the assessment.	Lisa Worden, OCHD	Oneida County Health and Mental Health, Mohawk Valley Health System, Rome Memorial Hospital		1 4		
Link hospitals to subject matter expertise to assist with training, barriers, challenges, policies and procedures	Lisa Worden, OCHD	Oneida County Health, NYSDOH, Consultants		1 4		
Successes:						
Barriers:						
Request for TA/Training:						
New partnerships and/or resources developed:						

Category 3: Implement evidence-based/evidence informed prevention and response strategies						
Optional Strategy: Establish Linkages to Care by expanding/integrating Peer Support Services						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe	Status	Progress Notes

OD2A for LHDs - Work Plan and Progress Report Template

	Contributing Partners	Start Q	End Q	
Identify an agency that can assist in advancing at least 2 trained CRPA to becoming advanced CRPA with training and work hours completed to support ODMAP overdose victim follow up.	Lisa Worden, OCHD	1	1	
Initiate any necessary contracts for project implementation with defined scope of services	Lisa Worden, OCHD	1	2	
Implement work: training, employment outreach, etc. The contractor will assist in transitioning the identified peer(s) from OASAS training/certification, work hour requirements and/or securing employment in an OASAS certified agency so that they meet the certification and supervision qualifications needed to deploy them to make follow up home visits with ODMAP overdose victims.	Lisa Worden, OCHD	2	4	
Successes: Barriers: Request for TA/Training: New partnerships and/or resources developed: Continued outreach to Hello Health for collaboration				

Commented [SL(3)]: please provide more detail. It is unclear as to how employment ties into linkage of care.

Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe	Status	Progress Notes
				Start Q	End Q	
Category 3: Implement evidence-based/evidence informed prevention and response strategies Optional Strategy: Provider and Health System Support						

ODZA for LHDs - Work Plan and Progress Report Template

Provide 2 buprenorphine waiver trainings	Lisa Worden, OCHD	Health Dept., Mental Health, NYSDOH, Bup Trainers	Bup Waiver Trainer(s)	1	4	
Provide providers with educational opportunities that address the stigma and misconceptions associated with buprenorphine prescribing	Lisa Worden, OCHD	Health Dept., Mental Health, NYSDOH, Bup Trainers, ACR Health, Local Providers	Subject Matter Experts (i.e., Dr. Kelly Ramsey)	1	4	
Successes:						
Barriers:						
Request for TA/Training:						
New partnerships and/or resources developed:						

Category 3: Implement evidence-based/evidence informed prevention and response strategies

Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status	Progress Notes
				Start Q	End Q		
Explore online scheduling platforms within EHR and/or regional RHIO to build and expand systems for effective referral networks	Lisa Worden, OCHD	Health Department, Mental Health Department, HealthConnections, Treatment Providers	Consultant HealthConnections	1	2		
Initiative contract for project implementation with defined scope of services	Lisa Worden, OCHD	Health Department, Mental Health Department, HealthConnections, Treatment Providers	Consultant HealthConnections	1	2		
Implement referral platform	Lisa Worden, OCHD	Health Department, Mental Health Department, HealthConnections, Treatment Providers	Consultant HealthConnections	3	4		
Successes:							

ODZA for LHDS - Work Plan and Progress Report Template

Barriers:
Request for TA/Training:
New partnerships and/or resources developed:

Category 3: Implement evidence-based/evidence informed prevention and response strategies

Optional Strategy: Partner with Public Safety

Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status	Progress Notes
				Start Q	End Q		
Conduct inventory of all potential real-time overdose data sources available to enhance overdose surveillance (i.e., ODMAP real-time data surveillance, hospital inpatient and outpatient data, law enforcement drug investigations, EMS, Social and Child Protective Services, treatment programs, forensic, drug court, 2-1-1 information and referral calls, and/or Naloxone administration programs data).	Lisa Worden, OCHD	ODMAP Overdose Response Team	HealthConnections, IT Specialists (To Be Determined)	1	1		
Integrate data sources where possible using ODMAP's API	Lisa Worden, OCHD	ODMAP Overdose Response Team		2	4		
Collaborate with HIDTA DIO to assess feasibility of developing a process to follow up with law enforcement agency drug investigators to confirm if the initial suspected drug identified in ODMAP is accurate and to collect and track confirmed drug information.	Lisa Worden, OCHD	ODMAP Overdose Response Team		1	3		
Integrate real-time overdose surveillance data from identified sources into ODMAP Overdose Weekly Report for sharing to mobilize action.	Lisa Worden, OCHD	ODMAP Overdose Response Team		2	2		

ODZA for LHDs - Work Plan and Progress Report Template

Assess tool for tracking outcomes and peer follow up for overdose victims captured in ODMAP to identify gaps and needs for improvement.	Lisa Worden, OCHD	ODMAP Overdose Response Team	1	2		
Collaborate with Mohawk Valley Crime Analysis Center, HIDTA, IT Specialists and HealthConnections to develop secure technology to better track ODMAP victim biographical data to better track, analyze and evaluate impact of peer follow up visits; demographic subsets (i.e. age groups, race/ethnicity, gender, geography), generate on-demand custom and pre-set analytical reports, identify vulnerable at-risks individuals (i.e. multiple overdoses, children, individuals not being captured in ODMAP) and enhancing security and integrity of the victim overdose data.	Lisa Worden, OCHD	ODMAP Overdose Response Team Mohawk Valley Crime Analysis Center, HIDTA,	1	4	IT Specialists and HealthConnections	
Initiate any necessary contracts for project implementation with defined scope of services	Lisa Worden, OCHD		1	2	IT Specialist	
Design/implement tracking tool	Lisa Worden, OCHD		3	4	IT Specialist	
Provide ongoing real-time overdose surveillance data that can assist with targeted and strategic prevention, treatment, recovery, harm-reduction, and law enforcement interventions in high-risk areas	Lisa Worden, OCHD	ODMAP Overdose Response Team	1	4		
Successes:						
Barriers:						
Request for TA/Training:						
New partnerships and/or resources developed:						

OD2A for LHDs - Work Plan and Progress Report Template

Category 3: Implement evidence-based/evidence informed prevention and response strategies

Optional Strategy: Expand Access to Naloxone and Harm Reduction Education

Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status	Progress Notes
				Start Q	End Q		
Establish relationship with training providers	Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health, Center for Family Life & Recovery	ACR Health, Center for Family Life & Recovery and/or other identified trainers	1	2		
Initiate any necessary contracts for project implementation with defined scope of services	Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health, Center for Family Life & Recovery	ACR Health, Center for Family Life & Recovery and/or other identified trainers	1	2		
Identify targeted audiences	Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health, Center for Family Life & Recovery	ACR Health, Center for Family Life & Recovery and/or other identified trainers	2	2		
Conduct Naloxone Trainings	Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health, Center for Family Life & Recovery	ACR Health, Center for Family Life & Recovery and/or other identified trainers	2	4		
Conduct Harm Reduction education/training for treatment providers	Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health, Center for Family Life & Recovery	ACR Health, and/or other identified trainers	2	4		
Successes:							
Barriers:							
Request for TA/Training:							
New partnerships and/or resources developed:							

Commented [SL4]: Center for Family Life and Recovery would not be appropriate for Harm Reduction Training. Contract with ACR Health for Harm Reduction.

Commented [SL5R4]: Center for Family Life and Recovery is not an approved agency for harm reduction training.

**New York State Department Of Health
Health Research, Inc. - Overdose Data to Action
EXHIBIT B - Budget**

Contractor : Oneida County Health Department
Contract Period : September 1, 2019 - August 31, 2020
Contract # : (for DOH use only)
HRI Account # : 15-0991-01

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ -	\$ -	\$ -
FRINGE BENEFITS	\$ -	\$ -	\$ -
SUPPLIES	\$ 5,000	\$ -	\$ 5,000
TRAVEL	\$ 1,000	\$ -	\$ 1,000
EQUIPMENT	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ 1,000	\$ -	\$ 1,000
CONTRACTUAL / CONSULTANT	\$ 65,000	\$ -	\$ 65,000
ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -
SUBTOTAL	\$ 72,000	\$ -	\$ 72,000
RESTRICTED (For NYSDOH use only)	\$ 100,000	\$ -	\$ 100,000
TOTAL :	\$ 172,000	\$ -	\$ 172,000

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature: _____ Date: _____

Supplies

Contractor: Oneida County Health Department
Contract Period: September 1, 2019 - August 31, 2020

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office Supplies	\$ 2,000
Program Materials	\$ 3,000

Total Supplies Requested: \$ 5,000

Justification

Office supplies and equipment for (e.g., pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc.). This includes supplies to support partnership meetings, presentations, etc.

Program supplies such as ODMAP material for law enforcement such as visor clips, care kits for peer follow up visits and other supply items to support implementation of grant strategies. "Care Kits" would be packets that could be distributed to overdose victims by peer response agencies and other partners interacting with overdose victims; they could be a vinyl/fabric packet that can fit cards about local treatment and harm reduction services and Narcan Kits as supplied by the agency and NOT the Health Department. Additional items may be identified by partners to support overdose victims - these will be identified in the planning process; these will be sent to NYSDOH for approval prior to purchasing.

Additional Visor clips/inserts will be purchased if additional ones are needed for law enforcement vehicles. These remind offers to call in overdose information to ODMAP hub

NYSDOH NOTE: All Opioid Education/Outreach materials and Advertising/Media messages must be approved prior to incurring costs.

Supplies include items that do not exceed the \$1,000 threshold

Travel

Contractor: Oneida County Health Department
Contract Period: September 1, 2019 - August 31, 2020

Travel: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

<u>Purpose/Destination</u>	<u>Amount</u>
Mileage and Travel costs to grant related conferences, regional meetings, and events	\$ 1,000

Total Travel Requested: \$ 1,000

Is mileage requested (personal auto or agency auto) x Yes
 No

Justification

Registration fees, personal auto mileage, travel, lodging and meals for Staff participating in opioid grant activities including in-person and/or web-based local, regional and national meetings, conferences and other Opioid-related trainings.

Miscellaneous

Contractor: Oneida County Health Department
Contract Period: September 1, 2019 - August 31, 2020

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

<u>Item Description</u>	<u>Amount</u>
Printing	\$ 1,000

Total Miscellaneous Requested : \$ 1,000

Justification

Printing: In house and professional printing of signs, posters, and other opioid educational materials for community distribution, handouts, and meeting and training materials for grant activities.

NYSDOH NOTE: All Opioid Education/Outreach materials and Advertising/Media messages must be approved prior to incurring costs.

Subcontracts/Consultants

Contractor: Oneida County Health Department
Contract Period: September 1, 2019 - August 31, 2020

SUBCONTRACTS / CONSULTANTS:
 Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. All subcontracts entered into must be executed as *luna* non cost reimbursable unless otherwise approved. All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.

Agency / Name	Description of Services Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	Amount
HealtheConnections	<p>Period of Performance: Sept. 1, 2019 - August 31, 2020</p> <p>Scope of Work: HealtheConnections (HeC) will work collaboratively with Oneida County Health Department (OCHD) to identify enhancements, integration capabilities, and maintenance of the customized Oneida County Opioid Dashboard based on de-identified, real-time HIE data for patients residing in Oneida County and make it available to OCHD via HeC's myData platform. Provide Consultant to assist with development of hospital ED community referral platform</p> <p>Method of Accountability: Contractor will report to and collaborate with the OD2A program and/or designated staff to ensure deliverables are met. Contractor will submit a proposal for scope of work to be approved by OCHD</p> <p>Detailed Budget and Justification: \$15,000 (Estimate - Request for Statement of Work will be submitted by the contractor to OCHD for identified projects.) Scope of work and costs to be developed.</p> <p>NYSDOH Note: Provide additional information for the scope of work and detailed budget and justification. A budget modification with these details is required, prior to entering into agreements and incurring costs.</p>	\$ 18,000
Naloxone and/or Harm Reduction Trainer - Center for Family Life & Recovery and/or ACR Health or other qualified trainer	<p>Period of Performance: Sept. 1, 2019 - June 30, 2020</p> <p>Scope of Work: Trainer to INCREASE NUMBER OF PEOPLE TRAINED IN OVERDOSE RECOGNITION AND RESPONSE INCLUDING THE PROVISION OF NALOXONE in identified community settings</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD OD2A Program Coordinator and/or designated staff to ensure deliverables are met.</p> <p>Detailed Budget and Justification: Quotes to be requested. Fee for service per session for previous sessions \$250 - \$900 (trainings)</p>	\$ 12,000
Peer Capacity Building - Center for Family Life and Recovery or other qualified partner	<p>Period of Performance: Sept. 1, 2019 - June 30, 2020</p> <p>Scope of Work: Trainer to increase the number of OASAS Certified Peer Recovery Advocates available to support the ODMAP victim follow up.</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD OD2A Program Coordinator and/or designated staff to ensure deliverables are met.</p> <p>Detailed Budget and Justification: Quotes to be requested. Fee for service - scope of work and costs to be developed in planning process</p> <p>NYSDOH Note: Provide additional information for the scope of work and detailed budget and justification. A budget modification with these details is required, prior to entering into agreements and incurring costs.</p>	\$12,000
Bup Waiver Trainers - Dr. Kelly Ramsey	<p>Period of Performance: Sept. 1, 2019 - August 31, 2020</p> <p>Scope of Work: Trainers to provide two buprenorphine waiver trainings for local medical providers</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD PHERP Coordinator and/or designated staff to ensure deliverables are met.</p> <p>Detailed Budget and Justification: \$1,500 per training to pay for one trainer @ \$750 each, trainer/TA fee</p>	\$ 3,000
FoersterMarketing Services and/or Townsquare Media	<p>Period of Performance: Sept. 1, 2019 - August 31, 2020</p> <p>Scope of Work: Development and/or printing of marketing materials for Opioid Spike Response Team, Naloxone Trainings, Opioid education and stigma education and/or other grant activities. Developing web landing page to support Opioid Response Team activities</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD OD2A Program Coordinator and/or designated staff to ensure deliverables are met.</p> <p>Detailed Budget and Justification: Fees and services vary. Proposal requested for identified projects. Scope of work and costs to be developed in planning process.</p> <p>NYSDOH Note: Provide additional information for the scope of work and detailed budget and justification. A budget modification with these details is required, prior to entering into agreements and incurring costs.</p>	\$ 20,000
Total Subcontracts/Consultants Requested :		\$ 65,000

Restricted

Contractor: Oneida County Health Department
Contract Period: September 1, 2019 - August 31, 2020

FOR NYSDOH USE ONLY

<u>Purpose/Destination</u>	<u>Amount</u>
These restricted funds allows for increased funds to be awarded to the contract in the event additional funds become available.	\$ 100,000

Total Restricted: \$ 100,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to grants@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Exhibit "C"

Reporting and Vouchering

The **Reporting Frequency** for this Contract shall be:

Monthly

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

Grants Administration
NYSDOH
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

grants@health.ny.gov



To All HRI Subcontractors:

Attached are the Health Research, Inc. (HRI) voucher and report of expenditures forms. Your organization must use these forms for all vouchering under HRI subcontracts. **NOTE: If your organization inputs the HRI voucher forms into a computer program, please be sure copy matches the attached.** Contact HRI Subcontract Unit if you would like the voucher form in an excel file.

HRI would like to clarify items noted as being areas of misunderstanding in voucher preparation in an effort to expedite the vouchering and reimbursement process:

Cover (First) Page: The individual signing for the subcontractor organization, by signing the voucher is certifying to the following:

- 1) Expenditures represent the costs actually incurred by the subcontractor organization either directly in performance of or properly allocable to the subcontract.
- 2) That the subcontractor has on file documentation to support allocation of such costs to the agreement in accordance with applicable regulations and approved budget.
- 3) That costs claimed were incurred within the dates specified on the voucher.
- 4) That the claim is just, true, and correct.
- 5) That no part of the claim has been paid by HRI or any third party and that the balance is actually due and owing.
- 6) Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures – Salary Expense – List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense –

- All equipment should be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately on the expense page.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial # (where applicable), check #, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order # must be referenced on the invoice.
- Please denote whom the equipment is for, and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Miscellaneous - HRI requires a breakdown for the following **Miscellaneous** expenses: *(Please note that this is a list of most common Misc.-Other expenses. If there is something that does not appear on this list, or if unsure of what support may be needed, please contact HRI Subcontract Unit)*

- **Space** - If the contractor is vouchering for Miscellaneous - Space, all rental location addresses **MUST** be listed on the voucher. A complete street address, with city, state and zip code is required.

- **Stipends** - For all types of stipends, list type of stipend and cost per each, or actual receipts/invoices.
- **Nutritional / Patient Incentives** - # of incentives, cost per incentive and description of incentive, or actual receipts/invoices.
- **Food / Refreshment / Meeting Costs** (in excess of \$100) - This can be provided in two different ways. (1) # of persons attending meeting and cost per person; **or** (2) copies of receipts showing what was purchased. Receipts may not include bottle deposits or tax amounts.
- **Staff training / development** - how many staff and at what cost per staff person, date of training.
- **M&R expense (maintenance and repairs expense)** - provide breakdown of what was repaired and cost for each repair.
- **Speakers** - rate per hour and # of hours and date of engagement.
- **Honoraria** - cost per honorarium.
- **Recruitment costs** – breakdown of costs
- **Participant Costs** - # of participants/cost per person, date of activity, type of activity, or actual receipts/invoices.
- **Conference Costs / Luncheons**- # of participants / cost per person, date of event, or actual receipts/invoices.
- **Tax** is not allowable.
- **Bottle Deposits** are not reimbursable.

(Please keep in mind HRI reserves the right to request additional backup documentation for items that may be listed on any voucher submitted or to institute specific documentation requirements in the contract itself).

Report of Expenditures - Subcontract/Consultant – The name, hours worked and rate of pay must be included in the “Notes” section of this form. HRI will accept an invoice as support for the consultant expense.

Indirect Costs (IDC)/Administrative – If contractor has a federally approved IDC rate, it must be noted on the top right hand corner of the Report of Expenditures. The expense must work out to the percentage of the federally approved rate or lower. Federal regulation allow for 10% Modified Total Direct Cost (MTDC) de minimus (see definition) – Expense claimed based on this must exclude the below items if included on the voucher.

Definition MTDC: MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

In general, Subcontractors are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your HRI subcontract can be charged against your HRI subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement. Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, HRI will not

permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Considerations for Cost Reimbursable Subcontracts: Only those costs incurred to conduct the HRI subcontract activity may be charged to the HRI subcontract. If the approved budget includes costs that will be allocated (costs that benefit both the HRI subcontract activity and some other activity at the organization) these costs must be allocated in the proportion to which those costs support each of those activities. This allocation should be used consistently throughout the organization (if applicable). Additionally, *costs must be incurred before billed for. Charging for anticipated expenses or before actually disbursing funds for those expenses is not permitted and is contrary to the certification made on the face page of the voucher.*

Budget flexibility - May be a percentage per budget line or a percentage of the total budget amount depending on the contract agreement.

- If the contract states 25% line item budget flexibility, the contractor may voucher for up to 25% over each specific line as long as there is savings on another line to compensate for the overage.
- If the contract states 25% total budget flexibility, the contractor may voucher on a specific line for a total of up to 25% of the total budget as long as there is savings on another line to compensate for the overage.
- Under no circumstances can the contractor voucher for more than the total budget.
- Re-budget is required if contractor is billing against a budget line that was not in the original budget or over budget flexibility.

Re-budgeting: If a re-budget is necessary in order to meet the goals of the agreement, such re-budgets should be submitted before incurring expenses. *Any expenses incurred by the subcontractor before receipt of approved budget modification are at the subcontractor's own risk.*

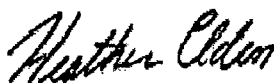
Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of the end of the claim period. Voucher frequency, monthly or quarterly, is indicated on the agreement cover page. Final vouchers must be submitted within 60 days of the termination date of your contract (unless otherwise noted in your agreement) and should be marked as "**FINAL VOUCHER**".

Final Voucher: After the final voucher is received, reviewed and processed by the HRI Subcontract Unit it goes to the HRI Audit Unit where a review of all the vouchers paid against the contract is performed to ensure that all categories reimbursed have been properly claimed. At this time, the contractor may be asked for additional information with regards to any and all vouchers previously paid by HRI. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

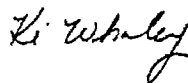
Vouchers can be submitted electronically to your Contract Manager listed in Exhibit "C" of the contract.

If you have any questions regarding the attached forms, please contact your Contract Manager or the HRI Subcontract Unit at (518) 431-1200 or at subcon@healthresearch.org.

Sincerely,



Heather Elden
Contract Administrator



Ki Whaley
Contract Administrator



Katherine Hamel
Asst. Contract Administrator

**Health Research, Inc.
150 Broadway, Suite 560
Menands, NY 12204**

HRI Account # : _____
Contract Dates : _____
HRI Contract # : _____

Contractor:

Project Director: _____

Payees Reference: _____

Report for Period : _____

<u>Budget Items</u>	<u>Budget Amount</u>	<u>Expenditures Prior Periods</u>	<u>Expenditures Current Period</u>	<u>Expenditures to Date</u>	<u>Balances</u>
Salaries*	\$0		\$ -	\$ -	\$ -
Fringe Benefits	\$0	\$ -	\$ -	\$ -	\$ -
Supplies	\$0	\$ -	\$ -	\$ -	\$ -
Travel	\$0	\$ -	\$ -	\$ -	\$ -
Equipment*	\$0	\$ -	\$ -	\$ -	\$ -
Miscellaneous*	\$0	\$ -	\$ -	\$ -	\$ -
Contractual*	\$0	\$ -	\$ -	\$ -	\$ -
Admin / Indirect*	\$0	\$ -	\$ -	\$ -	\$ -
Restricted	\$0				\$ -
TOTALS	\$0	\$ -	\$ -	\$ -	\$ -

Total Current Expenses: \$ _____ -

* Note - Please use attached Report of Expenditures to provide detail.

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)

Approvals:

PI/Contract Manager: _____

Admin: _____

HRI: _____

Contractor:

Signature: _____

Name: _____

(please print)

Title: _____

Email: _____

Phone: _____

Date: _____

ORGANIZATION: _____

FOR THE PERIOD : _____

SALARY EXPENSES

A	B	C	D	E	F	G	H	I	J
TITLE AND NAME	ANNUAL SALARY	ACTUAL % OF EFFORT WORKED FOR PERIOD CLAIMED	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	PAY PERIOD COVERED	# OF PAY PERIODS FOR PERIOD CLAIMED	TOTAL EXPENSE TO DATE	NOTES
								\$	
								\$	
								\$	
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								\$	

TOTAL: \$ -

By submission of this claim, contractor certifies that it has on file and available for audit by HRI, personnel activity reports supporting allocation of the above salary expenses to the activity authorized under its contract with HRI.

- A) Enter the name and title of the employee claimed (one employee per line)
- B) Enter the salary that would be earned if the individual worked for 12 months at the current rate of pay
- C) Enter the ACTUAL effort percentage worked by the employee for the period claimed
- D) Enter the budgeted salary amount of the employee
- E) Enter the cumulative prior expenses vouchered for the employee
- F) Enter the amount being claimed on the current voucher for the employee
- G) Enter the pay periods being claimed on the current voucher for the employee
- H) Enter the # of pay periods being claimed on the current voucher for the employee
- I) Enter the total expense being claimed to date for the employee (E+F)
- J) Enter the notes needed to explain the amounts claimed

ORGANIZATION: _____

FOR THE PERIOD: _____

EQUIPMENT EXPENSES

ITEM OF EXPENSE* List each item of equipment below	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE	NOTES
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
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				\$ -	

TOTAL: \$

- *PLEASE PROVIDE AN ITEMIZATION OF CHARGES
- 1. INVOICES MUST BE DATED WITHIN CONTRACT PERIOD. IF INVOICE IS DATED AFTER END OF CONTRACT PERIOD, A PURCHASE ORDER DATED WITHIN THE CONTRACT PERIOD MUST BE SUBMITTED
- 2. PAYMENT INFORMATION MUST BE INCLUDED FOR EACH ITEM OF EQUIPMENT, EITHER COPY OF CANCELLED CHECK OR CHECK # AND CHECK DATE
- 3. SERIAL NUMBERS FOR ALL ITEMS OF EQUIPMENT MUST BE ATTACHED

ORGANIZATION: _____

FOR THE PERIOD: _____

MISCELLANEOUS EXPENSES

ITEM OF EXPENSE	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE	NOTES
Rent/Space Costs**				\$ -	
Telephone				\$ -	
Other*				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL: \$ -

*PLEASE PROVIDE AN ITEMIZATION OF CHARGES

**INCLUDE LOCATION OF PROPERTY, ANNUAL RENT COSTS AND LESSOR OF SPACE

ORGANIZATION:

FOR THE PERIOD:

SUBCONTRACT/CONSULTANT EXPENSES*

CONTRACTOR CONSULTANT NAME	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	PERIOD OF SERVICE	TOTAL EXPENSE TO DATE	NOTES
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	

TOTAL: \$

*INCLUDE HOURS WORKED, RATE OF PAY AND NAME OF CONSULTANT

ORGANIZATION: _____

CONTRACT #: _____

FEDERAL IDC RATE _____%
FOR THE PERIOD: _____
BASED ON _____

ADMINISTRATIVE / INDIRECT EXPENSES

ITEM OF EXPENSE	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE	NOTES
Admin/Indirect Cost				\$ -	

TOTAL: \$ -

*IF THERE IS NO FEDERAL INDIRECT COST RATE AGREEMENT ON FILE WITH HRI, METHODOLOGY FOR THE ALLOCATION OF ADMINISTRATIVE COST TO THIS PROJECT MUST BE PROVIDED

EXHIBIT D

1. DATE ISSUED *MM/DD/YYYY* 08/12/2019
 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 93.136 - Injury Prevention and Control Research and State and Community Based Programs

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. 1 NU17CE924974-01-00 Formerly
 5. TYPE OF AWARD Other

4a. FAIN NU17CE924974
 5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
 From 09/01/2019 Through 08/31/2022

7. BUDGET PERIOD *MM/DD/YYYY*
 From 09/01/2019 Through 08/31/2020

8. TITLE OF PROJECT (OR PROGRAM)
 New York State - Overdose Data to Action

DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Centers for Disease Control and Prevention
 CDC Office of Financial Resources

2939 Brandywine Road
 Atlanta, GA 30341

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
 Section 311(c)(1) of the PHS Act (42 USC § 243(c)(1))

9a. GRANTEE NAME AND ADDRESS
 HEALTH RESEARCH, INC.
 150 Broadway Ste 560
 Corning Tower
 Menands, NY 12204-2726

9b. GRANTEE PROJECT DIRECTOR
 Mr. Michael A. Saglimbeni
 150 Broadway Suite 560
 Menands, NY 12204-2726
 Phone: 518-431-1200

10a. GRANTEE AUTHORIZING OFFICIAL
 Ms. Cheryl Mattox
 150 Broadway, Suite 560
 AIDS Institute
 Menands, NY 12204-2719

10b. FEDERAL PROJECT OFFICER
 Ms. Kimberly N Davis
 4770 Buford Hwy
 Atlanta, GA 30341-3717
 Phone: 404.639.1220

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 6,251,633.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	2,205,020.00	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	636,855.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 6,251,633.00	
c. Total Personnel Costs	3,041,875.00	13. Total Federal Funds Awarded to Date for Project Period 6,251,633.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT	
e. Supplies	933.00	<i>(Subject to the availability of funds and satisfactory progress of the project):</i>	
f. Travel	50,176.00	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a. 2	d. 5
h. Other	47,370.00	b. 3	e. 6
i. Contractual	2,484,856.00	c. 4	f. 7
j. TOTAL DIRECT COSTS	5,625,010.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS	626,623.00	a. DEDUCTION	
l. TOTAL APPROVED BUDGET	6,251,633.00	b. ADDITIONAL COSTS	
m. Federal Share	6,251,633.00	c. MATCHING	
n. Non-Federal Share	0.00	d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:

Barbara (Rene) Benyard, Grants Management Officer, Team Lead
 2939 Flowers Road
 Mailstop TV2
 Atlanta, GA 30341-6509
 Phone: 770.488.2757

17.OBJ CLASS	41.51	18a. VENDOR CODE	1141402155A1	18b. EIN	141402155	19. DUNS	157119657	20. CONG. DIST.	20
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	9-939ZUCS	b.	19NU17CE924974OPCE	c.	CE	d.	\$6,251,633.00	e.	75-19-0952
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 08/12/2019
GRANT NO. 1 NU17CE924974-01-00	

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 08/12/2019
GRANT NO. 1 NU17CE924974-01-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/01/2019	08/31/2020	Annual	11/29/2020
09/01/2020	08/31/2021	Annual	11/29/2021
09/01/2021	08/31/2022	Annual	11/29/2022

AWARD ATTACHMENTS

NYS Dept of Health/Health Research Inc.

1 NU17CE924974-01-00

1. Terms and Conditions
2. Special Terms and Conditions
3. Summary Statement
4. PO Work Plan

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CE19-1904, entitled "Overdose Data to Action", and application dated April 29, 2019, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of \$6,251,633 is approved for the Year 01 budget period, which is September 1, 2019 through August 31, 2020. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

- Providing cross-site and recipient-specific surveillance technical assistance, such as providing tools to identify nonfatal and fatal drug poisonings using ICD-9-CM, ICD-10-CM, text searches of ED chief complaint and ICD-10 cause of death codes;
- Providing technical assistance to revise annual work plans;
- Assisting in advancing program activities to achieve project outcomes;
- Providing scientific subject matter expertise and resources;
- Collaborating with recipients to develop evaluation plans that align with CDC evaluation activities;
- Providing technical assistance on recipient's evaluation and performance measurement plan;
- Providing technical assistance to define and operationalize performance measures;
- Facilitating the sharing of information among recipients;
- Participating in relevant meetings, committees, conference calls, and working groups related to the cooperative agreement requirements to achieve outcomes;

Objective/Technical Review Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the CDC Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, October 1, 2019, will cause delay in programmatic progress and will adversely affect the future funding of this project.

Budget Revision Requirement: By October 1, 2019 the recipient must submit a revised budget with a narrative justification and SF424A. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Salaries and Wages: vacant staff positions must be filled in a timely manner. If not, CDC may use these unobligated funds to offset subsequent year's funding. For each requested position, provide the following information: 1) name of staff member occupying the position, if available; 2) annual salary; 3) percentage of time budgeted for this program; 4) total months of salary budgeted; and 5) total salary requested. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives.

Contractual Costs: TBD contractual costs missing required contractual elements. The missing contractual elements are listed below.

1. **Contractual Costs:** Name of Contractor: Identify the name of the proposed contractor and indicate whether the contract is with an institution or organization.
2. **Method of Selection:** State whether the contract is sole source or competitive bid. If an organization is the sole source for the contract, include an explanation as to why this institution is the only one able to perform contract services.
3. **Period of Performance:** Specify the beginning and ending dates of the contract.
4. **Scope of Work:** Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of program objectives. Deliverables should be clearly defined.
5. **Method of Accountability:** Describe how the progress and performance of the contractor will be monitored during and on close of the contract period. Identify who will be responsible for supervising the contract.
6. **Itemized Budget and Justification:** Provide and itemized budget with appropriate justification. If applicable, include any indirect cost paid under the contract and the indirect cost rate used.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period.**
Unobligated funds may be used for purposes within the scope of the project as originally approved. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

Program funds cannot be used for purchasing naloxone, implementing or expanding drug “take back” programs or other drug disposal programs (e.g. drop boxes or disposal bags), purchasing fentanyl test strips, or directly funding or expanding direct provision of substance abuse treatment programs. Such activities are outside the scope of this NOFO.

Indirect costs are approved based on the negotiated indirect cost rate agreement dated November 8, 2018, which calculates indirect costs as follows, a Provisional is approved at a rate of 20.6% of the base, which includes, direct salaries and wages including all fringe benefits. The effective dates of this indirect cost rate are from April 19, 2019 to March 31, 2021.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Darryl V. Mitchell, Grants Management Specialist
Centers for Disease Control and Prevention
OD, Environmental, Occupational Health & Injury Prevention Services Branch
2939 Flowers Rd
Atlanta, GA 30341
Email: dvm1@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIS). (45 CFR

75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

GMS Contact:

Darryl V. Mitchell, Grants Management Specialist
Centers for Disease Control and Prevention
OD, Environmental, Occupational Health & Injury Prevention Services Branch
2939 Flowers Rd
Atlanta, GA 30341
Telephone: 770-488-2747
Email: dvm1@cdc.gov

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Programmatic Contact:

Kimberly Davis Evans, Project Officer
Centers for Disease Control and Prevention
National Center for Injury Prevention and Control
4770 Buford Hwy S106-8
Chamblee GA 30341
Telephone: 404-639-1440
Email: xli5@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact:

Barbara (Rene') Benyard, Grants Management Officer
Centers for Disease Control and Prevention
OD, Environmental, Occupational Health & Injury Prevention Services Branch
2939 Flowers Rd
Atlanta, GA 30341
Telephone: 770-488-2757
Email: bnb8@cdc.gov

CE19-1904 Overdose Data to Action Terms and Conditions

Surveillance Activities

Recipients must meet reporting timelines for the Surveillance Strategies as outlined in the NOFO. Failure to meet reporting timelines for the selected tier and selected optional activities will result in a corrective action letter from the CDC Project Officer. Failure to meet reporting timelines may also result in a restriction of funds equal to the difference between the selected surveillance tier level and the level that reflects the recipients' reporting capabilities, or for the amount of the optional activity.

Unallowable Activities

Please note that regardless of the reviewer comments on the quality of a project proposal, the following activities are NOT allowable:

- Prohibited purchases: Naloxone/Narcan, syringes, fentanyl test strips, harm reduction kits, furniture or equipment (generally, but note that vehicles may be allowable expenses for linkage to care activities). Harm reduction and linkage to care activities are acceptable as long as they are not prohibited purchases.
- HIV/HCV/other STD/STI testing.
- Drug disposal. This includes implementing or expanding drug disposal programs or drug take back programs, drug drop box, drug disposal bags.
- The provision of medical/clinical care.
- Wastewater analysis, including testing vendors, sewage testing and wastewater testing.
- Research.
- Direct funding or expanding the provision of substance abuse treatment.
- Development of educational materials on safe injection.
- The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care.
- Public safety activities that do not include clear overlap/collaboration with public health partner and objectives.

Medication Assisted Treatment (MAT) Waivers

Funds can be used to support training and education around MAT waivers, **however**, OD2A funds cannot be used to pay for fees associated with providers obtaining waived status. This applies to both direct reimbursements and contracts. If training and waiver fee activities occur together, it must be clear that OD2A funds are not being used to cover the waiver fee itself. Other funding sources can be used to cover waiver fees.

Neonatal Abstinence Syndrome (NAS)

Please note that certain activities that cover neonatal abstinence syndrome (NAS) are allowable, while others are not. In particular certain NAS-related surveillance and prevention activities may be allowable; however funding collection of NAS surveillance data is not allowable. Some examples of what would be allowable (noted in the FAQs) include:

- Surveillance of linkage to care during or after pregnancy for mothers who use opioids during pregnancy.
- Tracking drug use patterns, overdose history, and linkage to treatment and risk reduction services for pregnant women.
- Linking data sources on pregnant women available at the state and local level.
- Prevention strategies and activities for pregnant women, infants born with NAS, and for healthcare provider/clinician support and education.

Control of Prescription Drug Monitoring Program (PDMP) Data

The recipient shall comply with Additional Requirement 25 and submit and comply with a Data Management Plan (DMP), which includes plans for archiving and long-term preservation of the data collected or acquired under this award. The recipient shall also retain all title held in controlled substance- or prescription data ("PDMP data"), collected or acquired with federal funds, that are stored in a database operated by or under the oversight of the recipient, whether or not the PDMP data are in existence at the date of award acceptance or compiled thereafter during this award's performance period. Upon request by the recipient at any time, all contractors and subrecipients (at any tier) shall promptly deliver to recipient the PDMP data in electronic format as exists on the date of the request by the recipient. The recipient shall ensure that any and all contractors and subrecipients (at any tier) acknowledge that the recipient retains ownership of and control over the PDMP data.

Prescription Drug Monitoring Program (PDMP) Data Sharing System:

For the purposes of this condition, a "PDMP system" is a local- or state-based data system that received federal financial assistance since 2002 under an award under this program for the reporting, collection, and use of PDMP data. "PDMP data" means controlled substance- or prescription data. "The PDMP hub" means Bureau of Justice Assistance (BJA) designated PDMP data sharing system.

The recipient must ensure that the recipient's PDMP system has the capacity to exchange data with other PDMP systems via the PDMP hub.

The recipient must allow other PDMP systems to exchange data via a direct connection to the PDMP hub with the recipient's system at no cost to the other PDMP systems or the federal government and regardless of what interstate data exchange system the recipient chooses to use.

The recipient must ensure that this requirement is reflected in all contracts or subawards, at any tier, with any vendor or subrecipient, at any tier, under this award.

The recipient must ensure that all contracts or subawards, at any tier, with any vendor or subrecipient, at any tier, working on the recipient's PDMP system provides the recipient with the option to use and connect to the PDMP hub to exchange PDMP data at the lower of—(1) actual cost; or (2) what would be (or in fact is) charged by the vendor or subrecipient for the use of any data exchange hub substantially equivalent to the PDMP hub.

Within ninety (90) days of accepting this award, the recipient must inform BJA of whether its PDMP system is connected to the PDMP hub or not. Failure to connect to BJA's designated PDMP data sharing hub may result in a failure to comply with the terms and conditions of the award. Additional conditions, and possibly other actions, such as temporary withholding of payments pending correction, may be imposed in accordance with applicable award regulations.

The recipient must notify BJA in writing within seven (7) business days if the connection to the PDMP hub experiences a sustained interruption of service lasting longer than six (6) hours.

Nothing in this condition prohibits the recipient from using or not using any data exchange system that is otherwise consistent with the requirements of this award (including those contained in this condition).

The provisions of this condition must be included in any subaward (at any tier).

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount –**
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.
3. **Administrative, Financial and Audit Regulations –**
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.
7. **Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York

against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) **Human Subjects, Derived Materials or Data** - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) **Laboratory Animals** - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) **Research Involving Recombinant DNA Molecules** - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.
- e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs.- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.

- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.
3. Program funds cannot be used for:
 - purchasing naloxone
 - implementing or expanding drug "take back" programs or other drug disposal programs (e.g. drop boxes or disposal bags)
 - purchasing fentanyl test strips, or directly funding or expanding direct provision of substance abuse treatment programs
 - Clinical care or direct patient care
 - purchasing incentives or promotional systems
 - research, fundraising or lobbying
 - construction or major renovations



HEALTH RESEARCH INCORPORATED

Date

On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. FFATA is intended to deter "wasteful and unnecessary" spending. Therefore, FFATA requires full disclosure to the public all entities or organizations **receiving federal funds**. HRI must track Federal funding to subrecipients in the amount of \$25,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number: 6169-01	Subcontract Dates: 9/1/19-8/31/20
Subcontractor Name: Oneida County	Amount of Award: \$172,000
CFDA #: 93.136	Funding Agency: CDC
Sponsor #: NU17CE924974	HRI Grant #: 15-0991-01
HRI Pj: Gelberg, Dr. Kitty	(For HRI Use Only) Executed Date:
Award Title: NYS Overdose Data to Action	

DUNS Number: _____

Subcontractor location including address: (zip code must include +4):

Subcontract primary performance location including address: **(zip code must include +4):**

Please provide a brief description of the project your organization is being contracted for:

Executive compensation data: Subcontractors are required to report the names and total compensation of the five most highly compensated officers if in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Check 'Yes' and complete below table if in the preceding fiscal year, your organization received 80%+ and \$25M+ in annual gross revenue from Federal awards and the public does not have access to Sr. Executive compensation otherwise check 'No'.

Yes No

	Name	Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

I certify that the above information accurately represents the organization for which I am an authorized representative.

Signature

Name - please print

Title

Email

Phone #

Date

Please return completed form electronically to HRIFATA@healthresearch.org



HEALTH RESEARCH INCORPORATED

Contractor:

Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY, 13501

HRI Account Number(s):

15-0991-01

Contract Date:

09/01/2019 - 08/31/2020

HRI Contract Number:

6169-01

Contractor Project Director _____**Payee's Reference #:** _____**Report for Period:** _____ to _____

Budget Items	Budget Amount	Cumulative Expenditures Prior Periods	Expenditures Current Period	Expenditures to Date	Balances
* Salary	\$0				
Fringe	\$0				
Supplies	\$5,000				
Travel	\$1,000				
* Equipment	\$0				
* Miscellaneous	\$1,000				
* Contractual	\$65,000				
* Admin/Indirect	\$0				
Deliverable	\$0				
Restricted	\$100,000				
Total Costs:	\$172,000				

Reimbursement Requested: \$**Expenditures under this contract may NOT exceed the maximum reimbursable amount of \$72,000.***** NOTE:** Please attach REPORT OF EXPENDITURES to provide detail.

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Approvals:**HRI PI/Contract Manager:** _____**Program Administration:** _____**HRI:** _____**Contractor****Signature:** _____**Name:** _____*(Please Print)***Title:** _____**Email:** _____**Phone #:** _____**Date:** _____



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derick O'Meara

Sheriff Robert M. Maciol

December 4, 2019

DEC 20 2019

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received insurance claims in the amount of \$3,490.51. These funds are earmarked for the purpose of repairing Oneida County Sheriff Vehicles. I would like to request a 2019 Supplemental Appropriation of Funds of \$3,490.51 to be used for this purpose. No county funds will be utilized.

I respectfully request your Board approval for the following **2019** supplemental appropriation:

TO:

A3110.4522 Automotive Repairs \$3,490.51

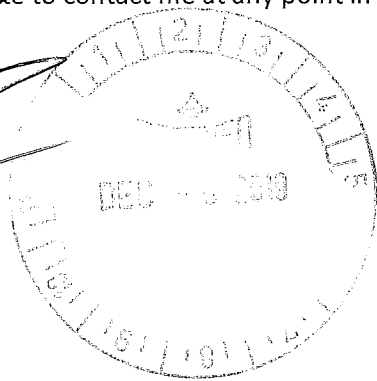
This supplemental appropriation will be fully supported by anticipated revenue in:

A2681 Insurance Recoveries - Sheriff \$3,490.51

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 12-6-19



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

December 10, 2019

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

FN 20 20-013

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP). Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award is \$13,824. The funds will be used for the jail's Black Creek's ACTS Global-Comprehensive Planning and Evaluation (Inmate Discharge Planning) software. I respectfully request that this matter be acted on at the Board of Legislators January 2020 board meeting. No county funds will be utilized.

The 2020 Supplemental Appropriation request is as follows:

Increase: A3152.492 Computer Software & Licenses \$13,824

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

Increase: A4250 Federal Aid-Alien Assistance \$13,824

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 12-11-19

Cc: Tom Keeler, Budget Director
Chief Lisa Zurek

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

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

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

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



ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.
County Executive

Thomas B. Keeler
Budget Director
TKeeler@ocgov.net

December 13, 2019

FN 20 20014

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

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Oneida County Public Defender's Office Criminal Division was awarded a grant from the New York State Office of Indigent Legal Services to establish a Regional Immigration Assistance Center. This grant is used to help improve the services provided under Article 18-B of the County Law and to aid in the development of partnerships with various region wide providers of services to the immigrant population. This partnership includes 16 local counties which make up the designated Central New York Region. The original term of this grant ran from November 1, 2015 through October 31, 2018. The grant term was subsequently extended to run through October 31, 2019. The within agreement will extend the grant term for another one year period ending on October 31, 2020.

If this meets with your approval, I would respectfully request that you forward the same to the Board of Legislators for their consideration.

Thank you for your assistance in this matter.

Respectfully,

Thomas B. Keeler
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 12/13/19

Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

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

Title of Activity or Service:

Extension to Regional Immigration
Assistance Center Grant

Proposed Dates of Operation:

November 1, 2015 to October 31, 2020

Client Population/Number to be Served:

Immigrants within a 16 County Region
of Upstate New York

Summary Statements

1) Narrative Description of Proposed Services

This an extension to a grant which has been allocated for support to establish the Regional Immigration Assistance Center. This grant is used to help improve the services provided under Article 18-B of the County law and the development of partnerships with various region wide providers of services to the immigrant population. The partnership includes 16 local counties which make up the designated Central New York Region.

2) Program/Service Objectives and Outcomes:

Funds are distributed to the Public Defender.

3) Program Design and Staffing: N/A

Total Funding Requested: \$1,350,000.00 **Account #** AA1170

Oneida County Dept. Funding Recommendation: \$1,350,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C000830</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Regional Immigration Assistance Center</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p>CONTRACTOR 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 <input checked="" type="checkbox"/> Municipality, Code: 300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

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

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: Director-Office of Indigent Legal Services

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

(N/A)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

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

December 4, 2019

FN 20

20 015

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed is the proposed Crimes Against Revenue Grant Award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$160,878.00. Grant funds will be used to assist Assistant District Attorney Luke Davignon and investigators Scott Cifonelli and Brad Pietryka in prosecuting economic crimes that have adverse effect on state and qualifying local revenues.

The grant period is from January 1, 2020 through December 31, 2020. Matching funds are not required.

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

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

Thank you for your time and assistance in this matter.

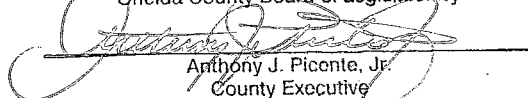
Sincerely,



Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.

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



Anthony J. Picente, Jr.
County Executive

Date 12-13-19

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Crimes Against Revenue Program

Proposed Dates of Operation: 01/01/2020 – 12/31/2020

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services:

Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will provide effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes).

2) Program/Service Objectives and Outcomes: Develop strategic plans to combat revenue crimes; recover restitution in crime prosecution.

3) Program Design and Staffing

Luke Davignon – Assistant District Attorney
Scott Cifonelli and Brad Pietryka – Investigators
Mobile Forensics System License

Total Funding Requested: \$160,878.00

Account #A1165.495130
#A3047

Oneida County Dept. Funding Recommendation: \$160,878.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C445130 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p>TYPE OF PROGRAMS: Crimes Against Revenue DCJS NUMBERS: CR19445130 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2019 TO 12/31/2020 FUNDING AMOUNT FROM INITIAL PERIOD: \$321,756.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</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>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

AGREEMENT**STATE OF NEW YORK****AGREEMENT**

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

WITNESSETH:

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

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

I. Conditions of Agreement

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

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

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

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

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

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

total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January, 2014

Certified by - on

Award Contract

Project No.

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

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

- a. For State funded grants:

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

- b. For Federally funded grants:

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

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

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

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

7. Budget amendments are governed as follows:

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

State Comptroller (OSC) when:

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

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

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

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

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

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

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

9. Grant-supported travel is governed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Federal Funds

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

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

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

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

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

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

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

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

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

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

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

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

records must be retained for each project year.

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

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

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

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

VER 04/16/2018

Certified by - on

Award Contract

Project No.

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Full Time Investigator	1	\$48,496.00	\$48,496.00	\$48,496.00	\$0.00
Justification: This funds a full time investigator who will earn a maximum of \$48,496 per year.						
2	Lead Assistant District Attorney @ 40%	1	\$32,003.00	\$32,003.00	\$32,003.00	\$0.00
Justification: Assistant District Attorney @ approximately 40% FTE, approximately \$87,604 full annual salary. This ADA will be tasked with the management of the project from investigation through the prosecution stage which will include the drafting of any search warrants, subpoenas, accusatory instruments, and/or indictments.						
3	Part Time Investigator	1	\$23,187.00	\$23,187.00	\$23,187.00	\$0.00
Justification: One part-time investigators for approximately 910 hours at approximately \$25.48/hour to investigate CARP cases = approximately \$23,187 total for the position.						
Total				\$103,686.00	\$103,686.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Full Time Employee Fringe @ approx. 53%	1	\$42,665.00	\$42,665.00	\$42,665.00	\$0.00
Justification: Fringe benefits for Assistant District Attorney @ approximately 53%.						
2	Part Time Investigator Fringe @ approx. 11%	1	\$2,550.00	\$2,550.00	\$2,550.00	\$0.00
Justification: Fringe benefits for approximately one part-time investigator @ approximately 11%.						
Total				\$45,215.00	\$45,215.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile Forensics System License	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
Justification: XRY Logical & Physical License Renewal License to facilitate the effective prosecution of economic crime in Oneida County using advanced technology. The software and equipment in question will allow our prosecutors to gather data from the electronic devices of defendants, for example, which will expedite the process of prosecution and lead to a larger return on investment of CARP funds.						
Total				\$3,500.00	\$3,500.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: Office equipment and supplies to be used for the prosecution of financial and economic crime. Items may include but not be limited to paper and ink cartridges.						
Total				\$3,000.00	\$3,000.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and Training	1	\$5,477.00	\$5,477.00	\$5,477.00	\$0.00
Justification: To support office staff in the attendance of CARP-related trainings, meetings, symposiums and conferences. Covered expenditures include attendance fees, hotel rooms, food, and other various travel related expenditures.						
Total				\$5,477.00	\$5,477.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$160,878.00	\$160,878.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$160,878.00	\$160,878.00	\$0.00

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

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

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

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

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

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

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

VER05/13/2013

Certified by - on

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

APPENDIX D - Work Plan**Goal**

Effectively investigate, prosecute, and deter crimes adversely affecting government revenues and expenditures, and recoup lost State revenue.

Objective #1

Develop an effective enforcement strategy in collaboration with the State Department of Taxation and Finance (DTF) and other government agencies as appropriate, in an order to detect, investigate, prosecute, and deter revenue crimes.

Task #1 for Objective #1

Develop a strategic plan of action to combat revenue crimes.

Performance Measure

Provide DCJS and DTF with a detailed strategic plan of action. Plan should include but be not limited to, scope of revenue 1 crimes to be focused on, how referrals will be reviewed and managed, criteria utilized to evaluate and determine whether an investigation and/or prosecution should be pursued.

Objective #2

Implement the approved strategic plan of action in collaboration with DTF and/or other government agencies, to effectively investigate, prosecute, and deter revenue crimes adversely affecting State government revenues.

Task #1 for Objective #2

Review referrals from DTF and other applicable government agencies along with DA-initiated cases to determine if an investigation is warranted. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total number of referrals received by DTF.
- 2 Total number of referrals by affected agency.
- 3 Total number of referrals by outside sources.
- 4 Number of DA-generated referrals.

Task #2 for Objective #2

Conduct thorough reviews of referred and DA-initiated investigations. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Number of investigations opened per category.
- 2 Number of arrests within the quarter.
- 3 Total number of cases recommended for prosecution by agency.
- 4 Provide a brief narrative detailing any notable investigations conducted or events in this quarter.

Task #3 for Objective #2

Conduct, in collaboration with DTF, effective prosecution of revenue crimes. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total number of cases prosecuted by agency.
- 2 Of the cases prosecuted, provide the number of cases presented at a criminal trial.

- 3 Number of cases dismissed or disposed of without prosecution by agency.
- 4 Number of open cases.
- 5 Total number and type of sentences by agency.
- 6 Provide a brief narrative detailing the collaboration between prosecutors and the DTF on significant revenue crime cases. Include any notable prosecutions or events.

Objective #3

Recover ordered restitution in revenue crime prosecution.

Task #1 for Objective #3

Effectively enforce collection of restitution ordered. Report amounts on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Total amount of restitution ordered from cases disposed within the quarter.
- 2 Total amount of initial payments made toward restitution within the quarter.
- 3 Total amount of restitution recovered (not including initial payments) within the quarter.
- 4 Amount of any Tax Law fines and penalties recovered within the quarter.
- 5 Number of case dispositions that imposed negligence penalties.
- 6 Number of case dispositions that imposed fraud penalties.
- 7 Amount of restitution recovered within the quarter credited as CARP revenue.
- 8 In GMS, provide a brief narrative and recovery amount of any civil litigation.
- 9 Provide a brief narrative describing and/or projecting any enhanced State savings or decreased State expenditures. These figures should be separate and distinct and are not part of Return on Investment (ROI).
- 10 Provide a brief narrative outlining prosecutorial efforts to pursue restitution not being paid according to the terms and conditions of the court order. Include any notable occurrences that either hindered or enhanced restitution recovery.

Objective #4

Enhance CARP investigative and prosecutorial efforts of the District Attorney's Office through training and/or meetings.

Task #1 for Objective #4

Attend educational trainings and/or meetings.

Performance Measure

- 1 Title, date(s) and location(s) of any training attended. Note: All out-of-state training funded by DCJS requires prior approval.
- 2 Name and title of attendees.
- 3 Provide a brief narrative summarizing the trainings attended.
- 4 Attendance at each CARP Symposium.

Objective #5

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

Task #1 for Objective #5

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

Performance Measure

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

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 14 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed written, visual or sound materials prior to their public release. Any such materials shall contain the following statement: "This project is supported by a grant from the New York State Crimes Against Revenue Program (CARP). Points of view expressed are those of the author and do not necessarily represent the official position or policies of the NYS Division of Criminal Justice."
2. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS' Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.
3. The grantee, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

B. Program:

1. Grantee agrees that if the project is not implemented within 60 calendar days of the project start date, it will report in writing to DCJS the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original start date of the grant period, the Grantee will submit a second written statement to DCJS explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.
3. The grantee shall submit a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.
4. The grantee shall submit a signed Certificate of Attestation stating these funds will be used to supplement, not supplant, existing funds and services, and that all personnel supported through this contract will work on CARP activities for the percentage of time that is commensurate with the portion of their salary funded by this grant.
5. Grantee shall enroll as a user with the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimreporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.
6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling

NYS DCJS Office of Public Safety at (518) 457-2667.

C. Funding:

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

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

Appendix M MWBE Contract Requirements (Local Assistance)

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

I. General Provisions

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

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

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

II. Contract Goals

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

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

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

III. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

C. Staffing Plan

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

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
- C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier

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

V. Waivers

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

VI. MWBE Subcontractor Utilization Quarterly Report

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

VII. Liquidated Damages - MWBE Participation

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

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

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

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

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

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

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

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

EEO

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

state contracts.

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

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

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

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

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

VER 1/2018

Certified by - on

Award Contract**Project No.**

CR19-1001-R01

Grantee Name

Oneida County

12/04/2019

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

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

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

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

Certified by - on



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

FN 20 20 016

December 16, 2019

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County District Attorney, Scott McNamara, requesting the addition of the titles Chief Assistant District Attorney and Executive Administrative Assistant District Attorney to the Oneida County Classification Plan. Also attached are the job specifications for both titles that outline the responsibilities and duties for these titles.

The District Attorney has expressed the intent to reclassify both of the current First Assistant District Attorney positions to these titles. I recommend the salary for both Chief Assistant District Attorney and Executive Administrative Assistant District Attorney be set at grade 48M, step 2 starting at \$88,113 (2020). I am not requesting any positions be created at this time.

If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title of both Chief Assistant District Attorney and Executive Administrative Assistant District Attorney to be grade 48M, step 2 starting at \$88,113 (2020).

Sincerely,

John P. Talerico
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 12/17/19

Enclosures (2)

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

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

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

November 20, 2019

John P. Talerico, Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear John,

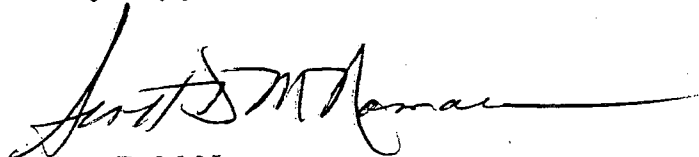
By this letter, I am hereby requesting the reclassification of the title of both the First Assistant District Attorney positions. I am requesting one of the positions be reclassified to Chief Assistant District Attorney and one be reclassified to Executive Administrative Assistant District Attorney. Both titles should be classified as 48M.

Enclosed for your review is a MSD 222 for each new title.

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

Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

SW
Encs: MSD 222

Received
ONEIDA COUNTY
NOV 26 2019
PERSONNEL
DEPARTMENT
Received

Jurisdictional Class:
EEO Category:
Adopted:

Pending Jurisdictional Classification:
Professional
12/09/2019

EXECUTIVE ADMINISTRATIVE ASSISTANT DISTRICT ATTORNEY

DISTINGUISHING FEATURES OF THE CLASS: This incumbent in this position acts in the capacity of the elected District Attorney, upon his request, or in the event of the absence of the District Attorney and Chief Assistant District Attorney in accordance with the mandates of NYS County Law section 702 (4) and the designation of succession on file with the Oneida County Court, which include but are not limited to the signing of eavesdropping warrant applications, authorizing of spending, signing of the payroll and implementation of personnel decisions including the hiring, promotion, professional discipline and termination of employees. The incumbent is responsible for handling all aspects of a criminal caseload, providing legal counsel to the District Attorney, Chief Assistant District Attorney, and members of federal, state, county and local law enforcement pertaining to matters of criminal investigation and prosecution, performing administrative functions as required to maintain the daily operations of the District Attorney's Office and insuring all ADAs are in compliance with biennial OCA registration and legal continuing education requirements. This is an appointed position where the incumbent serves at the pleasure of the District Attorney and under the District Attorney and Chief Assistant District Attorney. Supervision is exercised over all Assistant District Attorneys, as well as clerical and support staff. The incumbent performs related work as required.

SUGGESTED QUALIFICATIONS: Admission to the Bar of New York State AND supervisory experience as an Assistant District Attorney.

Jurisdictional Class:

Pending Jurisdictional Classification.

EEO Category:

Professional:

Adopted:

12/09/2019

CHIEF ASSISTANT DISTRICT ATTORNEY

DISTINGUISHING FEATURES OF THE CLASS: This incumbent in this position acts in the capacity of the elected District Attorney, upon his request, or in the event of his absence or inability to perform his duties of his office in accordance with the mandates of NYS County Law section 702 (4) and the designation of succession on file with the Oneida County Court, which include but are not limited to the signing of eavesdropping warrant applications, authorizing of spending, signing of the payroll and implementation of personnel decisions including the hiring, promotion, professional discipline and termination of employees. The incumbent is responsible for handling all aspects of a criminal caseload, providing assistant and legal consultation with various law enforcement agencies in the course of major investigations, general supervision and training facilitation of Assistant District Attorneys, serving as the coordinator for the OCDA Conviction Integrity Program, and assisting the District Attorney in formulating policies and procedures in relation to the District Attorney's office. This is an appointed position where the incumbent serves at the pleasure and under the direction of the District Attorney. Supervision is exercised over the Executive Administrative Assistant District Attorney, all Assistant District Attorneys, as well as clerical and support staff. The incumbent performs related work as required.

SUGGESTED QUALIFICATIONS: Admission to the Bar of New York State **AND** supervisory experience as an Assistant District Attorney.



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER
STOP DWI PROGRAM**

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

NOV 20 2017

November 14, 2019

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached please find an agreement that requires both Board of Legislators action and your signature between Oneida County and the Town of Whitestown for county-owned public safety communications equipment. Oneida County will be assigning radios, tablets, and computers to various police agencies within the County.

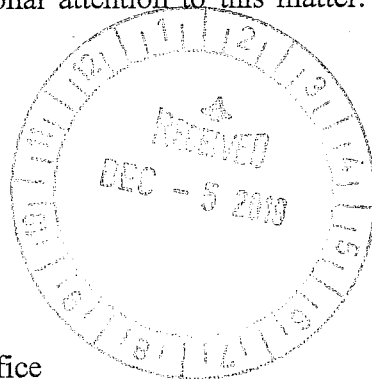
I am respectfully requesting that this agreement with the Town of Whitestown be approved as a template for all listed municipalities which are all of the same content, with the exception of municipality name, equipment list and locality.

In addition to the Town of Whitestown, the template is intended to be used for: **Town of Kirkland, Village of New York Mills, Village of Whitesboro, Village of Yorkville, Village of Vernon, Village of Boonville, Village of Camden, Village of Oriskany, Town of New Hartford, City of Sherrill, City of Utica, City of Rome, SUNY Poly PD, MVCC Security, and the CNYSPCA.**

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Kevin W. Revere,
Director



Cc: County Attorney's Office

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

Anthony J. Picente, Jr.
County Executive
Date 12/4/19

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Whitestown
Whitestown Police Department
8539 Clark Mills Road
Whitestown, New York 13492

Title of Activity or Service: Use of County-owned public safety communications equipment.

Proposed Dates of Operation: 5 years upon execution of contract.

Client Population/Number to be Served: Town of Whitestown

Summary Statements

- 1) **Narrative Description of Proposed Services:** The County intends to provide public safety communications equipment, including radios, tablets, computers, and software, to the Whitestown Police Department for use in their operations. This agreement lays out the protocols and procedures for use of the public safety equipment.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** Whitestown Police Officers

Total Funding Requested: NONE **Account #** N/A

Oneida County Dept. Funding Recommendation: None

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This contract with the Town of Whitestown is intended to become the template agreement for all police agencies receiving County public safety equipment.

Oneida County Public Safety Communications Equipment Agreement – Whitestown Police Department

This Agreement (the “Agreement”) shall be between the County of Oneida, a municipal corporation having its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Emergency Services, having its principal offices at 120 Base Road, Oriskany, New York 13424 (hereinafter collectively referred to as the “County”), and the Town of Whitestown, through its Whitestown Police Department, both having offices located at 8539 Clark Mills Road, Whitesboro, New York 13492 (hereinafter collectively referred to as the “User”) (individually referred to as a “Party” and collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Oneida County operates a Department of Emergency Services, which is headed by a Director (the “Director”) who is responsible for administering the operation of a County-wide emergency communications center; and

WHEREAS, the Oneida County Interoperable Communications System (“OCICS”) is an integrated system of equipment and facilities necessary for the provision of County-wide emergency communication services; and

WHEREAS, Oneida County provides Records Management Systems (“RMS”) to facilitate the sharing of information between public safety agencies; and

WHEREAS, Oneida County desires to provide public safety communications equipment to municipal police departments throughout the County; and

WHEREAS, it is necessary to establish protocols and procedures for the use of the OCICS to provide for the safety and protection of the public and of public safety first responders, and to maintain the integrity of the OCICS, as well as necessary to establish protocols and procedures for the use of all public safety communication equipment;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the Parties do mutually agree as follows:

1. **Purpose.** The OCICS is a system that provides emergency communication services, coordinated and operated by the County. The OCICS includes, but is not limited to, communication towers, base stations, antennas, system controllers, equipment shelters, system frequencies, subscriber radio equipment, tablets, computers, computer software, and other public safety communications equipment. The OCICS is run by the County and enables efficient information sharing between all public safety agencies, leading to more effective responses to the citizens of the County. With this Agreement, the County grants User access to the OCICS and will provide public safety communications equipment to the User for the purpose of providing emergency communication services, subject to the terms of this Agreement.

2. **Obligations of the Parties.**

- a. **Ownership of the Public Safety Communications Equipment.** The County hereby grants to User the rights to use and operate the equipment listed in Exhibit A titled “County-Issued Equipment”

for the purpose of providing emergency communication services (hereinafter all such equipment shall be referred to as the "County-Issued Equipment"). (This County-Issued Equipment may also be referred to as "County-Issued Radios" and "County-Issued Tablets and Computers" throughout this Agreement). Exhibit A is hereby attached hereto and incorporated by reference into this Agreement. The County shall maintain ownership of all County-Issued Equipment. If for any reason, User fails to use such County-Issued Equipment, User shall notify the Director and if requested by the Director, shall return such County-Issued Equipment to the County.

b. Cost. The County agrees to provide the County-Issued Equipment listed in Exhibit A to User without monetary charge. In return, the User shall utilize the County-Issued Equipment as outlined in this Agreement, and shall maintain the County-Issued Equipment in good working order to provide for the safety and security of the residents and first responders of Oneida County. If the User desires to purchase additional equipment beyond that County-Issued Equipment, they may do so at User's cost. Said equipment shall receive prior approval from the County regarding make, model, software, and hardware to ensure compatibility with the system. User shall install cybersecurity software approved by the County prior to activation.

c. Equipment Maintenance.

i. Maintenance of Radios. User is responsible for the maintenance of all County-Issued Radios. User shall, at its own cost and expense, maintain all such County-Issued Radios in proper working order in accordance with factory and County-Issued OCICS policies and procedures, and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made to any such County-Issued Radios that interface with the OCICS. To ensure system integrity, User shall use only a factory-authorized radio service shop(s), approved by the County, to perform the maintenance, upgrading, modification, or repair of such County-Issued Radios. User agrees to provide for the repair and/or replacement of County-Issued Radios through the warranty to the extent covered by said warranty. Said warranty period is a five (5) year period and covers factory defects. Upon expiration of said warranty, User shall continue to maintain such County-Issued Radios in full working order. To ensure proper utilization of the County-Issued Radios, User agrees to remain current with training, to be provided by the County in a 'train the trainer' program.

ii. Maintenance of Tablets and Computers. The County will provide all software upgrades and modifications to County-Issued Tablets and Computers. User must provide the County will full access to the County-Issued Tablets and Computers to perform updates as requested by the County.

d. Damage to County-Issued Equipment. User will be fully liable for any misuse or mishandling of County-Issued Equipment in a negligent or reckless manner that results in damage and will be fully responsible for repairs to the County-Issued Equipment. User also agrees to repair and/or replace any broken County-Issued Equipment, regardless of the cause of breakage, or lost County-Issued Equipment, at User's expense.

e. System Use. User must maintain the County-Issued Equipment, as well as their own User-owned radio, tablet, and computer equipment, in accordance with Federal Communications Commission (FCC) rules and regulations, and shall comply with County-issued policies and procedures. User agrees to use only those radio frequencies authorized by the County and further agrees to use the OCICS in a professional manner for official public safety purposes only. All Users must utilize the National Incident Management System (NIMS) when connected to the OCICS. Only User-owned equipment that has been approved by the County will be allowed to access the OCICS and RMS. All User-owned equipment must meet minimum standards and carry adequate security mechanisms as required by the County prior to connecting to the County network, as outlined in Exhibit B, the

Oneida County Mobile Device Security Policy, which is attached to this Agreement and hereby incorporated by this reference.

f. Failure to Comply. If the User fails to comply with the terms of this Agreement, or fails to comply with any County-issued policies and procedures, the Director may, in his discretion, determine that the User has forfeited their privilege to use the OCICS and/or RMS, and may terminate User's access with thirty (30) days prior notice. The Director may reactivate User upon demonstration of compliance.

3. **Term and Termination.** This Agreement shall become effective upon execution and shall run for a term of five (5) years (the "Term"). Thereafter, this Agreement may be extended upon mutual written agreement of the Parties for an additional five (5) year term. Upon expiration of the first extension period, the Parties may continue to extend for additional five (5) year terms upon mutual written agreement of the Parties as needed. The User may terminate this Agreement at any time for any reason by providing thirty (30) days written notice to the County. The County may terminate this Agreement upon thirty (30) days prior notice to the User. Upon termination of this Agreement, unless otherwise authorized by the Director, User shall return all County-Issued Equipment and remove any OCICS talk groups and frequencies from any of the User's own equipment.
4. **System Governance.** At all times, User shall ensure that its officers, employees, and agents comply with FCC regulations applicable to the OCICS, as well as any County promulgated rules and regulations related to public safety communications equipment on the RMS. The Director shall establish and update, from time to time, policies and procedures for access and to OCICS and for the operation of the OCICS, consistent with those FCC regulations. The County will make such policies and procedures available to User.
5. **Statutory Compliance.** User agrees to comply in all respects with all Federal, State, and Local laws and regulations which pertain to the use of the OCICS and RMS.
6. **Personal Use Prohibited.** The User understands and agrees that the County-Issued Equipment provided under this Agreement is for municipal police use only. The frequencies on the OCICS and the RMS are owned by the County. Any other use is prohibited.
7. **Confidential Information.**
 - a. The Parties may be exposed to confidential or proprietary information and materials of the other Party, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, or longer if required by law, except that the Parties may use or disclose Confidential Information (i) to its employees and affiliates or others to the extent necessary to render any duty hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (ii) to the extent expressly authorized by either Party; (iii) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (iv) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (v) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (vi) as required by order during the course of a judicial or regulatory proceeding, as required by a governmental authority, or as required by law in the sole opinion of the County.

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

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

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

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

8. **Indemnification**. To the fullest extent permitted by applicable law, User (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including User's authorized personnel) arising out of or in connection with the exercise by User or any of User's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.
9. **Assignment**: In accordance with General Municipal Law §109, User shall not assign, transfer, or convey any County-Issued Equipment or frequency access under this Agreement, without the prior express written consent of the County, and any attempts to do so are null and void.
10. **Appropriations**: It is understood by the Parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available, and the availability of County-Issued Equipment. No liability shall be incurred by the County if funds are not appropriated and County-Issued Equipment is not available from the County.
11. **Dissolution/Consolidation of Services**: Should the User dissolve and cease to exist as a municipal corporation providing police services, the User agrees to return any County-Issued Equipment to the

Director within thirty (30) days of dissolution. Should a User's municipal corporation's police department be consolidated, the User agrees to return any County-Issued Equipment to the Director within thirty (30) days of consolidation. It shall be at the sole discretion of the Director to determine how to redistribute the County-Issued Equipment.

12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
13. **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
14. **Notices:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Oneida County:

Oneida County
800 Park Avenue
Utica, New York 13501

For User:

Town of Whitestown
8539 Clark Mills Road
Whitesboro, New York 13492

With a Copy To:

Oneida County Department of Emergency Services
120 Base Road
Oriskany, New York 13424

15. **Advice of Counsel:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
16. **Entire Agreement:** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (County-Issued Equipment), Exhibit B (Oneida County Mobile Device Security Policy), and Exhibit C (Standard Oneida County Addendum). No waiver, alterations, or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement on the date and year hereafter written.

Town of Whitestown

By: Shaun J. Kaleta, Town Supervisor

Dated: _____

Signature: _____

Oneida County Department of Emergency Services

By: Kevin Revere, Director

Dated: _____

Signature: _____

County of Oneida

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

Dated: _____

Signature: _____

Approved:

Alison Stanulevich, Esq.
Assistant County Attorney

EXHIBIT A

COUNTY-ISSUED EQUIPMENT

Equipment Issued	Serial Number	Asset Tag	Date Issued
Tablet	REC39F1350	009525	
Tablet	REC39F1351	009526	
Tablet	REC39F1352	009527	
Tablet	REC39F1353	009528	
Tablet	REC39F1354	009529	
Tablet	RF239F0727	009736	
Mobile Radio	6 (Serial numbers will added upon issuance)		
Portable Radio	6 (Serial numbers to be added upon issuance)		
Computer			
Software			

*User understands and agrees that in the case of portable radios, only the radio and original battery are included in the County-Issued Equipment. Any additional batteries, antennae, shoulder mics, belt clips, and other accessories, etc. are the responsibility of the User.

**The County is not providing any additional equipment to the User other than what is listed in this Exhibit A.

***This Exhibit A list of County-Issued Equipment may be modified at any time upon agreement between the County and User.

Exhibit B

Oneida County Mobile Device Security Policy



Date Policy takes affect: TBD

Background to this policy

Mobile devices represent a serious threat to Oneida County's data and network security. Since they are frequently moved and have intermittent connectivity, they often do not employ the same level of security and data protection guidelines as desktop computers or other fixed devices.

Additionally, numerous outside entities, including, but not limited to, law Enforcement, Fire, EMS and other public safety agencies connect their own devices to portions of the Oneida County network. The County does not own or control these devices, and they could present a serious risk to the security of the network and data.

Definitions:

Outside Agency – Any governmental, private, or other entity that is not a direct component of Oneida County.

1. Introduction

Mobile devices, such as smartphones, tablets and radios, are important tools for government agencies and their use is intended to support the job functions of a variety of public safety departments.

Mobile devices also represent a significant risk to Oneida County's Network, information security and data as they can be a conduit for unauthorized access to the IT infrastructure.

This can subsequently lead to security breaches and the introduction of malicious applications.

Oneida County has a duty to protect its network and data in order to safeguard the public, its employee's, and reputation. This document outlines a set of practices and requirements for the safe use of mobile devices that are to be connected to any County owned network, device or infrastructure.

2. Scope Of This Policy

This Policy shall apply to all mobile devices, whether owned by Oneida County or outside government agencies, which connect to Oneida County's network, data and systems. This includes smartphones, tablets, radios and other such mobile devices.

3. Technical Requirements:

All mobile devices that connect to Oneida County's network should meet the minimum hardware and software technical requirements for those device, as established, maintained and updated by the Oneida County Department of Information Technology. Please contact Oneida County IT at 315-798-5905 for updated technical specs or with questions.

4. User Requirements

- 4.1.** All devices must be registered with the Oneida County Department of Information Technology prior to being connected to any County-owned network, data or resource.
- 4.2.** All agencies that will connect devices to any County-owned network must agree with and abide by the Oneida County Acceptable Use Policy while using any Oneida County resource.

- 4.3.** Mobile device(s) connected to the County network must only contain software and applications that are required for the business functions of the department or agency.
- 4.4.** Users must report all lost or stolen devices to Oneida County Help Desk immediately. The Help Desk can be reached at 315-798-6442 or at helpdesk@ocgov.net.
- 4.5.** If a user suspects that unauthorized access to the mobile device has taken place the user must report the incident immediately to their Supervisor. The Supervisor shall then contact the Help Desk.
- 4.6.** Devices must not be "jailbroken," "ROOTED" or have any software/firmware installed which is designed to gain access to functionality not intended to be exposed to the user.
- 4.7.** All software installed on the device, including the operating system and applications, must be duly licensed. The device must not contain any "pirated" software or illegal content.
- 4.8.** Applications must only be installed by authorized device administrators. Installation of code from un-trusted sources is forbidden. If you are unsure if an application is from an approved source contact the Oneida County Help Desk.
- 4.9.** All Devices must periodically receive all available security patches and updates within 30 days of their release.
- 4.10.** Devices must have up-to-date, real-time and enabled anti-virus protection and which is approved by the Oneida County Department of Information Technology.
- 4.11.** The streaming of video and music that is unrelated to the official duties of the user or agency on mobile devices while connected to any Oneida County network is prohibited.

- 4.12. All devices must be protected with a security mechanism such as a username and password that is designed to prevent unauthorized access.
- 4.13. Wherever possible all devices must be configured to automatically lock after a period of inactivity of not more than ten (10) minutes.
- 4.14. Devices must be encrypted in accordance with Oneida County's standards.

5. Additional Information

All mobile devices connected to the County's network will be periodically scanned, and any devices that are unregistered, do not meet the minimum requirements or are found to pose a risk to the security of Oneida County's Network will be denied access.

6. References

Oneida County's Acceptable Use Policy – March 8, 2017 :

<http://intranet.ocny.local/Policies/OneidaCountyAcceptableUsePolicyApprovedBOLMarch82017.pdf>

Oneida County's Information Security Policy – March 8, 2017 :

<http://intranet.ocny.local/Policies/OneidaCountyInformationSecurityPolicy%203.8.pdf>



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

November 6, 2019

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

FN 20 20-018

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente,

C&S Engineers, Inc. has been providing the County with project management services for the radio system upgrade. As we continue to expand our project, it is necessary to do a fourth amendment to their contract, from \$617,444.00 to \$794,044.00 (an increase of \$173,300.00 for this 4th amendment). There is currently funding for this project in H-588. This will allow us to build two more towers- one in Annsville and one in Floyd. I am also requesting that the end date of the contract be amended from December 31, 2019 to December 31, 2020.

Our office has reviewed the contract amendment and finds it to be in conformance with the requirements of the project. If you find this amendment acceptable, I ask that you forward this same to the Board of Legislators for their approval.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Kevin W. Revere
Director of Emergency Services

KWR/kmg

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

Anthony J. Picente, Jr.
County Executive

Date 12/6/19

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: Project Management Services

Proposed Dates of Operation: Effective Date - December 31, 2020

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Contractor will provide project management services for the Emergency Communications Improvement Project. The next phase of this project involves towers in Annsville and Floyd.
- 2) **Program/Service Objectives and Outcomes:** Project management services in support of the upgrade project.
- 3) **Program Design and Staffing:** As described.

Total Funding Requested: \$176,300.00

Account # H588

(Amended Contract brings the total contract cost to \$794,044.00 with this 4th amendment)

Oneida County Dept. Funding Recommendation: \$176,300.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: C&S has been working with us on this communications system upgrade project since the start. We wish to continue to utilize their knowledge and contact within the communications field.

AMENDMENT #4 TO CONSULTING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and **C & S ENGINEERS, INC.**, a business corporation organized and existing under the laws of the State of New York with its principal offices located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties hereto entered into an agreement dated February 1, 2016 (COUNTY contract No. 3490), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A," and

WHEREAS, pursuant to the Original Agreement the CONSULTANT is providing Program/Project Management Services to the COUNTY, hereinafter referred to as the "Services," for its ongoing Emergency Communications System Improvement Project, hereinafter referred to as the "Project;" and

WHEREAS, as a result of an increase in the scope of the Project, the Original Agreement's scope, fee, and time of completion was modified via Amendment #1, #2, and #3; and

WHEREAS, the overall Project scope and duration of the Project is being further expanded by the County after execution of the Original Agreement and Amendments #1, #2, and #3; and

WHEREAS, as a result of the increase in the scope and completion time of the Project, the COUNTY requires an increase in the volume of Services to be provided by the CONSULTANT; and

WHEREAS, the CONSULTANT has, to date, performed all Services requested by the COUNTY, and is willing and able to perform the additional Services necessary to meet the needs of the COUNTY in completion of the Project; and

WHEREAS, Article 3.2 of the Original Agreement allows for additional compensation to be paid when changes to the Project scope require the CONSULTANT to perform additional Services; and

WHEREAS, as a result of the increase in the scope and duration of the Project there is a need to extend the term of the Original Agreement;

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

1. Article 3.1 of the Original Agreement shall be stricken in its entirety and replaced with the following:

3.1. COUNTY agrees to pay CONSULTANT an additional lump sum fee of one hundred seventy six thousand, three hundred dollars (\$176,300.00) for services identified in Exhibit B-3. The total fee for this Agreement (including Amendments #1, #2, #3, and #4) shall be increased to \$794,044.00. Payments shall be based on Exhibit B-3 on the basis of work completed.

2. Exhibit B-3, "Scope of Services," and the cost proposal, also contained in Exhibit B-3, titled "Additional Engineering Services for 2 Additional Tower Sites," a copy of which is annexed hereto, shall be incorporated into the Original Agreement.

3. Article 10.1 shall be amended such that the date "December 31, 2019" shall be stricken and replaced with "December 31, 2020."

4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the date first above.


COUNTY OF ONEIDA

By:

Anthony J. Picente, Jr.
County Executive

C&S ENGINEERS, INC.

By:



John D. Trimble, P.E.
President and CEO

Approved:

Alison Stanulevich, Esq.
Assistant County Attorney

CONSULTING AGREEMENT
COUNTY OF ONEIDA

THIS Agreement is made and entered into this 1 day of FEBRUARY, 2016, by and between THE COUNTY OF ONEIDA, a municipal corporation in the State of New York with principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter called "COUNTY," and C & S Engineers, Inc., with principal offices at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in providing Program/Project Management Services for an Emergency Communications System Improvement Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide Program/Project Management Services for an Emergency Communications System Improvement Project, and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, it is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.

- 1.4. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without COUNTY'S prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of COUNTY. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

2. ARTICLE 2 - PERFORMANCE OF SERVICES

- 2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- 2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide Assistants with any salary or benefits. CONSULTANT shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the COUNTY, in compliance with any and all applicable Federal, State or Local Laws and Regulations. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.
- 2.3. CONSULTANT acknowledges and agrees that CONSULTANT and its Assistants have no authority to enter into contracts that bind the COUNTY or create obligations on the part of the COUNTY without the prior written authorization of the COUNTY.
- 2.4. CONSULTANT shall inform the COUNTY within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. CONSULTANT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

3. ARTICLE 2 – COMPENSATION

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$234,356.00 for services identified in Exhibit A. Payments shall be based on Exhibit B, Proposed Fee, attached hereto and made on a basis of work completed.
- 3.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

4. ARTICLE 4 - NOTICE TO PROCEED

- 4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

5. ARTICLE 5 – TERMINATION

- 5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.
- 5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.
- 5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

6. ARTICLE 6 - PROJECT MANAGERS

- 6.1. COUNTY designates Fred Lampman as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.
- 6.2. CONSULTANT designates Robert Duclos, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY's Project Manager.

7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. Indemnification. The CONSULTANT agrees that it shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 7.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 7.3. Commercial General Liability Insurance. The CONSULTANT agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests 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 coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

- 7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this contract. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests 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 coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.6. Workman's Compensation insurance shall be procured by CONSULTANT in accordance with State Law.
- 7.7. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 7.3, 7.4, 7.5, and 7.6 above.

8. ARTICLE 8 – NOTICES

- 8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 120 Base Road, Oriskany, New York 13424, or be sent by United States mail, postage prepaid, addressed to Director of Emergency Services, 120 Base Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

9. ARTICLE 9 – MISCELLANEOUS

- 9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.
- 9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.

9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

10. ARTICLE 10 - TERM

10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2017. The terms of this Agreement may be amended only in writing signed by both parties.

11. ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

11.1. It is expressly agreed that the relationship of the CONSULTANT to the COUNTY shall be that of an Independent Contractor. The CONSULTANT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

11.2. CONSULTANT warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of CONSULTANT'S income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. CONSULTANT and COUNTY agree that CONSULTANT is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

11.3. The CONSULTANT shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

11.4. CONSULTANT acknowledges and agrees that neither CONSULTANT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

11.5. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to CONSULTANT'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

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

11.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CONSULTANT'S Independent Contractor status, it is agreed that both the COUNTY and the CONSULTANT shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

11.8. The CONSULTANT agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

12. ARTICLE 12 – EXPENSES

12.1. CONSULTANT is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

13. ARTICLE 13 - TRAINING

13.1. CONSULTANT shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, CONSULTANT shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

14. ARTICLE 14 - ADVICE OF COUNSEL

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


15. ARTICLE 15 - OTHER DOCUMENTS

15.1. The documents listed below shall become part of this agreement.

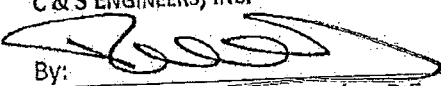
- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

By:  Date: 4/19/16
Anthony J. Picente, Jr.
Oneida County Executive

C & S ENGINEERS, INC.

By:  Date: 2/11/16
Robert Duclos, P.E.
Senior Vice President

APPROVED

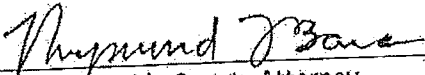
By:  Date: 02/10/16
Oneida County Attorney

Exhibit A
Scope of Services
Oneida County
Emergency Communications System Improvements Project
Program/Project Management Services

1.0 Project Scope

Oneida County (the County) will be undertaking a comprehensive improvement to its emergency communications system to enhance coverage and system performance within the county as well as improving interoperability with neighboring counties and emergency response agencies. The County has received a grant from the New York State Department of Homeland Security to assist with the implementation of the project. The County intends to construct a number of new communications facilities to improve performance of the existing system. A summary of the intended improvements is as follows:

- Construction of a 4 site VHF, digital, simulcast, trunked radio system including new hardware, infrastructure and subscriber units to cover the Cities of Rome and Utica.
- Conversion of 5 existing County radio sites to simulcast operation.
- Construction of a new digital licensed microwave network.
- 911 dispatch center and backup center improvements including new consoles.
- Coordinate with County's frequency licensing consultant to support system improvements.

The Program/Project Manager will report to the County's designated project coordinator and interface directly with the radio system vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for an estimated duration of up to eighteen (18) months for the planning, design and construction phases of the project.

2.0 Pre-Design/Planning Phase Services

2.1 Project Kick-off Meeting

After receiving notice to proceed from the County, a workshop will be held with County staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

2.2 Review Existing Documentation

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

2.3 Program Review

Review the overall program for the project, the scope of work to be undertaken by the County, and advise the County on project needs.

2.4 Radio Frequency Licensing

Services to be performed by others.

2.5 Radio System Equipment Procurement

Assist County personnel purchase of radio and microwave system under NYS Contract pricing.

3.0 Design Phase Services

3.1 Design Project Kick-off Meeting

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

3.2 Project Schedule

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

3.3 Design Review

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details effect construction feasibility, cost or schedules. Advise on the method to be used for

selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

3.4 Site Surveys

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

3.5 Geotechnical

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.

3.6 Site Development Plans and Specifications

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

3.7 Opinion of Probable Cost

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

3.8 Advance Procured Materials

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters and emergency generators as required.

3.9 Tower Structural Analyses

Perform structural analyses for all existing towers sites to determine adequacy of towers to support additional antenna loads. Antenna loading information/mounting locations shall be provided by the radio system vendor. Structural analyses shall be performed in accordance with ANSI EIA/TIA 222-G. Fee is based on providing services described above for 6 sites. Scope and fee does not include tower modification designs.

3.10 Site Acquisition/Leasing

Assist the County with development and negotiation of leases for privately owned tower sites as required.

4.0 Bidding/Procurement Phase Services

- Develop Bidder's interest in the Project and establish bidding schedules.
- Conduct pre-bid conferences (including tours of the project sites when warranted) to familiarize Bidders with the Bidding Documents.
- Coordinate the receipt of questions from Bidders and with the issuance of Addenda to the Bidding Documents.
- Assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Review all documents for compliance with Wicks Law, prevailing wage criteria and other applicable Federal and/or State procurement requirements.

5.0 Construction Phase Services

The Construction Phase will commence with the award of the initial Contract for Construction and will end when all change order, punch list work and system acceptance work is complete. During this phase, the following services will be provided as required:

- Provide supervisory, administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct pre-construction, construction and progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Consistent with the Project Construction Schedule issued with the Bidding Documents and utilizing the Contractor's Construction Schedules, the Project Manager will update the Project Construction Schedule incorporating the activities of Contractors, assist the System Supplier and the Owner on the Project, including activity sequences and duration

and allocation of labor and materials, process Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. The Project Construction Schedule will be updated as required to show current conditions and revisions required by actual progress of construction activity.

- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, develop cash flow reports and forecasts as needed, and assist the County in preparing periodic expenditure status and projection reports.
- Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the County whenever projected costs exceed budgets or estimates.
- Where required by the Contract Documents, review cost accounting records prepared by the System Suppliers and/or Contractors on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.
- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
- As requested, assist the County in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the County has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project and in obtaining the Certificate of Occupancy.
- Consult with the County if any Contractor/Supplier requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

- Receive Certificates of Insurance from the Contractors/Suppliers, review for Contract compliance, and forward them to the County.
- Coordinate review of all Shop Drawings, Product Data, Samples and other submittals from the Contractors and System Suppliers. Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Provide monitoring, oversight and coordination of construction activities. Fee proposal shall be based on the hours and duration identified in the fee proposal portion of this RFP.
- Maintain on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
- Assist in Procurement and facilitate/manage testing services. These testing services will be contracted directly with the County.
- Where authorized by the County, arrange for delivery and storage, protection and security for County-purchased materials where required, and systems and equipment which are a part of the Project, until such items are incorporated into the Project.
- When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
- Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

6.0 Post-Construction Phase Services

Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup

meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. In addition, Project Manager will define operation and maintenance manual requirements in conjunction with County for the project. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

7.0 Other Services

- Oversee the organization of all the meetings necessary with all the users of the system to gain their input.
- Oversee the organization of monthly meetings as necessary with the County, Suppliers and Contractors to report on project progress.

8.0 Environmental Compliance Services

8.1 SEQRA/NEPA Compliance

Provide assistance to the County in fulfilling the requirements of SEQRA and NEPA based on the project being classified as a Type 1 Action under SEQR. Services to be performed are listed as follows:

SEQRA

- Identify potential involved agencies.
- Prepare Lead Agency correspondence.
- Prepare Long-Form EAF including required regulatory consultation letters and supporting documentation.
- Assist with preparation of Negative Declaration (assume no positive declaration or EIS).

NEPA

- Prepare FCC NEPA Checklist (2 new sites).
- Conduct tribal consultation as required by NEPA (2 new sites).
- Perform cultural/archeological assessments as required for NEPA completion (2 new sites).

Exhibit B
Proposed Fee
Program/Project Management & Engineering Services
Oncida County Emergency Communications Project



1. General Program/Project Management (18 months estimated duration)			
Program Manager	5 hrs/week @	\$175.00/hr x 72 weeks	\$63,000
Administrative Assistant	2 hrs/week @	\$75.00/hr x 72 weeks	\$10,800
Subtotal			\$73,800
2. Preliminary & Final Design			
A. Design Validation			\$7,500
B. FCC Licensing Support			\$0
C. Tower Structural Analyses (6)			\$13,200
D. Radio and Microwave System RFP Review			\$2,000
E. Towers, Shelters & Generator Bid Documents Review			\$2,000
F. Geotechnical Borings (1) & Reports (2 new sites assumed)			\$6,000
G. Cultural/Archaeological Study (2 new sites assumed)			\$6,000
H. Property Surveys (2 new sites assumed)			\$8,000
I. Engineering Plans and Specifications (4 new sites: 2 towers, 2 building)			\$50,000
J. SEQRA			\$10,000
K. NEPA Checklist (4 sites)			\$8,000
Subtotal			\$112,700
3. Procurement Phase			\$15,000
4. System Installation and Construction Management			
Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
Subtotal			\$32,856
Total Basic Services per RFP			\$234,356

Optional Services-Other (if required)	
Tower Climbing & Inventory (per site)	\$1,700
Tower Modification Design (per site)	\$2,500

Hourly Billing Rate Schedule

Title/Position	Personnel	Typ. Quals	Billing Rate (\$/hr.)
Program/Project Manager	R. Duclos	20+ yrs	\$ 175.00
Managing Engineer/Deputy Project Manager	E. Wright	20+ yrs	\$ 150.00
Senior Project Engineer	D. Bungler	15+ yrs	\$ 125.00
Project Engineer/Architect	S. Burdick	10+ yrs	\$ 110.00
Engineer/Architect	Various staff	5-10+ yrs	\$ 95.00
Construction Inspector	Various staff	5-10+ yrs	\$ 85.00
Cadd Designer	Various staff	5-10+ yrs	\$ 75.00
Administrative Assistant	Various staff	Varies	\$ 70.00

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C & S Engineers, Inc.

By: 

Name: Robert Duclos, P.E.

Title: Senior Vice President

Date: 2/11/16

Attest: 

SUSAN GIORDANO
Notary Public in the State of New York
Qualified in Onem. Co. No. 4717890
My Commission Expires 11/31/19

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 1 day of February, 2016, between the County of Oneida, hereinafter known as COUNTY, and C & S Engineers, Inc., hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.

- a. 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.

- a. 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).
- 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.

- a. 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.

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

7. Non-Discrimination Requirements.

- a. 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.

- a. 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.

- a. 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.

- a. 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 payee, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the 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.

- a. 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.

- a. 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.

- a. 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.
- b. 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.

- a. 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

- a. 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.


- b. 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.

- a. 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).
- 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.
- c. 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.
- d. 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.

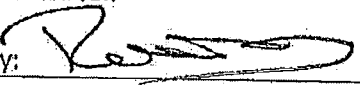
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

By: 
Anthony J. Picente Jr.
Oneida County Executive

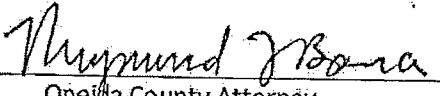
Date: 4/19/16

CONTRACTOR

By: 
Robert Duclos, P.E.
Senior Vice President

Date: 2/1/16

APPROVED

By: 
Oneida County Attorney

Date: 02/10/16



Amendment #4 Exhibit B-3 Scope of Services Oneida County Emergency Communications System Improvements Project

1.0 Project Scope

Oneida County (the County) will be undertaking additional improvements to its emergency communications system in 2019-2020 to enhance coverage and system performance within the county. A summary of the intended improvements is as follows:

- Addition of VHF, digital, simulcast, trunked radio system equipment at four (4) additional communication sites.
- Completion of additional microwave data and fiber infrastructure and equipment to support the additional sites.

- Design and construction of two (2) new communications tower sites at Annsville and Floyd.
- Continued support for rooftop installation of trunked radio and fiber equipment at Turning Stone Casino
- Continued support for installation of trunked radio and microwave equipment at the existing NYPA/Lewis County tower site

This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for the ongoing construction phases of the improvements identified above.

2.0 Design Phase Services

2.1 Design Project Kick-off Meeting

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

2.2 Project Schedule

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the



schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

2.3 Design Review

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility, cost or schedules. Advise on the method to be used for selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

2.4 Site Surveys

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

2.5 Geotechnical

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.



2.6 Site Development Plans and Specifications

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

2.7 Opinion of Probable Cost

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

2.8 Advance Procured Materials

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts or through NYS OGS contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters, solar plants, and emergency generators as required.

3.0 Construction Phase Services

- Provide administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.



- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
 - Provide periodic monitoring, oversight and coordination of construction activities.
 - Maintain on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
 - When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
-
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
 - Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

4.0 Post-Construction Phase Services

- Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

Oneida County
Emergency Communications Project
Exhibit B-3, Additional Engineering Services for 2 Additional Tower Sites



Task	2. Annsville	3. Floyd	Subtotal
	Raw Land Site 195' SST	County-Owned Raw Land Site 195' SST	
1. New Site Development Services			
Initial site visit for site familiarization	\$700	\$700	\$1,400
Raw Land Property Assessment & Acquisition Support	\$6,000	\$6,000	\$12,000
Co-Location Lease Application and Negotiation	N/A	N/A	\$0
Concept Drawing / Lease Exhibit	\$500	\$500	\$1,000
Tower Structural Analysis	N/A	N/A	\$0
Tower Structural Reinforcement Design Mod	N/A	N/A	\$0
Site Survey & Construction Stakeout	\$6,500	\$6,500	\$13,000
Stakeout for Tree Clearing, Access Road Construction, etc.	\$2,000	\$2,000	\$4,000
Geotechnical Boring and Report	\$4,500	\$4,500	\$9,000
Rooftop Structural Support & Electrical Design	N/A	N/A	\$0
Archaeological Study	\$2,500	\$2,500	\$5,000
Tribal Consultation Letters	\$750	\$750	\$1,500
NEPA	\$2,500	\$2,500	\$5,000
SEQR	\$7,500	\$7,500	\$15,000
Wetland Delineation (assumes no wetlands)	\$0	\$0	\$0
Pre-Procured Equipment Bid Documents (2 shelters, 2 towers, 2 generators assumed)	\$8,000	\$8,000	\$16,000
Power Company Coordination (National Grid)	\$1,000	\$1,000	\$2,000
Site Engineering Drawings & Construction Bid Documents (1 construction package assumed)	\$12,000	\$12,000	\$24,000
Building Permit Fee	\$200	\$200	\$400
Construction Administration & Inspections	\$9,500	\$9,500	\$19,000
Subtotal Site Development Services	\$64,150	\$64,150	\$128,300
2. Microwave Data System Procurement			
Requirements/Scope Development	Not included	Not included	\$0
Vendor Contract Support	Not included	Not included	\$0
Subtotal Microwave Data System	\$0	\$0	\$0
3. Trunked Radio System Procurement			
Requirements/Scope Development	Not included	Not included	\$0
Vendor Contract Support	Not included	Not included	\$0
Subtotal Trunked Radio System	0	0	\$0
4. Overall Project Management			
Program/Project Management	\$22,000	\$22,000	\$44,000
Administrative Assistant	\$2,000	\$2,000	\$4,000
Subtotal	\$24,000	\$24,000	\$48,000
SUBTOTALS BY SITE	\$88,150	\$88,150	
Total Fee (1, 2, 3 & 4) - 12 Month Duration			\$176,300

Notes:

1. 12 month duration from January 2020 through December 2020.

ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 5, 2019

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

FN 20 20-019

Re: Work Order #29, Amendment 7
Private property I/I Reduction Program Implementation-Phase 8
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. (GHD). 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 7 which would cover Phase 8 of the implementation of a district-wide Private Inflow and Infiltration Reduction Program for FY2020. 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 \$136,000. Funding for this work order will come from the Department 2020 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 at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**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 Waters – WQ&WPC

Attachments: Six (6) copies of Work Order #29, Amendment 7
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 12/18/19

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services Inc.
1 Remington Park Dr.
Cazenovia, NY 13035

Title of Activity or Service: Work Order #29, Amendment 7
Private Property I/I Reduction
Program Implementation –Phase 8

Proposed Dates of Operation: FY2020

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

Summary Statements

- 1) Narrative Description of Proposed Services: This work order amendment covers the implementation of Phase 8 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District for FY2020.
- 2) Program/Service Objectives and Outcomes: The objective of this work order amendment 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 PPI/I 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: \$136,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: \$136,000

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order amendment will be provided by the Department 2020 operating budget as it is district-wide.

Cost Per Client Served: \$1.24

Past Performance Data: Implementation of private I/I reduction is an arduous process.

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. 7**

PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – PHASE 8

I. PROJECT UNDERSTANDING

The purpose of this Seventh Amendment to Work Order 29 (this “Work Order Amendment”), made by and between GHD Consulting Services Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing inflow/infiltration programming for the period from January 1, 2020 until December 31, 2020.

Oneida County is approaching the NYS Department of Environmental Conservation’s Consent Order deadline of December 21, 2021 to mitigate SSOs from occurring at the Sauquoit Creek Pump Station (SCPS). Failure to comply will result in exorbitant fines and development restrictions. The County has made major accomplishments toward the reduction of inflow/infiltration (“I/I”) in the public sanitary sewer system tributary to the SCPS. However, continued success will be dependent on advancement of a formal program to reduce I/I on the residential side of the system.

Appealing to property owners to voluntarily correct I/I problems has been a particular focus of community education over the past few years. Surveys of customers within the Oneida County Sewer District (District) show increasing understanding of the problem and of ways the average homeowner can help solve the problem by rerouting roof leaders and removing sump pumps. However, data also indicates that member municipalities will need private I/I removal to be formally required by administrative policy and/or local law/ordinance and include the mechanisms that will ensure effective identification of residential-side I/I problems and programmatic support to help property owners make necessary improvements.

In 2020, it will be necessary to achieve consumer understanding of the remaining steps needed to achieve NYS DEC consent order requirements, their role in removal of I/I on private property, and the realities of associated costs to the County, District member municipalities, and to homeowners.

The intent of this amendment to Work Order 29 is to advance the private property inflow/infiltration (“PPI/I”) program to the next phase to ensure continued successful implementation. This includes the evolution of programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of Steering Committee and Working Group collaboration. The scope of work for the services in 2020 are described in Section II, below.

II. SCOPE OF SERVICES

A. Task 1: PPI/I Working Group

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

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

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

This Work Order Amendment allocates budget to support PPI/I initiatives as determined by the municipalities. The effort will include:

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

C. Task 3: Project Management

Project management will include staffing and resource allocation, subconsultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from OBG-Part of Ramboll will be the Project Manager for this Work Order Amendment. Michael Quinn, P.E. from the Consultant will serve as a lead Technical Advisor.

Nancy Pattarini will be the Lead Project Coordinator from Paige Marketing Communications Group, Inc.

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

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

The private property I/I community education program in 2020 will be focused on introduction of a formal private property I/I reduction program. Residents will be provided with information on the inspection process, how to make I/I improvements, possible funding for private I/I projects, and other aspects related to new requirements, assistance, and enforcement.

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

1. Direct Resident Communications

The project team will be responsible in 2020 for advancing this critical public information and education program through:

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

2. Community Education/Information Materials Development

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

- a) Maintaining the project website (rippleeffectOCSD.org) to maintain transparency and enhance education efforts;
- b) Manage website content revisions as directed by the County and consultation team leaders;
 - 1) Develop and post project information of importance to District residents, including construction schedules, upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation;
 - 2) Develop visuals and other illustrative materials to deliver user-friendly, easy-to-understand content.

3. Private Property I/I School Program

In collaboration with the local BOCES, 2020 efforts will focus on supporting the distribution of a PPI/I student education module to schools within the district to incorporate in their curriculum.

II. SCHEDULE

The work associated with this Work Order No. 29, Amendment No. 7 – Private Property I/I Reduction Program Implementation – Phase 8 will commence January 1, 2020 and continue through December 31, 2020.

III. COMPENSATION

- A. The County will be billed for actual labor hours charged at the billing rates contained in Attachment A, Attachment B, and Attachment C 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 at \$136,000 as indicated in Table 1.
- B. Payments for the work will be due monthly based on statements submitted by the Consultant, for the work performed during the period.
- C. Additional work beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. Private Property I/I Reduction Program Implementation – the current Phase 7 budget (FY-2019) will be closed out effective the close of business on December 31, 2019 with the balance of the unexpended budget applied to the District’s fund balance.

IV. STANDARD TERMS AND CONDITIONS

The work described above will be completed as Work Order No. 29, Amendment No. 7 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 Amendment is duly executed between the Consultant and the County. Upon execution of this Work Order Amendment, the Consultant is authorized to proceed with the work.

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Associate

Title: County Executive

Signature: 

Signature: _____

Date: 12/10/19

Date: _____

Table 1
Fee Estimate
Work Order 29 Phase 8

TABLE 1

Description	Task 1 PPH Working Group	Task 2 Muni Support and Program Development	Task 3 Project Management	Task 4 PPH Community Education	Total Hrs	Billing Rate 2019	Total Cost	Subtotals
Orin & Gere Engineers, Inc.								
Project Officer					0	\$229.00	\$0.00	
Project Manager 2	16	44	40		100	\$168.00	\$16,800.00	
Project Manager 1					0	\$187.00	\$0.00	
Engineer 3					0	\$156.00	\$0.00	
Engineer/Scientist 2					0	\$112.00	\$0.00	
Engineer/Scientist 1					0	\$85.00	\$0.00	
Engineering Technician 3					0	\$88.00	\$0.00	
Engineering Technician 2					0	\$84.00	\$0.00	
Intern					0	\$45.00	\$0.00	
Administrative Assistant					0	\$77.00	\$0.00	
Technical Typist		8			8	\$69.00	\$552.00	\$20,352.00
GHD								
VP/Principal					0	\$239.00	\$0.00	
Senior Associate					0	\$225.00	\$0.00	
Associate	24	48		12	84	\$190.00	\$15,960.00	
Project Manager/Sr. Engineer	8	40			48	\$180.00	\$7,680.00	
Project Engineer III					0	\$165.00	\$0.00	
Project Engineer I		16			16	\$122.00	\$1,952.00	
Project Engineer II					0	\$115.00	\$0.00	
Engineer/Scientist I					0	\$101.00	\$0.00	
Junior Designer					0	\$88.00	\$0.00	
Secretary/Word Processing		4			4	\$74.00	\$296.00	\$25,888.00
Palpe Group								
Principal	25	4		40	69	\$198.00	\$13,110.00	
Creative Director				27	27	\$143.00	\$3,861.00	
Web Developer				22	22	\$128.00	\$2,816.00	
Program Planner/Strategist	8			7	15	\$118.00	\$1,776.00	
Public Relations Manager	30	12		28	70	\$123.00	\$8,610.00	
AV/Video Editor				32	32	\$143.00	\$4,576.00	
Copy Writer				15	15	\$119.00	\$1,785.00	
Graphic Designer	13			20	33	\$109.00	\$3,597.00	
Public Relations Specialist	10			10	20	\$90.00	\$1,800.00	
Production Specialist				10	10	\$90.00	\$900.00	
Project Administrator	30				30	\$62.00	\$1,860.00	\$47,490.00
Subtotal Labor	\$23,647.00	\$29,340.00	\$7,920.00	\$32,623.00	623			\$83,730.00
Direct Expenses								
Travel	\$459.60	\$743.40	\$0.00	\$0.00			\$1,408.90	
Reproduction/Printing	\$0.00	\$0.00	\$0.00	\$208.80			\$25,000.00	
Office Expenses	\$800.00	\$51.20	\$0.00	\$0.00			\$851.20	
Subcontractors	\$0.00	\$15,000.00	\$0.00	\$0.00			\$15,000.00	
Subtotal Disbursements	\$1,259.60	\$15,804.60	\$0.00	\$25,208.80				\$42,273.00
PROJECT TOTAL	\$25,103.60	\$45,144.60	\$7,920.00	\$57,831.80				\$136,000.00
								ESTIMATED COMPENSATION
								\$136,000.00

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Architect	\$120.00
Managing Designer	\$155.00
Senior Designer	\$120.00
Designer	\$110.00
Junior Designer	\$96.00
Senior Drafter	\$90.00
Drafter	\$78.00
Technician	\$59.00
Senior Construction Project Representative	\$118.00
Construction Project Representative	\$113.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

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

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

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

**ATTACHMENT B
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator – NYSDEC Class 4A	\$125.00
Wastewater Operator – NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

The COUNTY shall pay Compensation for expenses based on the 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;
- 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 the CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of the CONSULTANT's normal coverage's or limits;

1.2.8 The actual cost of premiums paid on overtime worked.

**ATTACHMENT C
RATE SCHEDULE**

1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Principal	\$190.00
Creative Director	\$143.00
Web Developer	\$128.00
Program Planner/Strategist	\$119.00
Public Relations Manager	\$129.00
AV/Video Editor	\$143.00
Copy Writer	\$119.00
Graphic Designer	\$109.00
Public Relations Specialist	\$109.00
Production Specialist	\$90.00
Secretarial/Office Support	\$62.00

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

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

- 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;
- 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 the CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of the 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
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

November 27, 2019

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

FN 20 20-020

Re: Work Order #38.1
Operations Support and Training Services FY2020
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 major upgrades are being undertaken at the Oneida County Water Pollution Control Plant. This includes a complete upgrade to its headworks and primary treatment, upgrades to its solids handling including the addition of anaerobic digesters with energy recovery and back up lime stabilization, the addition of high rate disinfection, and future upgrades to the secondary treatment system. This involves a significant upgrade in process technology, the addition of a facility-wide SCADA system, and the introduction of anaerobic digestion as a new treatment process.

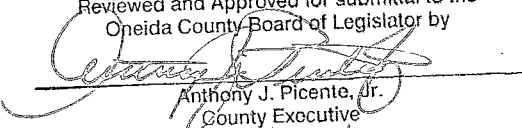
This amended work order provides continuing wastewater operator training, technical operator support, and process control assistance for employees at the facility so they can understand and operate this new equipment and understand the new processes being implemented. Specifically, this amended work order provides actual class-room style training, hands-on operations training, technical assistance, and remote SCADA monitoring support during the operator training period, and process control strategy recommendations. The term is from January 1, 2020 until December 31, 2020.

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

Attachments: Six (6) copies of Work Order #38.1
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive
Date 12/13/19

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services Inc.
1 Remington Park Dr.
Cazenovia, NY 13035

Title of Activity or Service: Work Order #38.1
Operations Support and Training Services

Proposed Dates of Operation: FY2020

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

Summary Statements

1) Narrative Description of Proposed Services: Wastewater operator training, technical operator support, and process control assistance for employees at the facility so they can understand and operate new equipment. Includes actual class-room style training, hands-on operations training, technical assistance, and remote SCADA monitoring support for FY2020.

2) Program/Service Objectives and Outcomes: Train the employees of the Oneida County Water Pollution Control Plant in the operation of new facilities being constructed at the plant.

3) Program Design and Staffing: GHD Consulting Services Inc. and O'Brien and Gere Engineering will provide the services with over site from WQ&WPC.

Total Funding Requested: \$257,300 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: \$257,300

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

Cost Per Client Served: \$2.34

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

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



**WORK ORDER 38
AMENDMENT NO. 1**

OPERATIONS SUPPORT AND TRAINING SERVICES – FY 2020

I. PROJECT UNDERSTANDING

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

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

This Work Order Amendment will be managed by OBG, part of Ramboll (OBG). Classroom-style training will be conducted by Frank DeOrio (NYSDEC Class 4A WW Operator) and Mark Green, PhD, both NYWEA trainers for wastewater operators with assistance from John Saraceni (NYSDEC Class 4A WW Operator). Technical assistance during the classroom training will be provided as needed by the Consultant, OBG, and the Brown and Caldwell design team. The on-site plant operations support will be led by John Saraceni (NYSDEC Class 4A WW Operator).

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

II. SCOPE OF SERVICES

A. Task 1 – Operator Training, Technical Operator Support, and Process Control Assistance

Operator Training - The first task will be site visits to allow the Consultant’s experienced operator(s)/trainers, with support from key members of the design team, the opportunity to train the County’s current operations staff in the physical, chemical, and biological processes used in the new treatment processes that are part of the upgrades at the County facility. These training sessions will be prepared in PowerPoint and printed copies left with the operations staff so that they can review the slides at future dates to refresh their understanding of the

formal training sessions. To cover the basics of wastewater treatment and the specific process involved at the upgraded Oneida County WPCP plant, the following is a list of topics that could be selected from to be covered:

- Anaerobic Digestion
- Activated Sludge
- Laboratory Procedures
- Lime Stabilization
- Energy Recovery (Gas Conditioning, Microturbines)
- Overview of the upgraded wastewater treatment technologies/equipment (Split Flow and High Rate Disinfection)
- Coagulant and Polymer Conditioning
- New Primary Clarifier Operation
- Other topics if identified

For purposes of this Work Order Amendment, the Consultant budgeted 120 hours of on-site classroom style operator training with additional preparatory time, with training sessions taking place to accommodate all shifts and staffing. Training sessions are variable in length depending on the topic and County preference but could range from 1 – 8 hours of classroom time. Hands-on demonstrations within the treatment plant or laboratory will be incorporated as applicable. Wastewater Operator Contact Hours may be available for some training sessions.

On-site Operations Support - Hands-on, in the plant support and troubleshooting assistance where OBG experienced and skilled licensed wastewater operators will work side by side with and mentor County operations staff with the purpose of monitoring the operation of the treatment plant and providing guidance on process control techniques. OBG wastewater operators will be on-site up to 5 days/week. A Grade 4A Operator will be provided with 24/7 remote access to the plant SCADA system to closely and simultaneously monitor the status and conditions of the anaerobic digester system over the duration of these operations support services. OBG operators and trainers will consult with the Consultant, OBG, and Brown and Caldwell Engineers Process and SCADA designers as needed.

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

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

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

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

III. SCHEDULE

The work of this Work Order Amendment will commence January 1, 2020 and will continue through December 31, 2020, unless the project budget has been consumed prior to that date.

IV. COMPENSATION

- a. The County will be billed for actual labor hours charged at the billing rates contained in Attachment A, Attachment B, Attachment C, and Attachment D, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$257,300 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by the Consultant for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

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

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

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, PE

By: Anthony J. Picente, Jr.

Title: Associate

Title: County Executive

Signature: *Howard B. LaFever*

Signature: _____

Date: 12/10/19

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES INC.

1.1 Hourly Rates

COUNTY 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 Amendment:

Labor Category	Hourly Rate
Vice President/Technical Advisor/Principal	\$239.00
Senior Associate	\$212.00
Associate	\$185.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer III	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$121.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$95.00
Architect	\$115.00
Managing Designer	\$145.00
Senior Designer	\$115.00
Designer	\$104.00
Junior Designer	\$90.00
Senior Drafter	\$82.00
Drafter	\$73.00
Technician	\$69.00
Construction Project Representative	\$93.00
Intern	\$45.00
Secretarial/Word Processing	\$74.00

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

COUNTY 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 Amendment:

- 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 B
RATE SCHEDULE**

1.0 BROWN AND CALDWELL ASSOCIATES

1.1 Hourly Rates

COUNTY 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:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$237.00
Associate/Managing Engineer	\$210.00
Supervising Engineer	\$187.00
Principal Engineer	\$179.00
Managing Designer	\$170.00
Principal Engineer – Structural/Architectural	\$179.00
Senior Engineer	\$142.00
Project Engineer	\$132.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$105.00
Designer	\$120.00
Senior Drafter	\$124.00
Drafter	\$88.00
Secretarial/Office Support	\$78.00

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

COUNTY 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;
- 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.

**ATTACHMENT C
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

COUNTY 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 Amendment:

Labor Category	Hourly Rate
Vice President/Technical Advisor/Principal	\$239.00
Senior Associate	\$212.00
Associate	\$185.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer III	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$121.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$95.00
Architect	\$115.00
Managing Designer	\$145.00
Senior Designer	\$115.00
Designer	\$104.00
Junior Designer	\$90.00
Senior Drafter	\$82.00
Drafter	\$73.00
Technician	\$69.00
Construction Project Representative	\$93.00
Intern	\$45.00
Secretarial/Word Processing	\$74.00

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

COUNTY 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 Amendment:

- 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 D
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

COUNTY 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 Amendment:

Labor Category	Hourly Rate
Project Officer	\$229.00
SME/Technical Manager/Project Manager 2	\$198.00
Project Manager 1	\$187.00
Assistant Project Manager	\$120.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Wastewater Operations Manager 1 (NYSDEC Class 4A)	\$180.00
Wastewater Operator – NYSDEC Class 4A	\$125.00
Wastewater Operator – NYSDEC Class 3A	\$117.00
Construction Management Professional 3	\$130.00
Construction Management Professional 2	\$104.00
Intern	\$45.00
Administrative Assistant	\$77.00
Technical Typist	\$65.00

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

COUNTY 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 Amendment:

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

November 27, 2019

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

FN 20 20-021

PUBLIC WORKS

Re: Work Order #27, Amendment 7
CMOM Program Implementation-Phase 8
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 #27, Amendment 7 which would cover Phase 8 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 current capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this amended work order and its scope of work and find it acceptable. It is recommended that this amended work order be accepted with an estimated cost of \$206,000. Funding will come from the department 2020 operating budget as the program is being implemented district-wide. It should be noted that technical support to OCDOH for the implementation of the FOG program is included in this amended work order. The term is from January 1, 2020 to December 31, 2020.

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

Sincerely,

**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 #27, Amendment 7
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 11/13/19

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services Inc.
1 Remington Park Dr.
Cazenovia, NY 13035

Title of Activity or Service: Work Order #27, Amendment 7
CMOM Program Implementation-Phase 8

Proposed Dates of Operation: FY2020

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

Summary Statements

- 1) Narrative Description of Proposed Services: This amended work order covers the implementation of Phase 8 of a Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District for FY2020.

- 2) Program/Service Objectives and Outcomes: The objective of this amended 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 CMOM 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: \$206,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: \$206,000

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the Department 2020 operating budget as it is district-wide.

Cost Per Client Served: \$1.89

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

O.C. Department Staff Comments: Implementation of this program is required by NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented district wide due to capacity concerns at the Oneida County Water Pollution Control Plant.



**WORK ORDER 27
AMENDMENT NO. 7**

**CMOM PROGRAM IMPLEMENTATION – PHASE 8
FY-2020**

I. PROJECT UNDERSTANDING

This Seventh Amendment to Work Order 27 (Work Order Amendment), made by and between GHD Consulting Services Inc. (Consultant) and the County of Oneida (County) continues the Capacity Management, Operations, and Maintenance (CMOM) program.

Continued advancement of the CMOM program is a priority item for the Oneida County Sewer District (District) and the Steering Committee for 2020. 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.

The County, the Steering Committee, and CMOM Working Group have made progress since 2013 with the development and implementation of the initial six (6) phases of the various elements planned under the CMOM Program Implementation. The purpose of this Work Order Amendment 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 2019 Working Group collaboration, and those operational and maintenance items identified through the various sewer rehabilitation projects and interaction with the collection system operators.

The Project Team responsible for implementing this Work Order Amendment includes OBG-Part of Ramboll (OBG), the Consultant, and Paige Marketing Communications Group (Paige Group).

II. SCOPE OF WORK

The following is a scope of services relative to work proposed to be performed by the Project Team through 2020:

A. Task 1 – CMOM Working Group

1. The Project Team will continue to collaborate with key community representatives involved in the operation and maintenance of the municipal sewer systems to assist in the further development of the implementation plan for a community-based CMOM program. The June 29, 2012 Proposed CMOM Framework plus topics of interest identified during the 2019 Working Group sessions will be the basis for further developing the plan. Up to two (2) work sessions are anticipated over the course of 2020 if appropriate topics are identified for Group discussions and/or presentations. Progress reports will be prepared following each work session and technical documents developed as program elements are developed.
2. Additional support may include technical guidance and direction to municipal representatives at Working Group meetings, as well as coordination and follow up between work sessions.

B. Task 2 – Maintenance of Design Standards and Standard Operating Guidelines

Several Design and Construction Standards as well as Standard Operating Guidelines have been created over the past couple of years. The project team will coordinate with the Working Group and the District in 2020 to identify and prepare potential updates/revisions to the current documents. New documents are not anticipated.

C. Task 3 – Fat, Oil, and Grease (FOG) Program

OCDOH and OCWQWPC is continuing to perform FOG inspections that it began in 2018 at food service and related facilities located within the District's service area that fall under its jurisdiction. For 2020, the project team has allocated budget to provide technical guidance and support to the County as the FOG inspection program continues to move forward. The following is an outline of anticipated services that will be provided:

1. FOG Technical Support

Provide engineering and technical support to OCDOH and OCWQWPC and its inspectors regarding technical questions that come up during the field inspection, data collection, and data review processes. The project team will also provide data management support as the FOG data that is collected is integrated into the County's existing CMMS.

2. FOG Public Information Program

In addition to foodservice establishment owners/operators, residents will continue to be educated regarding the critical role they play in reducing the impact of FOG on the sanitary sewer system. The FOG Public Information Program will include:

- a. Identifying and engaging advertising placements to support program goals.
- b. Developing visuals, advertisements and other illustrative materials to deliver user-friendly, easy-to-understand content.
- c. Enhancing mechanisms to encourage public feedback at various project stages.

D. Task 4 – Project Management

Project management will include staffing and resource allocation, sub-consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. From OBG, Karl Schrantz, P.E. will be the Project Manager. Michael Quinn, P.E. will be the lead Technical Coordinator from the Consultant. Nancy Pattarini will be the lead Technical Coordinator from Paige Group.

E. Task 5 – Municipal Collection System Coordination

This task was new in 2015 and continued through 2019. It provides engineering/technical support on an as needed basis to assist the County and/or municipalities with the investigation of sanitary sewer system issues. Because this has been found to be a valuable service to both the County and municipalities, municipal collection system coordination services will continue in 2020. Services may include one or more of the following:

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

7. Other tasks as may be requested by the County or municipality (upon concurrence by the Commissioner).

Includes budget allocation of \$10,000 for limited specialty subcontracting services if those services are needed (i.e.: surveying, CCTV, etc...) in support of the above technical services.

I. Task 6 – Interceptor Sewer Maintenance Program

In conjunction with the intent of the CMOM program to proactively maintain the collection system infrastructure, the project team will continue to incorporate efforts that began in 2017 on critical portions of the District’s interceptor sewer system. Work may include:

1. Condition inspections/assessments of a limited number of interceptor sewers deemed most critical or susceptible to high maintenance needs. Locations will be selected/coordinated in advance with the County prior to performing the work.
2. Easement inspections, documentation of conditions, and recommendations for action. Locations selected/coordinated in advance with the County prior to performing the work.
3. Technical assistance/engineering support with small and/or emergency repair projects.
4. Coordination with County contractors when requested by the County.

II. Task 7 – Management Study (Phase III)

The Project Team continues to advance the Management Study initiated in the summer of 2016. Completed efforts to date include:

- Review of the current and proposed WPCP organizational chart.
- Review and update of Civil Service job specifications and how they apply to the future upgraded and expanded facility.
- Review of existing salary structure and development of proposed adjustments to salary grades for WPCP staff to reflect upgraded and technologically-advanced systems they will be operating.

For 2020, we plan to continue to support the County with these specific efforts:

1. Development of a recommended Succession Plan for Oneida County Department of WQWPC to address the aging work force.
 - o Further evaluation of expected projected retirements over the next 2, 5, 7, and 10 years.
 - o Compare qualifications and skill sets of existing staff to the requirements of the new technologies of the future upgraded and expanded facility.
2. Work with the Oneida County Commissioner of WQWPC and Commissioner of Personnel with respect to as-needed assessments/reviews of existing job specifications and/or development of new job specifications
3. Explore possible opportunities for shared/consolidated collection system services.

4. Limited collaboration with the County, other agencies, and/or consultants engaged by the County regarding evaluations and/or feasibility studies related to alternative organization structures.

III. SCHEDULE

The work associated with Work Order 27 Amendment No. 7 will commence January 1, 2020 and continue through December 31, 2020.

IV. COMPENSATION

1. The County will be billed for actual labor hours charged at the billing rates contained in Attachment A, Attachment B, and Attachment C, 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 \$206,000 as shown on Table 1.
2. Payments for the work will be due monthly based on statements submitted by the Consultant for the work performed during the period.
3. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
4. CMOM Program Implementation –Phase 8 (2020) will continue through December 31, 2020 at which time the project will be closed out and any remaining balance of 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. 7 – CMOM Program Implementation Phase 8 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 Amendment is duly executed between the Consultant and the County. Upon execution of this Work Order Amendment, Consultant is authorized to proceed with the work.

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Associate

Title: County Executive

Signature: Howard B. LaFever

Signature: _____

Date: 12/10/19

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES INC.

1.1 Hourly Rates

COUNTY 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 Amendment:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Architect	\$120.00
Managing Designer	\$155.00
Senior Designer	\$120.00
Designer	\$110.00
Junior Designer	\$96.00
Senior Drafter	\$90.00
Drafter	\$78.00
Technician	\$59.00
Senior Construction Project Representative	\$118.00
Construction Project Representative	\$113.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

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

COUNTY 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 Amendment:

- 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 B
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

COUNTY 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 Amendment:

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator – NYSDEC Class 4A	\$125.00
Wastewater Operator – NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

COUNTY 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 Amendment:

- 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;
- 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.

**ATTACHMENT C
RATE SCHEDULE**

1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

1.1 Hourly Rates

COUNTY 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 Amendment:

Labor Category	Hourly Rate
Principal	\$190.00
Creative Director	\$143.00
Web Developer	\$128.00
Program Planner/Strategist	\$119.00
Public Relations Manager	\$129.00
AV/Video Editor	\$143.00
Copy Writer	\$119.00
Graphic Designer	\$109.00
Public Relations Specialist	\$109.00
Production Specialist	\$90.00
Secretarial/Office Support	\$62.00

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

COUNTY 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 Amendment:

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 5, 2019

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

FY 20 20-022

Re: Work Order #35, Amendment 2
Flow Monitoring Program Support Services
GHD Consulting Services Inc.

**WAYS & MEANS
PUBLIC WORKS**

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. (GHD). The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The purpose of this work order amendment is to provide continued engineering and related technical services in support of the established Flow Monitoring Program for FY2020. The flow meter procurement, installation, set up and engineering support were funded by Economic Development Assistance Program Grant #3505, obtained by the County from the State of New York. Analysis of the data obtained from this system is not part of the grant funding so this activity must be supported by another means. The flow monitoring program is a required element of the Consent Order R620060823-67 between NYSDEC and the County.

Department staff has reviewed this work order amendment and its scope of work and find it acceptable. It is recommended that this work order amendment be approved with an estimated cost of \$50,000. Funding will come from the department 2020 operating budget.

I would appreciate consideration of this work order amendment by you and the Board of Legislators. 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 #35, Amendment 2
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 12-13-19

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services Inc.
1 Remington Park Dr.
Cazenovia, NY 13035

Title of Activity or Service: Work Order #35, Amendment 2
Program Administration-FY2020

Proposed Dates of Operation: FY2020

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

Summary Statements

1) Narrative Description of Proposed Services: The purpose of this work order amendment is to provide continued engineering and related technical services in support of the established Flow Monitoring Program for FY2020.

2) Program/Service Objectives and Outcomes: Do analysis and provide support for the Flow Monitoring Program for FY2020 as necessary.

3) Program Design and Staffing: GHD Consulting Services Inc. will provide the services through O'Brien and Gere Engineers, Inc. (OBG) with over site from WQ&WPC

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

Oneida County Dept. Funding Recommendation: \$50,000

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order amendment will be provided by the Department 2020 operating budget as it is district-wide.

Cost Per Client Served: \$0.45

Past Performance Data: GHD through OBG have performed work in support of the initial Economic Development Assistance Program (EDAP) grant.

O.C. Department Staff Comments: The flow meter procurement, installation, set up and engineering support were funded by EDAP Grant #3505 obtained by the County from the State of New York. Analysis of the data obtained from this system is not part of the grant funding so this activity must be supported by another means.



**WORK ORDER 35
AMENDMENT NO. 2**

**FLOW MONITORING PROGRAM
ENGINEERING SUPPORT SERVICES**

I. PROJECT UNDERSTANDING

The purpose of this Second Amendment to Work Order 35 (this "Work Order Amendment"), made by and between GHD Consulting Services Inc. (the "Consultant") and the County of Oneida (the "County") is to provide continued engineering and related technical services in support of the County's Flow Monitoring Program within the Oneida County Sewer District (the "District"). The District's Flow Monitoring Program was initially funded through an Economic Development Assistance Program grant (Grant #3505) obtained by the County from the State of New York. The grant funded the initial capital costs related to the implementation of a sanitary sewer flow monitoring program within portions of the District, including the procurement and installation of flow monitoring equipment, and engineering services in support of these activities. The flow monitoring program is a required element of the Consent Order (No. R620060823-67) between NYSDEC and the County due to sanitary sewer overflows at the Sauquoit Creek Pumping Station ("SCPS").

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

II. SCOPE OF SERVICES

A. Task 1: Project Management

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis. Ed Bradfuhrer from the Consultant and Brian Whittaker from OBG-Part of Ramboll ("OBG") will lead this effort.

B. Task 2 Program Support

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

This task includes:

1. Coordination with the flow service provider ("ADS") regarding flow meter and rain gauge locations, and the effectiveness of equipment at installed locations.
2. Assist ADS with identifying additional or relocated flow monitor and rain gauge locations, as needed to provide a higher resolution data in targeted areas, overcome operational, communications, maintenance, or other issues.
3. GIS mapping assistance to ADS regarding flow meter and rain gauge locations
4. Coordination with ADS and the County regarding the set up and maintenance of web-based data hosting services.

5. Flow meter and rain gauge trouble shooting coordination with ADS.

C. Task 3 Data Review and Analysis

1. Periodic review of web-based data in response to requests from the County, municipalities, or in response to extreme weather events for the purpose of identifying potential inflow sources.
2. Evaluating sewer response to rain events to compare pre-construction and post-construction flows. Metrics that will be used include percentage of rainwater entering the sewer (R-Value), peaking factors based on dry weather flows, the rate that wet weather flows are recorded in the sewer system (Q vs I), and groundwater infiltration rates. An attempt will be made to identify a control basin to normalize wet weather responses over time and control for antecedent conditions.
3. Ranking sub basins based on severity of I/I using the metrics in No. 2, above. Recommendations will be made that will identify where the County and municipalities should focus on I/I removal efforts.
4. Review and approve ADS invoices for technical services provided under the Flow Monitoring Program

D. SCHEDULE

The work associated with Work Order 35 Amendment No. 2 will commence January 1, 2020 and continue through December 31, 2020.

E. COMPENSATION

- a. The County will be billed for actual labor hours charged at the billing rates contained in Attachment A and Attachment B, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services as outlined in Section II is estimated at \$50,000, as shown on Table I.
- b. Payments for the work will be due monthly based on statements submitted by the Consultant for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

F. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 35, Amendment No. 2 – Flow Monitoring Program Engineering Support Services, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, PE

By: Anthony J. Picente, Jr.

Title: Associate

Title: County Executive

Signature: Howard B LaFever

Signature: _____

Date: 12/10/19

Date: _____

**Table 1
Fee Estimate
Work Order 35.2**

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2020	Total Cost	Subtotals	
	Project Management	Program Support	Data Review and Analysis													
O'Brien & Gere Engineers, Inc.																
Senior Officer												0	\$229.00	\$0.00		
Project Manager I Flow Monitoring Engineer 3	B	40										48	\$163.00	\$7,824.00		
Engineer/Scientist 2												0	\$135.00	\$0.00		
Engineer/Scientist 1		54										54	\$106.00	\$5,724.00		
Engineering Technician 3												0	\$88.00	\$0.00		
Engineering Technician 2												0	\$108.00	\$0.00		
Intern												0	\$97.00	\$0.00		
Administrative Assistant												0	\$46.00	\$0.00		
Technical Typist		15										0	\$79.00	\$0.00		
												15	\$69.00	\$1,035.00	\$13,611.00	
GND Consulting Services, Inc.																
VP/Technical Advisor												0	\$238.00	\$0.00		
Senior Associate												0	\$225.00	\$0.00		
Associate												8	\$190.00	\$1,520.00		
Senior Project Manager												0	\$167.00	\$0.00		
Senior Engineer												0	\$160.00	\$0.00		
Project Manager	B											24	\$160.00	\$3,840.00		
Project Engineer III												160	\$155.00	\$24,800.00		
Project Engineer I												0	\$135.00	\$0.00		
Project Engineer II												0	\$122.00	\$0.00		
Engineer/Scientist II												0	\$115.00	\$0.00		
Engineer/Scientist I												0	\$101.00	\$0.00		
Designer												40	\$110.00	\$4,400.00		
Junior Drafter												0	\$96.00	\$0.00		
Secretarial/Word Processing												14	\$74.00	\$1,036.00	\$36,696.00	
Subtotal Labor	\$2,584.00	\$12,307.00	\$34,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	363		\$49,207.00		
Direct Expenses																
Travel	\$0.00	\$0.00	\$519.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$519.80		
Reproduction/Printing	\$0.00	\$0.00	\$93.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$93.20		
Office Expenses	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$100.00		
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		
Subtotal Disbursements	\$0.00	\$0.00	\$713.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$713.00		
PROJECT TOTAL	\$2,584.00	\$12,307.00	\$35,029.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$50,000.00	\$50,000.00	
															ESTIMATED COMPENSATION	\$50,000.00

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Architect	\$120.00
Managing Designer	\$155.00
Senior Designer	\$120.00
Designer	\$110.00
Junior Designer	\$96.00
Senior Drafter	\$90.00
Drafter	\$78.00
Technician	\$59.00
Senior Construction Project Representative	\$118.00
Construction Project Representative	\$113.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

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

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

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

**ATTACHMENT B
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC. (OBG)

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$187.00
Project Manager 1 – Flow Monitoring	\$163.00
Assistant Project Manager	\$117.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$160.00
Construction Management Professional 3	\$130.00
Construction Management Professional 2	\$104.00
Construction Management Professional 1	\$90.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

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

- 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;
- 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 the CONSULTANT;

- 1.2.7 The actual cost for additional insurance required by the Owner in excess of the 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
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

December 5, 2019

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

FW 20 20 023

Re: Work Order #30, Amendment 7
Program Administration-FY2020
Capital Project HG-482
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. (GHD). 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 7, which would cover the program administration costs for FY2020. Department staff has reviewed this work order amendment and its scope of work and find it acceptable. It is recommended that this work order amendment be accepted with an estimated cost of \$98,600. Funding for this work order amendment will be tracked by capital project HG-482.

I would appreciate consideration of this work order amendment by you and the Board of Legislators. 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 7
Contract Summary Sheet

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

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

Date 12/13/19

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services Inc.
1 Remington Park Dr.
Cazenovia, NY 13035

Title of Activity or Service: Work Order #30, Amendment 7
Program Administration-FY2020

Proposed Dates of Operation: FY2020

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

Summary Statements

- 1) Narrative Description of Proposed Services: This work order amendment covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67 for FY2020.
- 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: \$98,600 **Account #:** HG482

Oneida County Dept. Funding Recommendation: \$98,600

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding will come from borrowed money from the New York State Environmental Facilities Corporation.

Cost Per Client Served: \$0.90

Past Performance Data: GHD through O'Brien & Gere Engineers, Inc. (OBG) continues to do an excellent job managing this arduous task.

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. 7**

**PROGRAM ADMINISTRATION – FY-2020
CWSRF Project No. C6-6070-08-05**

I. PROJECT UNDERSTANDING

The purpose of this Seventh Amendment to Work Order 30 (this “Work Order Amendment”), made by and between GHD Consulting Services Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing Program Administration services through January 31, 2020. 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.

II. SCOPE OF SERVICES

a. Task 1: Program Management

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

The project team will assist the County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting this 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, P.E. from OBG-Part of Ramboll (OBG) is the overall Program Manager for the consent order compliance program and will also be the Project Manager for this Work Order Amendment.

b. Task 2: Annual Work Plan

Submission of Annual Work Plans is a requirement of the Consent Order. Annual Work Plans are due January 31st of each year. For this Work Order Amendment, the project team will prepare the Annual Work Plan due January 31, 2021. Note that development of the Annual Work Plan due January 31, 2020 was authorized under existing Work Order 30, Amendment 6.

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.

c. 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 31st, June 30th, September 30th, and December 31st of each year, with reports due 30 days after the end of each quarter. For this Work Order Amendment, the project team will prepare the four (4) quarterly reports for 2020.

The Quarterly Reports will be prepared per the requirements of the 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 County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

Flow monitoring results from 2019 and assessments will be documented and summarized in the first quarterly progress report for 2020.

d. Task 4: NYSEFC Coordination and Reporting

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

e. Task 5: Regulatory Coordination

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

III. SCHEDULE

The work of this Work Order Amendment will commence January 1, 2020 and continue through December 31, 2020.

IV. COMPENSATION

- a. The County will be billed for actual labor hours charged at the billing rates contained in Attachment A and Attachment B, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services is estimated at \$98,600 as outlined in Section II is shown on Table 1.

- b. Payments for the services will be due monthly based on statements submitted by the Consultant for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as an amendment to 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

The Consultant 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 (“MWBE”) and equal employment opportunity (“EEO”) where required by the work of this Work Order Amendment. The percentage goals for MWBE participation and EEO are defined in consulting team’s MWBE Utilization Plan previously approved by NYSEFC.

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

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, PE

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: Howard B LaFever

Signature: _____

Date: 12/10/19

Date: _____

**Table 1
Fee Estimate
Work Order 30 Amend. No. 7**

Description	Task 1 Program Management	Task 2 Annual Work Plan	Task 3 Quarterly Progress Reports	Task 4 NYSEFC Coordination	Task 5 Regulatory Coordination	Task 6	Task 7	Task 8	Total Hrs	Billing Rate 2020	Total Cost	Subtotals
O'Brien & Gere Engineers, Inc.												
Project Officer									0	\$229.00	\$0.00	
Project Manager 2	70	12	32	60	40				214	\$198.00	\$42,372.00	
Project Manager 1									0	\$187.00	\$0.00	
Asst. Project Manager									0	\$117.00	\$0.00	
Engineer/Scientist 2			96	60	20				176	\$117.00	\$20,592.00	
Engineer/Scientist 1									0	\$88.00	\$0.00	
Engineering Technician 3									0	\$106.00	\$0.00	
Engineering Technician 2									0	\$97.00	\$0.00	
Intern									0	\$45.00	\$0.00	
Construction Mgmt Asst 3		8	32	24					24	\$60.00	\$1,440.00	
Technical Typist				8	2				50	\$69.00	\$3,450.00	\$64,404.00
GHD Consulting Services, Inc												
Principal/Vice President	8								8	\$239.00	\$1,912.00	
Associate									0	\$190.00	\$0.00	
Project Manager	60	60	40	40					200	\$160.00	\$32,000.00	\$33,912.00
Subtotal Labor	\$25,372.00	\$12,528.00	\$26,176.00	\$27,292.00	\$10,398.00	\$0.00	\$0.00	\$0.00	672			\$284.00
Direct Expenses												\$98,316.00
Travel	\$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	
Office Expenses	\$68.00	\$82.00	\$134.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$284.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Subtotal Disbursements	\$68.00	\$82.00	\$134.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$284.00
PROJECT TOTAL	\$25,440.00	\$12,610.00	\$26,310.00	\$27,292.00	\$10,398.00	\$0.00	\$0.00	\$0.00				\$98,600.00
											ESTIMATED COMPENSATION	\$98,600.00

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Architect	\$120.00
Managing Designer	\$155.00
Senior Designer	\$120.00
Designer	\$110.00
Junior Designer	\$96.00
Senior Drafter	\$90.00
Drafter	\$78.00
Technician	\$59.00
Senior Construction Project Representative	\$118.00
Construction Project Representative	\$113.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

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

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

- 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 the CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of the CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT B
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC. (OBG)

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2	\$198.00
Project Manager 1	\$187.00
Assistant Project Manager	\$117.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$160.00
Construction Management Professional 3	\$130.00
Construction Management Professional 2	\$104.00
Construction Management Professional 1	\$90.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

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

- 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;
- 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 the CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of the 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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 5, 2019

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

FM 20 20-024

Re: Work Order #28, Amendment 7
Community Outreach
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. (GHD). 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 7 which would cover community outreach activities for 2020. The primary function of this work order amendment 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 amendment.

Department staff has reviewed this work order amendment and its scope of work and find it acceptable. It is recommended that this work order amendment be accepted with an estimated cost of \$51,500. Funding for this work order amendment will come from the department 2020 operating budget as the program is being implemented district-wide.

I would appreciate consideration of this work order amendment by you and the Board of Legislators. 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 7
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date: 12/13/19

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
1 Remington Park Dr.
Cazenovia, NY 13035

Title of Activity or Service: Work Order #28, Amendment 7
Community Outreach

Proposed Dates of Operation: FY2020

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

Summary Statements

1) Narrative Description of Proposed Services: This work order amendment continues community outreach activities in 2020 for the Oneida County Sewer District.

2) Program/Service Objectives and Outcomes: The objective of the work order amendment 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: \$51,500 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: \$51,500

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the Department 2020 operating budget as it is district-wide.

Cost Per Client Served: \$0.47

Past Performance Data: The steering committee continues to be a vital tool for achieving the requirements of the NYSDEC consent order. Public education pieces have been well received by the community.

O.C. Department Staff Comments: In addition to supporting steering committee activities, the work order amendment will also support the maintenance of the Oneida County Sewer District website.



**WORK ORDER 28
AMENDMENT NO. 7**

COMMUNITY OUTREACH

I. PROJECT UNDERSTANDING

The purpose of this Seventh Amendment to Work Order 28 (this “Work Order Amendment”), made by and between GHD Consulting Services Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing community outreach for the period from January 1, 2020 until December 31, 2020.

The County is approaching the NYS DEC Consent Order deadline of December 21, 2021 to remove SSOs from occurring at the Sauquoit Creek Pump Station. Thus far, the County has accomplished major aspects of the 14-year plan, investing in repair and improvement of both county and member municipality infrastructure.

In 2020, each member of the Oneida County Sewer District (District) must be prepared to further advance needed system remediation work through careful planning, budgeting, and implementation. This will require the collaborative effort and oversight of the District Steering Committee as well as the organized efforts of Steering Committee work groups.

The intent of this Work Order Amendment is to provide support to the District Steering Committee and workgroups through December 31, 2020. Community outreach covers those services related to Steering Committee and Working Group facilitation, public education, and intercommunity collaboration, all in support of the compliance with more stringent state and federal wastewater mandates.

With only two years left until the Consent Order deadline of 2021, now, more than ever, the impact of this project must be clearly communicated to members of the public.

II. SCOPE OF SERVICES

A. Task 1: Project Management

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as-needed basis. The Consultant’s subconsultant, Paige Marketing Communications Group, Inc. (the “Paige Group”), will lead this effort. Nancy Pattarini will be the Project Manager from the Paige Group.

B. Task 2: Steering Committee and Member Municipality Outreach

The Steering Committee is a critical component of the success of the District Sanitary Sewer Overflow Mitigation Project. Consisting of officials and representatives from each District member municipality, this group provides input regarding the development of projects and programs and project oversight. In addition, in 2020 it will be necessary to schedule meetings with member municipality boards/councils to provide status reports on the progress of I/I removal at the local level. These meetings will also provide District municipalities with information on available resources and shared services opportunities in order to lessen the burden to the communities.

The project team will continue to be responsible for the planning and facilitation of Steering Committee meetings. This will include:

- i. Coordination and facilitation of Steering Committee meetings, PPII Working Group meetings, Shared Services Working Group meetings, and additional outreach meetings with officials and stakeholders, as required. Tasks include development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, project team, and the County.
- ii. Design, development, preparation and distribution of materials, including:
 1. Project-related reference materials, especially information related to repair and rehabilitation plans, schedules, costs, and funding.
 2. Meeting agendas.
 3. Member notification.
 4. Compilation and distribution of meeting reports.
 5. Periodic surveying of committee members to assess the effectiveness of the committee process.
 6. Maintain database of project team, Steering Committee members, stakeholders, and key constituents

C. Task 3: Stakeholder Communication

This complicated but critical infrastructure project requires a significant investment of public monies. As such, transparency to ratepayers and the general community is of the utmost importance. This includes communications and reporting to all key stakeholders, such as the Oneida County Board of Legislators, the County Executive, and leadership of the member towns and villages.

The project team will be responsible for production and distribution/presentation of the following:

- i. Steering Committee meeting minutes.
- ii. Project News Bulletin containing the latest information on project milestones; public outreach activities in towns/villages; upcoming project deadlines; and news related to NYSDEC requirements, project funding, and more.
- iii. Periodic presentations to the Public Works Committee, Ways & Means Committee, and/or the full legislature.

D. Task 4: Public Outreach and Media Relations

The goal of public outreach and media relations is to engage local news outlets to run informative, engaging stories that increase project awareness, support, and participation among those residents that had little or no awareness of the impacts of sewer overflows.

The project team will support this ongoing effort through its strategic actions, including:

- i. Media relations, such as facilitating news stories, coordinating interviews, and fulfilling information requests.

- ii. Drafting and editing media releases, editorials, and other forms of submitted articles.
- iii. Consultation regarding public information messaging and media involvement.
- iv. Presenting project education materials and delivering educational presentations at community events.

III. SCHEDULE

The work associated with this Work Order Amendment will commence January 1, 2020 and continue through December 31, 2020.

IV. COMPENSATION

- A. The 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 through December 31, 2020 as outlined in Section II is estimated at \$51,500, as shown in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Consultant for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 28, Amendment No. 7 – Community Outreach 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 the County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, PE

By: Anthony J. Picente, Jr.

Title: Associate

Title: County Executive

Signature: Howard B. LaFever

Signature: _____

Date: 12/10/19

Date: _____

WORK ORDER NO. - 28 Amendment 7

Community Outreach
(FY 2020)

FEE ESTIMATE

November 7, 2019

Table 1
Fee Estimate
Work Order 28 Amendment No. 7

TABLE 1

Description	Task 1 Project Management	Task 2 Steering Committee and Member Municipality Meetings	Task 3 Stakeholder Communication	Task 4 Public Outreach and Media Relations	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate	Total Cost	Subtotals
Paige Marketing Communications Group, Inc.												
Principal		40	27						67	\$190.00	\$12,730.00	
Creative Director				10					10	\$143.00	\$1,430.00	
Web Developer				25					25	\$128.00	\$3,200.00	
Program Planner/Strategist	22	24							46	\$119.00	\$5,474.00	
Public Relations Manager	15	20	15	20					70	\$129.00	\$9,030.00	
AV/Videoographer				20					20	\$143.00	\$2,860.00	
Copy Writer			18						18	\$119.00	\$2,142.00	
Graphic Designer			10	10					20	\$109.00	\$2,180.00	
Public Relations Specialist		20	20						40	\$109.00	\$4,360.00	
Production Specialist			10	13					23	\$90.00	\$2,070.00	
Project Administrator	8	10	7	7					32	\$62.00	\$1,984.00	
												\$47,460.00
Subtotal Labor	\$5,049.00	\$15,836.00	\$13,811.00	\$12,764.00	\$0.00	\$0.00	\$0.00	\$0.00	371			\$47,460.00
Direct Expenses												
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Reproduction/Printing	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$2,500.00	
Office Expenses	\$0.00	\$1,000.00	\$40.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,540.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Subtotal Disbursements	\$480.00	\$480.00	\$2,540.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00			\$4,040.00	
PROJECT TOTAL	\$5,529.00	\$16,316.00	\$16,351.00	\$13,264.00	\$0.00	\$0.00	\$0.00	\$0.00			\$51,500.00	\$51,500.00
											ESTIMATED COMPENSATION	\$51,500.00

**ATTACHMENT A
RATE SCHEDULE**

1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Principal	\$190.00
Creative Director	\$143.00
Web Developer	\$128.00
Program Planner/Strategist	\$119.00
Public Relations Manager	\$129.00
AV/Videographer	\$143.00
Copy Writer	\$119.00
Graphic Designer	\$109.00
Public Relations Specialist	\$109.00
Production Specialist	\$ 90.00
Project Administrator	\$ 62.00

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

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

- 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;
- 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 the CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of the CONSULTANT's normal coverage's or limits;