

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR THE MARCH 13, 2024 MEETING

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

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 8, 2024

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

FN 20

24 105

READ & FILED

Re: Disadvantaged Business Enterprise Program Policy Statement

Dear Honorable Members:

In accordance with 49 CFR Part 26, enclosed please find a copy of Oneida County's Disadvantaged Business Enterprise (DBE) Policy Statement. This transmission is for informational purposes only, and no action is required by the Board.

Very truly yours,


Anthony J. Picente, Jr.

Enclosure

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Oneida County, owner of Griffiss International Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Oneida County has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Oneida County has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Oneida County to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also Oneida County policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Edward R. Arcuri, Commissioner of Aviation has been delegated as the DBE Liaison Officer. In that capacity, Edward R. Arcuri is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Oneida County in its financial assistance agreements with the Department of Transportation.

Oneida County has disseminated this policy statement to the Board of Legislators and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on Oneida County DOT-assisted contracts as well as on our website at www.ocgov.net.



The Honorable Anthony J. Picente Jr.
County Executive

2-8-24
Date



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 15, 2024

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

EN 20 24-106

WAYS & MEANS

Dear Board Chairman:

Governor Hochul is in the process of submitting a budget for the upcoming state budget year, The Governor has reported that various costs are going to go up in the new budget and New York State notified Oneida County that they are changing the FMAP formula, and it will have an adverse effect on county budgets now and in the future,

I am recommending setting up a reserve for increased Medicaid cost in the future to help smooth the impact these increases may have on the taxpayers and county taxes. I would like to put \$10,000,000.00 in the reserve and review the amount every year as we start to feel the impact of New York States latest cost shifting.

I therefore request your Board's approval to of the following transfer for 2024:

TO:

A913-800 Committed Fund Balance - Medicaid.....\$ 10,000,000.00

FROM:

A917 Unassigned Fund Balance.....\$ 10,000,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 15, 2024

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

FN 20 24 - 107

WAYS & MEANS

Dear Board Chairman:

On November 8th, 2023, the Board of Legislators approved to the 2024 Capital Budget that included many worthy projects. Financing for the various projects included bonding and direct appropriation as well as other funding sources. Now that the 2024 Budget year is underway, it is now necessary to do the book-keeping in order to fund these projects with the direct appropriation including the funding of the new CAD system for Emergency Services which was cut from the 2024 capital projects in error. This bookkeeping entry will fund the 2024 Capital projects along with cleaning up various capital accounts.

I therefore request your Board's approval to of the following supplemental appropriation for 2024:

TO:

A9900 9901.105 Transfer to the Capital Account.....\$ 11,103,900.00

This supplemental appropriation is fully supported by:

A599 Appropriated Fund Balance.....\$ 11,103,900.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 15, 2024

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

FN 20 24-08

WAYS & MEANS

Dear Board Chairman:

During the 2024 Budget Process some items were eliminated from the 2024 budget. The intention was to use the fund balance on these big-ticket items along with reducing bonding. Griffiss Airfield is purchasing some vital equipment. Buildings and Grounds is purchasing a body scanner for the general public entering the County Building. The Sheriff's Office is also purchasing a body scanner along with two portable metal detectors and a tow behind, solar operated surveillance camera and finally, Emergency Services, is purchasing an Air Van to replace one of its vans that is no longer road worthy.

I therefore request your Board's approval to of the following supplemental appropriation for 2024:

TO:

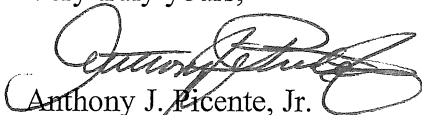
A5610 5610.290-000 - Airport – Other Equipment.....	\$ 188,691.00
A1620 1620.290-000 – Buildings and Grounds – Other Equipment.....	80,000.00
A3110 3110.290-000 – Sheriff – Administration – Other Equipment.....	210,637.00
A3020 3020.251-000 – Emergency Services – Automotive Equipment.....	<u>146,000.00</u>
Total.....	\$ 625,328.00

This supplemental appropriation is fully supported by:

A599	Appropriated Fund Balance.....	\$ 625,328.00
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Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 13, 2024

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

FN 20 24-109

WAYS & MEANS

RE: Reappointment of Legislative Representative Christopher Newton to the Region 6 Fish and Wildlife Management Board

Honorable Members:

I am in receipt of correspondence from Chairman Fiorini recommending appointments to the Region 6 Fish and Wildlife Management Board, a copy of which is enclosed herewith. Pursuant to New York State Environmental Conservation Law Section 11-0501 and Article XX, Section 2002, of the Oneida County Charter, I submit to you the reappointment of Christopher Newton as Legislative Representative to serve on the Region 6 Fish and Wildlife Management Board.

In accordance with Article XX, Section 2002, said appointment is subject to confirmation by the Oneida County Board of Legislators.

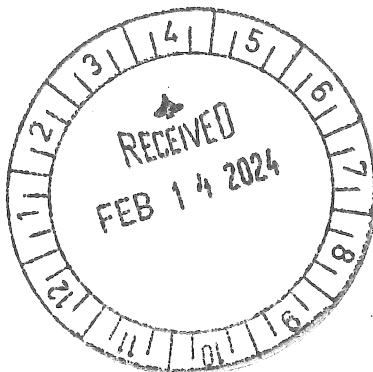
I request that this appointment be placed on the Agenda for consideration at your next meeting.

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

Very truly yours,

Anthony J. Picente, Jr.

Enclosure





ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045

February 13, 2024

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

Dear Mr. Picente:

Mr. Fred Munk of the Region 6, Fish & Wildlife Management Board, has notified us that the terms of Legislative Representative, Christopher Newton and Sportsman Representative, Arthur Smolinski expired on December 31, 2023.

I am requesting the reappointment of Christopher Newton as Legislative Representative and the appointment of Brandon Williams as Sportsmen Representative to replace Arthur Smolinski, who is stepping down from this position on the Board. I ask that both be appointed for a 2 year term, starting January 1, 2024 and ending December 31, 2025.

If you concur, I ask that you send a letter to the Board requesting their reappointments for our March meeting.

Respectfully,

A handwritten signature in cursive script, appearing to read "Gerald J. Fiorini".

Gerald J. Fiorini
Chairman of the Board



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 13, 2024

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

FN 20 24-110

WAYS & MEANS

RE: Appointment of Sportsman Representative Brandon Williams to the Region 6 Fish and Wildlife Management Board

Honorable Members:

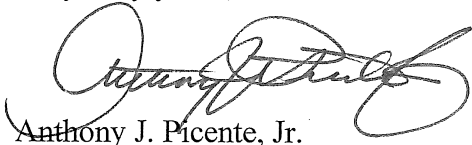
I am in receipt of correspondence from Chairman Fiorini recommending appointments to the Region 6 Fish and Wildlife Management Board, a copy of which is enclosed herewith. Pursuant to New York State Environmental Conservation Law Section 11-0501 and Article XX, Section 2002, of the Oneida County Charter, I submit to you the appointment of Brandon Williams as Sportsman Representative to serve on the Region 6 Fish and Wildlife Management Board.

In accordance with Article XX, Section 2002, said appointment is subject to confirmation by the Oneida County Board of Legislators.

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

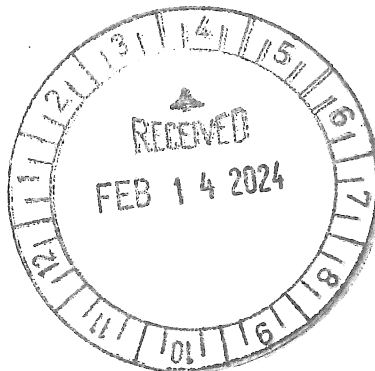
Thank you for the Board's kind attention to this matter.

Very truly yours,



Anthony J. Picente, Jr.

Enclosure





ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045

February 13, 2024

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

Dear Mr. Picente:

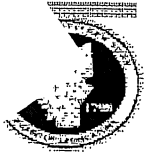
Mr. Fred Munk of the Region 6, Fish & Wildlife Management Board, has notified us that the terms of Legislative Representative, Christopher Newton and Sportsman Representative, Arthur Smolinski expired on December 31, 2023.

I am requesting the reappointment of Christopher Newton as Legislative Representative and the appointment of Brandon Williams as Sportsmen Representative to replace Arthur Smolinski, who is stepping down from this position on the Board. I ask that both be appointed for a 2 year term, starting January 1, 2024 and ending December 31, 2025.

If you concur, I ask that you send a letter to the Board requesting their reappointments for our March meeting.

Respectfully,

Gerald J. Fiorini
Chairman of the Board



ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT
ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

PHONE: (315) 798-5688 FAX: (315) 798-5924
Dennis Brenon, Director
Email: dbrenon@ocgov.net

Workers' Compensation
Committee
Norman Leach, Chairman

February 20, 2024

Honorable Gerald J. Fiorini
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

FN 20 24-111

WORKERS' COMPENSATION
WAYS & MEANS

Re: Workers' Compensation Self-Insurance Plan (Claims Administration Agreement)

Dear Chairman Fiorini:

Enclosed for your consideration please find a proposed third-party claims administration agreement between the Oneida County Workers' Compensation Committee, as Administrator of the Oneida County Self-Insurance Plan, and NCA Comp, Inc. The contract term is for three years (03/15/2024 – 03/14/2027), with an option, upon the parties' mutual consent, for two additional one-year terms (03/15/27 – 03/14/2028 and 03/15/28 – 03/15/29). The total cost for the initial three-year term is \$589,982.00, which is payable in monthly installments.

A third-party claims administrator is essential for administering, managing and supervising all workers' compensation claim functions—from initial claim filing through final resolution—associated with the County's self-insurance plan. As you may recall, the Workers' Compensation Committee met on November 15, 2023 to consider competing vendor proposals, and, after careful review, the Committee voted unanimously to accept NCA Comp's proposal.

Assuming this proposed contract meets with your approval, I respectfully request that you forward it to the Board of Legislators for its review and approval. Thank you for your consideration.

Very truly yours,

Norman E. Leach
Workers Compensation Committee Chairman

Encs.

Oneida Co. Department: Workers Compensation

Competing Proposal X
Only Respondent _____
Sole Source _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NCA Comp., Inc.
14 Lafayette Square, Suite 700
Buffalo, New York 14203

Title of Activity or Service: Workers' Compensation Self-Insurance Plan
Third-Party Claims Administration Agreement

Proposed Dates of Operation: March 15, 2024 - March 14, 2027
(with option to extend for two additional one-year terms)

Client Population/Number to be Served: Members of Oneida County Self-Insurance Plan

Summary Statements

- 1) **Narrative Description of Proposed Services:** In connection with the County's self-insurance plan, the third-party administrator will administrator, manage and supervise all workers' compensation claim functions (from initial claim filing to final resolution) in compliance with applicable laws, rules and regulations, as well as accepted professional standards and practices.
- 2) **Program/Service Objectives and Outcomes:** To meet expectations of the Oneida County Self Insurance Plan and its members.
- 3) **Program Design and Staffing**
Per the contract, the vendor will rely on its in-house experts (e.g., nurses) and, when necessary, arrange for outside experts, e.g., attorneys, doctors, and actuaries.

Total Funding Requested: \$589,982.00

Account # 1710.195

Oneida County Dept. Funding Recommendation: \$589,982.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: NCA Comp has previously provided these services for the County with excellent results.

**WORKERS' COMPENSATION SELF-INSURANCE PLAN
THIRD-PARTY CLAIMS ADMINISTRATION AGREEMENT**

THIS AGREEMENT (“Agreement”) entered into by and between by the Oneida County Workers’ Compensation Committee, as Administrator of the of the Oneida County Self-Insurance Plan, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“Client”), and NCAComp, Inc., a domestic corporation organized and existing under the laws of the State of New York, having its principal office located at 14 Lafayette Square, Suite 700, Buffalo, New York (“NCAComp”).

WITNESSETH

WHEREAS, Client administers a county self-insurance plan (“Plan”), created pursuant to article 5 of the New York State Workers' Compensation Laws (“WCL”), whose members include employees of, among other public entities, Oneida County, two cities, 24 towns, 14 villages, 37 volunteer fire companies, four volunteer ambulance corps, Mohawk Valley Community College, Oneida-Herkimer Solid Waste Authority, and Cornell Cooperative Extension (collectively, “Plan members”); and

WHEREAS, Client desires third-party claim administration services for its Plan, including, for example, services for investigation, handling and defense of existing and future Workers' Compensation claims; and

WHEREAS, NCAComp is engaged in the business of providing the desired services;

NOW THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and NCAComp agree as follows:

1.0 TERM AND TERMINATION

- 1.1** The term of this Agreement shall be three years from March 15, 2024 through March 14, 2027. Thereafter, the Parties shall have the option, upon their written agreement, to renew this Agreement for up two additional one-year terms, under the same terms and conditions contained herein.
- 1.2** In the event Client is in default of its financial obligations to NCAComp, NCAComp shall have the right to cancel this Agreement on 30 days’ written notice to Client, notwithstanding any other provisions herein. Any such cancellation shall not affect Client’s obligations to make full payment for all services rendered and expenses incurred prior to termination.
- 1.3** In the event NCAComp materially breaches this Agreement, Client shall give written notice to NCAComp of the breach. NCAComp’s failure to remedy such breach within 30 days of receipt of such written notice shall be grounds for Client to terminate this Agreement immediately. Further, if NCAComp files for bankruptcy, is declared insolvent, or otherwise terminates or suspends its business operations without assigning this Agreement to a permitted assignee, Client may terminate this Agreement immediately.

- 1.4 The Client reserves the right to cancel this Agreement, for any reason, upon ninety (90) days written notice to NCAComp.

2.0 SCOPE OF SERVICES

- 2.1 NCAComp shall administer, manage and supervise all Workers' Compensation claim functions in full compliance with all applicable laws, rules and regulations, and generally accepted professional standards and practices.
- 2.2 NCAComp shall establish a file with respect to each claim, which may be accessed by Client, as needed, through the NCAComp client web portal. The claim information shall be housed in related file and risk management systems following the most stringent cyber security protocols reasonably available.
- 2.3 NCAComp shall investigate all claims and recommend the amount of loss reserve to be established with respect to each claim. Reserves shall be periodically reviewed for accuracy, either when a new medical report or administrative decision is received, or during the annual review and audit process.
- 2.4 NCAComp shall furnish all claim forms necessary for proper claims administration. Claim forms shall be available either through the public pages on the ncaomp.com website, or otherwise as a fillable form for Plan members to add claim information directly to NCA's website or to expedite sending it to the Workers' Compensation Board ("Board") to fulfill their obligations as an employer.
- 2.5 NCAComp shall adjust and settle all claims within the discretionary settlement authority limit as agreed upon between the Parties. Any program or claim reviews shall be on an as needed basis between the Parties.
- 2.6 NCAComp shall supervise all litigation, or other proceedings involving any claim, and arrange for legal representation at any judicial or administrative hearing involving any claim.
- 2.7 NCAComp shall retain and then destroy files for each claim in accordance with legal requirements, or at the specific direction of Client if consistent with legal requirements.
- 2.8 NCA shall provide automated loss reports on a monthly basis electronically to the Oneida County Workers' Compensation Director.
- 2.9 NCA shall prepare files for subrogation and recovery as necessary.
- 2.10 In instances where NCAComp is also the broker of record on any excess workers' compensation insurance policy of Client, NCAComp shall make required reports to the excess carrier including the first report of injury. In instances where NCAComp is not the broker of record on the any excess workers' compensation

insurance policy of Client, NCAComp shall make required reports to the excess carrier, including the first report of injury, only when Client has provided NCAComp with a copy of the policy in force.

3.0 REPRESENTATIONS

- 3.1** NCAComp warrants and represents that it is qualified to perform the work and services required under this Agreement, and that it is familiar with and will comply with all relevant and applicable federal, state, and local statutes, rules, and regulations pertinent to its performance under this Agreement.
- 3.2** NCAComp warrants and represents that each person performing work under this Agreement shall be completely trained, fully qualified and competent to perform such work, and shall be properly licensed or certified, when required by law, to perform such services. NCAComp is hereby given notice that Client will be relying upon the accuracy, competence, and completeness of NCAComp's services in using the reports, summaries and recommendations prepared by NCAComp pursuant to this Agreement.
- 3.3** NCAComp warrants and represents that the services it renders under this Agreement shall be performed in an efficient and expeditious manner and in accordance with generally accepted professional standards and practices.
- 3.4** NCAComp acknowledges and agrees that its officers, agents, directors and employees have no authority to enter into contracts that bind the Client or create obligations on the part of the Client without the prior written authorization of the Client.
- 3.5** NCAComp shall inform the Client within twenty-four (24) hours if, due to a conflict, it is unable to accept an assignment and/or perform services pursuant to this Agreement. NCAComp maintains the right to do so at any time, and the Client maintains the right to contract with other individuals or entities to perform the same services.

4.0 CLIENT'S OBLIGATIONS

- 4.1** Client shall pay NCAComp, via monthly installments, the following annual Administration Fees:
 - 4.1.1** Year 1 (March 15, 2024 through March 14, 2025): \$189,000.00;
 - 4.1.2** Year 2 (March 15, 2025 through March 14, 2026): \$196,560.00;
 - 4.1.3** Year 3 (March 15, 2026 through March 14, 2027): \$204,422.00;
 - 4.1.4** Optional pricing for Year 4 (March 15, 2027 through March 14, 2028): \$212,599.00;
 - 4.1.5** Optional pricing for Year 5 (March 15, 2028 through March 14, 2029): \$221,103.00.

- 4.2** Client shall pay NCAComp for Additional Services (if not included in above-noted Administration Fees) at the following rates:
- 4.2.1** Hospital and Medical Bill Audits: \$10 per bill for fee schedule adjustment;
 - 4.2.2** Utilization of Preferred Provider Organization (PPO) pricing discounts when available, including silent networks: 29% of savings below fee schedule for PPO and negotiated savings realized;
 - 4.2.3** Attendance at all claim reviews for members and Executive Committee meetings: included in Administrative Fee;
 - 4.2.4** ISO Claim Searches: \$15 per search;
 - 4.2.5** MMSEA Data Exchange: included in Administrative Fee;
 - 4.2.6** Data Transfer Exchange: included in Administrative Fee;
 - 4.2.7** Medical Treatment Guideline Review: \$105 per hour;
 - 4.2.8** Non-Acute Pain Treatment Guidelines: \$105 per hour;
 - 4.2.9** Nurse Case Management In-House & Field Services: \$105 per hour;
 - 4.2.10** Medical Cost Containment Services: per specific vendor cost, otherwise \$105 per hour if performed by NCAComp's nurse case managers;
 - 4.2.11** Pharmacy Benefit Manager: per specific vendor cost;
 - 4.2.12** Vocational Rehabilitation: per specific vendor cost;
 - 4.2.13** Subrogation and Recovery: included in Administrative Fee;
 - 4.2.14** Investigation & Surveillance: per specific vendor cost;
 - 4.2.15** Independent Medical Exams: per specific vendor cost;
 - 4.2.16** Attorney Fees: per specific vendor cost; and
 - 4.2.17** Professional Testimony & Deposition: per specific vendor cost.
- 4.3** Client shall promptly report to NCAComp all accidents coming to its attention involving any of its members' employees. These reports shall be on forms as directed by the Board or on other forms as the parties may agree.
- 4.4** Client shall establish and provide sufficient funds in Client's claims' account to enable NCAComp at all times to pay claims and loss adjustment expenses in accordance with the terms and conditions of this Agreement.
- 4.5** Client shall authorize, and hereby does authorize, NCAComp to withdraw from the claims' account such funds as may be necessary to enable NCAComp to pay claims, claim file expenses, and fees for Additional Services, as set forth in Section 4.2.
- 4.6** Client acknowledges and agrees that NCAComp is providing administrative services only under this Agreement and that Client remains responsible for all payments due to third parties regarding claims, whether to employees, medical providers or others.
- 4.7** Client acknowledges its ongoing obligation to comply with the mandatory insurer reporting as set forth in Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "MMSEA"). NCAComp shall act as Client's reporting agent for purposes of complying with the MMSEA for all claims reported by Client to NCAComp. Client consents to the disclosure of all reportable information by NCAComp for purposes of MMSEA mandatory insurer reporting.

5.0 INSURANCE

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

5.1.1 Commercial General Liability (CGL)

- Coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
- CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- Client and any other parties required by Client shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).

5.1.2 Workers' Compensation and Employer's Liability

- Statutory New York limits apply.

5.1.3 Professional Liability

- Coverage with limits of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

5.1.4 Commercial Umbrella

- Coverage limits must be at least \$1,000,000.
- Coverage must include as additional insureds all entities that are additional insureds on the CGL.
- Coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

5.2 Waiver of Subrogation: NCAComp waives all rights against Client and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, professional liability, umbrella coverage or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

5.3 Certificates of Insurance: Prior to the start of any work, NCAComp shall provide a certificate of insurance to Client. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of NCAComp's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Client.

- 5.4 If NCAComp fails to procure insurance for the Client as required above, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Client, and their respective insurers, which would have otherwise been paid by NCAComp's required insurance.

6.0 INDEMNIFICATION

- 6.1 To the fullest extent permitted by applicable law, NCAComp (the "Indemnifying Party") shall indemnify and hold harmless, and at Client's option, defend Client, 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, servants, and/or employees arising out of or in connection with this Agreement.

- 6.2 To the fullest extent permitted by applicable law, Client (the "Indemnifying Party") shall indemnify and hold harmless, and at NCAComp's option, defend NCAComp, 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, servants and/or employees arising out of or in connection with this Agreement.

7.0 NOTICES

- 7.1 All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to NCAComp:
Erin Jordan
NCAComp, Inc.
Rand Building Suite 700
14 Lafayette Square
Buffalo, NY 14203

If to Client:
Dennis Brenon, Director
Oneida County Department of Workers' Compensation
800 Park Avenue
Utica, NY 13501

8.0 GOVERNING LAW, VENUE AND JURISDICTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

9.0 INDEPENDENT CONTRACTOR

9.1 The Parties, in the performance of this Agreement, shall be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

10.0 SEVERABILITY

10.1 In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.0 ASSIGNMENT

11.1 Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

12.0 WAIVER OF BREACH

12.1 No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either Party to enforce at any time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

13.0 FORCE MAJEURE

13.1 In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

14.0 CONFIDENTIALITY

14.1 Except as otherwise required for the provision of services, the Parties shall not disclose to any unauthorized third party any confidential information of the other party during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

15.0 INDEPENDENT CONTRACTOR

15.1 The Parties, in the performance of this Agreement, shall be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

16.0 SURVIVAL BEYOND COMPLETION

16.1 The terms, provisions, representations, and warranties contained in this Agreement shall survive the delivery of services and the payments thereof.

17.0 COUNTERPARTS

17.1 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

18.0 ENTIRE AGREEMENT

18.1 The terms of this Agreement, including any exhibits, 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

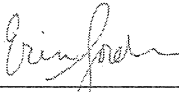
acknowledge that they have read, understood and agreed to all the terms contained in any exhibits attached hereto, including, but not limited to, Exhibit A (Standard Oneida County Conditions). Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto.

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

For: Oneida County Self-Insurance Plan

For: NCAComp, Inc.

By: _____
Name: Norman E. Leach
Title: Chairman, Oneida County
Workers' Compensation Committee

By:  _____
Name: Erin G Jordan
Title: CEO

Date: _____

Date: February 15, 2024

Approved:

Christopher J. Kalil
Assistant County Attorney

Exhibit A--STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

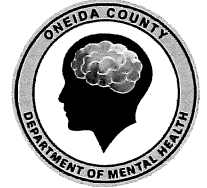
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that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

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

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



ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner
Director of Community Services

February 21, 2024

FN 20 24-112

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: Transfer of OCDMH Opiate Settlement Funds from Revenue to Expenditure Account

Dear County Executive Picente,

As you are aware, the NYS Office of Addiction Services and Supports (OASAS) allocated Opiate Settlement Funds directly to the Oneida County Department of Mental Health (OCDMH) pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-nn which set forth permissible uses for New York Opioid Settlement funds.

Such funds have already been deposited into revenue account # **A410-410/112**. OCDMH is requesting that a total of **\$919,489.00** be moved into expenditure account # **A 4310 4310.495-180**. Attached is a summary of the agencies to which these funds shall be distributed. The majority of funds to be dispersed are for awardees of the 2023 Oneida County Opioid Response RFP. The 2023 Oneida County Opioid Response RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.

Funding allocations:

- **Helio Health, Inc. – Oneida Rural Treatment Expansion Project**
- **Integrated Community Alternatives Network – School Opioid Response Project**
- **Integrated Community Alternatives Network – Educational Preventative Programming**
- **Partnership to End Addiction – Incentivize EndODNY in Oneida County**
- **Upstate Caring Partners, Inc. – UCP Enhanced Peer Services**

If this request meets your approval, please forward them to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have with regard to these proposals.

Sincerely,

Ashlee L. Thompson, MHA, MSED., Master CASAC
Commissioner of Mental Health/Director of Community Services

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

Anthony J. Picente, Jr.
County Executive

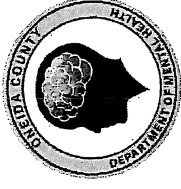
Date 2/22/24



ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner
Director of Community Services



AGENCY	TITLE	BRIEF PROPOSAL NARRATIVE	AMOUNT AWARDED	TERM
Helio Health, Inc. #189014	<i>Oneida Rural Treatment Expansion Project</i>	<p><u>2023 Oneida County Opioid Response RFP Award</u></p> <p>While Oneida County has been aggressive in its efforts to combat the ongoing opioid crisis, meeting the needs of the rural communities in the county continue to be a challenge. Leveraging its designation as a Demonstration Certified Community Behavioral Health Clinic (CCBHC), Helio Health is proposing to expand CCBHC services to target rural regions of Oneida County. Specifically, Helio Health will offer full time SUD and dually diagnosed SUD/MH clinic services in Camden, Medication-Assisted Treatment (MAT) via telehealth and full-time Peer Support Services.</p>	\$183,955.50	12 months
Integrated Community Alternatives Network (ICAN) #189054	<i>School Opioid Response Project</i>	<p><u>2023 Oneida County Opioid Response RFP Award</u></p> <p>Intervention of youth opioid abuse through school-based trainings and supports for students in grades 6-12 in high-risk schools in Oneida County and school administrators and staff. It includes four core evidence-based components: 1) In-school trainings for up to 4,000 students from the evidence-based Opioid Lifeline This is Not About Drugs Training Program; 2) Screening, Brief Intervention, and Referral to Treatment (SBIRT) training for school staff and community-based service providers; 3) Overdose Lifeline School Naloxone Opioid Overdose Training for up to 400 school staff including nurses at high risk schools; and 4) Individualized training and technical assistance to school administrators to address opioid misuse in their schools.</p>	\$300,000.00	12 months
Integrated Community Alternatives Network (ICAN)	<i>Educational Preventative Programming</i>	<p>ICAN shall facilitate educational preventative programming to focus on the social, emotional, behavioral health and wellbeing of young people in Oneida County. Such funding shall be included in the above Opioid Response contract agreement.</p>	\$120,000	12 months

800 PARK AVENUE, 9TH FLOOR, UTICA, NY 13501
PHONE: 315-768-3660 | FAX: 315-768-3670 | mentalhealth@ocgov.net

#189054 Partnership to End Addiction #189015	<i>Incentivize EndODNY in Oneida County</i>	<u>2023 Oneida County Opioid Response RFP Award</u> Funding will be used to pay for, manage and promote small incentives for Oneida County residents to sign up for the Partnership's EndODNY automated text program, especially those at risk of overdose, their loved ones, and the people who work to keep them safe. Registrants receive educational texts so they are better equipped to prevent or respond to overdoses and "spike alerts" when overdoses occur in Oneida County.	\$16,977.66	12 months
Upstate Caring Partners (UCP) #189013	<i>UCP Enhanced Peer Services to Increase Engagement in Recovery Support Services</i>	<u>2023 Oneida County Opioid Response RFP Award</u> The proposed services are: "support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions" and "provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions" within the "support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions" approved use. Our target population includes individuals experiencing homelessness or housing instability, those transitioning from carceral settings, and those moving from crisis stabilization, withdrawal services, or inpatient rehabilitation services, through the developing a walk-in center located at 1427 Genesee St., and co-located with planned Crisis Respite and Residential Services. The goals include: (1) promote prevention, stabilization, and recovery services for the targeted population, (2) provide integrated care addressing social determinants of health (SDOH) and (3) enhance accessibility to community-based Behavioral Health (BH) services.	\$299,970.00	24 months
Total Funds:			\$919,488.35	

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

January 30, 2024

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

FN 20 24-113
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Department of Family and Community Services' Office for the Aging and Continuing Care, and Worldwide Travel Staffing, Limited, for your review and approval. This Agreement will provide nursing assessments for Office for the Aging and Continuing Care seniors upon request in order to maintain their health and safety.

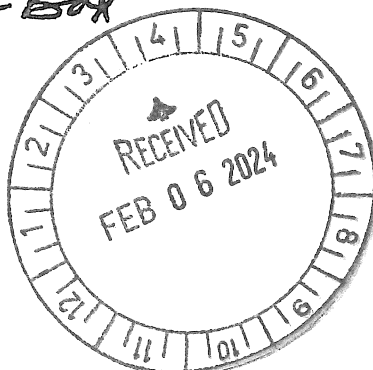
This Agreement begins on January 1, 2024 and continues through December 31, 2028. The cost per client is \$825.00 per nursing assessment for the first three years, and \$850.00 per nursing assessment for years four and five. Total of all assessments shall not exceed \$1,127,250.00 for the five (5) years of this Agreement.

If this agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting. I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/mk



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

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

Date 2-6-24

#58100

Oneida Co. Department Family and Community Services
OFA/OCC

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, New York 14150

Title of Activity or Services: Nursing Assessments

Proposed Dates of Operations: January 1, 2024 through December 31, 2028

Client Population/Number to be Served: Individuals referred for this service by the Office for the Aging and Continuing Care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Contractor will provide nursing assessments for individuals referred by the Office for the Aging and Continuing Care.

2). Program/Service Objectives and Outcomes:

This service will provide nursing assessments for Office for the Aging and Continuing Care seniors in order to maintain their health and safety.

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

Total Funding Requested: \$1,127,250.00 **Account #:** A6774.495-705

Oneida County Dept. Funding Recommendation: \$1,127,250.00

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

Cost Per Client Served: \$825.00 per assessment, years 1-3
 \$850.00 per assessment, years 4-5

Past performance Served: N/A

O.C. Department Staff Comments: This contract was awarded in response to an RFP.

AGREEMENT

This Agreement, made by and between **WORLDWIDE TRAVEL STAFFING, LIMITED**, a domestic business corporation organized and existing under the laws of the State of New York, with its principal offices located at 2829 Sheridan Drive, Tonawanda, New York 14150, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "**COUNTY**." Each party to this Agreement shall be called a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, the **COUNTY**, through its Department of Family and Community Services' Office for the Aging and Continuing Care, has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Olderians Act Title III, Title V, New York State Office for the Aging (NYSOFA), Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/ Senior Health Insurance Program (SHIP), and **COUNTY**; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement shall commence **January 1, 2024 and continue through December 31, 2028.**

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR**, and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall receive referrals from the **COUNTY** via fax, email or phone communication. Within 24 hours of referral, the **CONTRACTOR** shall confirm with the **COUNTY** receipt of referral and shall contact the client or client's representative to arrange an appointment to complete the requested nursing assessment. Nursing assessments must be completed and required documentation returned to the **COUNTY** within five (5) business days of referral.

B. Each nursing assessment shall include:

- i. A review and interpretation of the physician's order;
- ii. The primary diagnosis code from the ICD-10-CM;
- iii. An evaluation of the functions and tasks required by the client;
- iv. An evaluation whether adaptive or specialized equipment or supplies including, but not limited to, bedside commodes, urinals, walkers and/or wheelchairs can meet the client's need for assistance with personal care function, and whether such equipment or supplies can be provided safely and cost-effectively;
- v. A developed care plan in collaboration with the client or his/her representative ("Home Care Plan"); and
- vi. Recommendation for authorization of services.

C. Reauthorization of Personal Care Assistant (PCA) Level II services (as defined by New York State Department of Health regulations) shall include:

- i. An evaluation of the PCA services provided during the previous authorization period;
- ii. A review of the nursing supervisory reports to assure that the client's needs have been adequately met during the initial authorization period; and
- iii. A reassessment when requested by the **COUNTY** due to an unexpected change in the client's social circumstances, mental status, or medical condition occurs, which would affect the type, amount or frequency of PCA services being provided during the authorization period.

D. The **CONTRACTOR** shall receive referrals from the **COUNTY** for Patient Review Instrument (PRI) assessments to assess the physical, medical, and cognitive status of people to determine the necessity for care within a long-term care setting. The **CONTRACTOR** agrees to

coordinate the results of said assessment with the **COUNTY** and a designated certified screen assessor for the completion of the screen portion of the assessment.

E. The **CONTRACTOR** shall receive from the **COUNTY** additional referrals for nursing assessments and shall determine and communicate to the **COUNTY** information regarding its ability to meet the request(s).

F. For the activities described herein, the measure of a unit is equal to one (1) hour of service to or on behalf of the client.

G. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met, there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

H. Any incident that occurs in the **CONTRACTOR'S** presence and affects a client's physical, mental or emotional health, financial status or living situation must be reported immediately in writing to the **COUNTY** on the specified fax form.

I. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- i. Ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- ii. Planning, coordination and ensuring the quality of all services provided; and
- iii. Ensuring adherence by both the **CONTRACTOR** and the **COUNTY** staff to the Home Care Plan established for each client.

J. The **COUNTY** shall provide the **CONTRACTOR** with confirmation of required documentation and a PCA approval form. This documentation shall be provided at the time of referral and thereafter as necessary or required by regulation. It shall be the responsibility of the **CONTRACTOR** to obtain required physician(s) orders related to **COUNTY** services being provided by the **CONTRACTOR**, and to develop a Home Care Plan according to regulations that shall accompany nursing assessments. It is understood that a **COUNTY** authorized designee shall review and approve the Home Care Plans, as well as broker the approved services. If there is a change in a client's condition, or a new home assessment or physician's order, the **CONTRACTOR** shall develop a revised Home Care Plan, and a copy shall be sent to the **COUNTY** for review and approval by the authorized **COUNTY** designee.

3. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the

services. The **CONTRACTOR** shall use its best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the client or client's representative in order to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

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

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

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all Parties that the **COUNTY** shall reimburse the **CONTRACTOR** for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement, the Community Services for the Elderly Program (CSEP), and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** a flat rate for all assessments with no additional fees for the provided services. Rates for the term of this agreement shall be:

Year One – January 1, 2024 through December 31, 2024:	\$825.00 per assessment
Year Two – January 1, 2025 through December 31, 2025:	\$825.00 per assessment
Year Three - January 1, 2026 through December 31, 2026:	\$825.00 per assessment
Year Four – January 1, 2027 through December 31, 2027:	\$850.00 per assessment
Year Five – January 1, 2028 through December 31, 2028:	\$850.00 per assessment

C. The total reimbursement for services provided under this Agreement shall not exceed One Million One Hundred Twenty-Seven Thousand Two Hundred Fifty Dollars and No Cents (\$1,127,250.00), as follows:

- i. The total reimbursement for Year One shall not exceed Two Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars (\$222,750.00).

- ii. The total reimbursement for Year Two shall not exceed Two Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars (\$222,750.00).
- iii. The total reimbursement for Year Three shall not exceed Two Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars (\$222,750.00).
- iv. The total reimbursement for Year Four shall not exceed Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500.00).
- v. The total reimbursement for Year Five shall not exceed Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500.00).

D. Reimbursement shall be made upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts, attached hereto as **APPENDIX A**.

E. The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

F. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold reimbursement under this Agreement due to **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

- i. Defective services;
- ii. Third party claims;
- iii. Failure of the **CONTRACTOR** to pay its subcontractors, if any;
- iv. Damage to the **COUNTY**, or
- v. Failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

I. Any change to the budget shall be at the sole discretion and approval of the **COUNTY'S** Commissioner of Social Services.

5. **TRAINING**

The **CONTRACTOR** and its Assistants shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state or local law or regulation necessary to perform the services described herein, the **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The **CONTRACTOR** and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

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

C. The **CONTRACTOR** and its Assistants shall not be eligible for compensation from the **COUNTY** due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its Assistants, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

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

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

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

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

7. **SUBCONTRACTS**

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON-ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the **COUNTY**, more fully described in **APPENDIX B**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- iv. Older Americans Act (42 U.S.C. 3001, et seq.)
- v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
- vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
- ix. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- x. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the **COUNTY'S** grievance procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX C**.

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX A**.

B. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

C. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are

in proportion to the total program budget.

D. The **CONTRACTOR** shall have an independent audit conducted for the contracted program if it has provided the services described in this Agreement to the **COUNTY** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

E. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

F. The **CONTRACTOR** shall cooperate with the close-out audit that is required when this Agreement is terminated.

G. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with 45 C.F.R. §75.381.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its Assistants and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of this Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, or its Assistants. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The **CONTRACTOR** shall provide insurance certificates on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Business Automobile Liability, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

- 1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.
- F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00). Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.
- G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and shall provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.
- J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.
- K. Reimbursement to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per the requirements stated above.

15. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all client's records and files.

B. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by dates specified by the **COUNTY**.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **COUNTY** reserves the right to cancel the Agreement upon thirty (30) day written notice to the other **CONTRACTOR**.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **ENTIRE AGREEMENT**

The terms of this Agreement, including Appendix A (Oneida County Office for the Aging Voucher Instructions), Appendix B (New York State Regulations), Appendix C (Oneida County Office for the Aging Grievance Procedures), the Standard Oneida County Conditions Addendum, and the Oneida County Department of Family and Community Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

19. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

20. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

21. **NON-WAIVER**

No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

22. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

23. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.


24. **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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Leo R. Blatz, R.M., M.S.N., Chief Executive Officer

01/29/2024
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

DEPARTMENT OF FAMILY AND COMMUNITY SERVICES



Colleen Fahy Box, Commissioner

Date

Approved:

Maryangela Scalzo, Esq., Deputy County Attorney
Health and Human Services

Date

APPENDIX A

Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.

- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman—kheitzman@ocgov.net

Jennifer Cuda—jcuda@ocgov.net

APPENDIX B

New York State Regulations

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)

- 45 CFR Part 74 (Administration of Grants)
- 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying)
- 45 CFR Part 1321, Subparts A D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)

Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)

Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)

Equal Pay Act of 1963, as amended (29 USC 206)

Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)

Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)

Single Audit Act of 1984 (31 USC 7501, et. seq.)

USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))

Office of Management and Budget (OMB)

- OMB Circular A 87 (Cost Principles for State and Local Governments)
- OMB Circular A 95 (Clearinghouse Review)
- OMB Circular A 102 (Uniform administrative Requirements for 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 and other Nonprofit Organizations)
- OMB Circular A 122 (Cost Principles for Nonprofit Organizations)
- OMB Circular A 128 (Audits of State and Local Governments)
- OMB Circular A 133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)

Article 19 J of the Executive Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)

New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)

Executive Law of New York State, Article 15 (State Human Rights Law)

Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)

Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)

Executive Law, Section 544 b (Defense and indemnification of representatives of the State Long Term Care Ombudsman Program)

Executive Law, Article 7 A (Registration and reporting provisions required of Charitable Organizations)

EISEP Program Standards

NYS Office for the Aging's 1990 Nutrition Program Standards (90 PI 26)

Legal Assistance Standards (94 PI 52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX C

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Dissatisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

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

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

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

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

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation

to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

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

smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

Updated: 11/8/2018

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Commissioner's Office
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218

January 30, 2024

FN 20 24-114

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Contractor will provide outreach and intake services for the Home Energy Assistance Program (HEAP) for the County of Oneida.

The term of this Agreement runs from November 1, 2022 through March 31, 2027. The Agreement cost is \$219,957.00 with no local cost to the County. This service went out to RFP and this is an awarded Agreement.

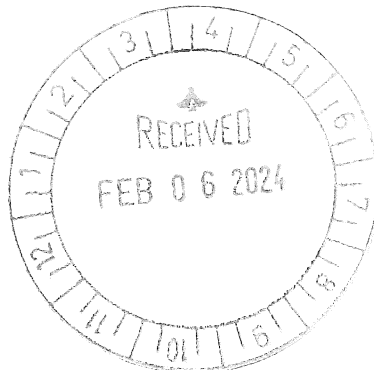
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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

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

Date 2-6-24

15101

Oneida Co. Department of Family and Community Services

Competing Proposal _____

Only Respondent x

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action Agency, Inc. (MVCAA)
9882 River Road
Utica, New York 13502

Title of Activity or Services: Home Energy Assistance Program (HEAP) Outreach and
Application Assistance

Proposed Dates of Operations: November 1, 2022 through March 31, 2027

Client Population/Number to
be Served: Households of low income not receiving Supplemental
Nutrition Assistance Program or Public Assistance.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

MVCAA provides information regarding the HEAP, as well as outreach and assistance with applications for both emergency and regular assistance. The HEAP typically runs November 1st through March 31st of each year. There are six (6) outreach sites within Oneida County and also provisions for home visits if clients cannot access the outreach sites.

2). Program/Service Objectives and Outcomes:

To provide outreach and intake services for the HEAP for the County of Oneida.

3). Program Design and Staffing Level:

Program Director and five (5) Resource Specialists

Total Funding Requested: \$219,957.00

Oneida County Dept. Funding Recommendation: \$219,957.00

Account # A6015.495

Mandated or Non-mandated: Service is mandated

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

Federal	100 %	\$219,957.00
State	0 %	\$ 0.00
County	0 %	\$ 0.00

Cost Per Client Served: N/A

Past performance Served:

MVCAA performs a valuable service to ensure that eligible Oneida County residents receive this 100% federally funded benefit.

O.C. Department Staff Comments:

The Department is satisfied with this provider's service and has had a contract with MVCAA since 1989. **There are no County funds used to support this effort. This service went out to RFP in 2022 and this is an awarded agreement. MVCAA was the sole responder. This service will be required to go out to RFP again at the end of this Agreement.**

#15101

Home Energy Assistance Program Outreach

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County) and Mohawk Valley Community Action Agency, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with offices located at 9882 River Road, Utica, New York 13502 (hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, the County's Department of Family and Community Service (hereinafter referred to as the Department) requires a service agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the County who qualify for and need assistance and care; and

WHEREAS, the Contractor, in consultation with the Department, has agreed to provide Home Energy Assistance Program (HEAP) outreach and services for specified and agreed-to fees as stated in Article IV of this Agreement; and

WHEREAS, the Department has accepted the offer of the Contractor to provide HEAP outreach and services;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on November 1, 2022 and terminate on March 31, 2027.

II. CONTRACTOR RESPONSIBILITIES:

1. The Contractor shall:

A. Assume responsibility for performance of outreach activities in connection with HEAP, consistent with the State Plan and regulations. The conduct of such outreach activities shall be designed to ensure that eligible households, especially households with elderly individuals, handicapped individuals, or both, are made aware of the assistance available under HEAP.

B. Accept and assist in the hardcopy and electronic submission of HEAP applications and required documentation of eligible low-income households in accordance with the State Plan, State-issued policy instructions and/or operation manuals.

C. Inform elderly applicants (aged 60 and over) of the services offered by the local Office for the Aging.

D. Make applications and appropriate instructions available as to where to apply for any person requesting an application.

E. Comply with program policy directives from the County concerning the provision of assistance or referral services to households in cases of energy emergencies.

F. Assist the Department in the ongoing review and monitoring of HEAP, including providing to the Department any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

G. In connection with HEAP fair hearings, provide appropriate witnesses, representatives and documents as requested by the Department.

H. Permit and cooperate with federal and/or state investigations undertaken in accordance with Section 2605 of the Low-Income Home Energy Assistance Act of 1981 and also State Investigations for Fraud.

I. Perform the responsibilities listed in the attached Appendix C.

III. DEPARTMENT RESPONSIBILITIES

1. The Department shall:

A. Retain overall supervision of HEAP within Oneida County.

B. Have the responsibility for the exercise of administrative and policy discretion with respect to the implementation and operation of HEAP, the sole making of all eligibility determinations and guarantees, the sole responsibility for certification of heating equipment repair benefits, recording and accounting procedures, and monitoring of Contractor performance.

C. Supply to the Contractor all HEAP forms and instructions for completion and other related materials, as needed.

IV. REIMBURSEMENT

1. The Department shall reimburse the Contractor an amount not to exceed the contract total of \$219,957.00

2. The program runs five months per year as determined by New York State, typically from November through March, but may vary.
3. The total reimbursement from the County to the Contractor for the term of this Agreement is \$219,957.00, and shall be divided yearly as follows:
 - a. For the period of November 1, 2022- March 31, 2023, reimbursement shall not exceed \$42,432.00.
 - b. For the period of November 1, 2023- March 31, 2024, reimbursement shall not exceed \$42,021.00
 - c. For the period of November 1, 2024 – March 31, 2025, reimbursement shall not exceed \$43,219.00.
 - d. For the period of November 1, 2025 – March 31, 2026, reimbursement shall not exceed \$46,147.00.
 - e. For the period of November 1, 2026 – March 31, 2027, reimbursement shall not exceed \$46,138.00.
4. Reimbursement will be made upon submission of monthly expenses as outlined in the Contractor's Budget Summary Form attached hereunto as Appendix D, upon submission of a County voucher and documentation to support line-item expenses requested.
5. Any changes made to the Contractor's Budget Summary Form shall be made in writing and approved by the Department's Commissioner prior to any change taking effect. Once approved by both parties, the written amended Budget Summary Form shall be attached hereto as if fully incorporated herein.

V. AMENDMENT

The Department and the Contractor may amend this Agreement in writing in the event additional administrative funds become available.

VI. PERSONNEL

1. The Contractor's employees performing work under this Agreement shall continue to report to their own Supervisors. However, as the Commissioner of Social Services bears the full responsibility for the HEAP program, the Commissioner of Social Services has the right to have reassigned any employee performing under the Agreement and to request retention, reinstatement or reassignment of any employee who may have been removed.
2. Prior to demanding any such removal, the Department shall consult with the Contractor in an attempt to resolve the problem.

3. The rights of the Department set forth herein shall not be exercised in an arbitrary or capricious manner. To that end, the Department asserts that it does not seek to exercise control over the Contractor's internal personnel management beyond rights set forth herein and agrees to provide written notice for action taken herein.

VII. RECORDS

1. The Contractor agrees to maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
2. The Contractor agrees to retain all books, records and other documents relevant to this Agreement for six years after the Contractor receives final payment for the services to which they relate, during which time authorized county, state and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Contractor must make available, upon written request, this Agreement and books, documents, papers and records of the Contractor that are necessary to certify the nature and extent of such costs involved to the Secretary of the United States Department of Health and Human Services, New York Attorney General's Office or any of their duly authorized representatives.

IX. TERMINATION

This Agreement may be terminated by the Department upon 30 days' written notice to the Contractor.

X. CONFIDENTIALITY OF INFORMATION

The Contractor shall treat all information, and in particular, information relating to recipients, which is obtained by it through its performance under this Agreement, as confidential information to the extent that confidential treatment is provided under New York State and federal law and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder.

XI. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's employees shall not be considered employees of the County for any purpose or County employee benefit, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement membership credit, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason

thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

2. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.
3. The Contractor's employees shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
4. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Contractor's employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
7. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

XII. EXPENSES

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

XIII. TRAINING

The Contractor 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. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein and shall be solely responsible for the cost of the same.

XIV. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. The County shall be included as an additional insured. Coverage for additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for the additional insured shall include completed operations.
 - iii. Abuse and Molestation coverage must be included.
 - B. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - iv. Coverage for review of cases and resulting professional assessment.
 - v. Coverage for Abuse and Molestation.
 - C. Business Automobile Liability.
 - vi. Business Automobile Liability with limits of at least \$1,000,000 each accident.

- vii. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- viii. Oneida County shall be included as an additional insured on the Business Automobile Liability policy. Coverage for additional insured shall be on a primary and non-contributing basis.

D. Commercial Umbrella.

- ix. Commercial Umbrella limits must be at least \$5,000,000.
- x. Commercial Umbrella coverage must include the County as an additional insured.
- xi. Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

E. Workers' Compensation and Employer's Liability.

- xii. Statutory limits apply.

2. **Waiver of Subrogation:** The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Business Automobile Liability, Commercial Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.
4. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor

and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

XV. 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.

XVI. CHOICE OF VENUE

If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

XVII. ENTIRE AGREEMENT

1. The terms of this Agreement, and all attachments, amendments, addendums or appendixes attached hereto, including but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses for All Oneida County Department of Family and Community Services Contracts), Appendix C (HEAP Scope of Services), Appendix D (Budget Summary Form), and the Standard Oneida County Conditions Addendum, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
2. No waiver, alterations or modifications of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Date: _____

Approved: _____

Maryangela Scalzo, Deputy County Attorney-Health and Human Services

Date: 2/5/2024

Oneida County Department of Family and Community Services: _____

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner

Date: 01/30/2024

Mohawk Valley Community Action Agency, Inc.: _____

Amy Turner

Amy Turner, Executive Director

APPENDIX A

NEW YORK STATE CONDITIONS

The Parties to the attached Contract further agree to be bound by the following, which are hereby made a part of said Contract.

- I. This Contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This Contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) No laborer, workman or mechanic, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these Contract documents.
 - (d) The Labor Law provides that the Contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than (1) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or (2) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the Contractor by the State under this Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract, and
 - (d) This Contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract,
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The Contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on- the-job training.
 - (b) If the Contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The Contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order# 45 (1977).
 - (c) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The Contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

- * (e) If the Contractor does not comply with the equal opportunity provisions of this Contract, with Executive Order# 45 (1977), or with such rules, regulations, or orders, this Contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the Contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
- * (f) The Contractor will include the provisions of clauses (a) through (e) above and all Contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order# 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1)

(2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a).

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period often (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non- responsible vendor include:

1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

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

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure

of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or it's subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Family and Community Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no

additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the time-frames established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of

this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this

AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

Mohawk Valley Community Action Agency

NAME OF CONTRACTED AGENCY

Amy Turner, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Amy Turner

SIGNATURE

01/30/2024

DATE

Appendix C

Home Energy Assistance Program (HEAP) Scope of Services

NOW THEREFORE, in order to define their respective roles and responsibilities in the administration of the HEAP Program, the parties agree as follows:

I. The Contractor shall:

- a) Assume responsibility for performance of outreach activities in connection with HEAP consistent with the State Plan and regulations. The conduct of such outreach activities shall be designed to assure that eligible households, especially households with elderly individuals, handicapped individuals, or both, are made aware of the assistance available under HEAP and under any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1981. Outreach activity may include the utilization of various news media to maximize the dissemination of energy assistance information.
- b) Accept and assist in the hardcopy and electronic submission of applications and required documentation for eligible low income households in connection with HEAP in accordance with the State Plan, State-issued policy instructions and/or operation manuals.
- c) Elderly applicants (aged 60 and over) shall be informed of services provided by the local Office for the Aging.
- d) The Program Director for the Contractor will oversee day to day operation of the HEAP program, including but not limited to, responsibility for reviewing applications taken and overseeing the sending of completed applications to Department. The Program Director for the Contractor will be in direct contact with the Department's HEAP Coordinator. Resource specialist(s) will be responsible for setting up appointments, providing documentation requirements and taking of applications.
- e) All applications will be date stamped upon receipt.(Contractor has 10 days to get them to the Department from date of receipt). All Applications will be routed to the Department within the required timeframe of 10 calendar days of receipt of a signed and completed application. The Department may assess a penalty of \$5.00 per day for applications that are not forwarded to the Department within the 10 Calendar day requirement.
- f) If Contractor staff assisted with an application, they will sign it as well as the client.
- g) Contractor staff will make sure all information and documentation required to make a determination is attached.

- h) Contractor staff will make sure application is complete and accurate.
- i) Contractor staff will make sure application is signed by client in all the designated areas.
- j) Contractor staff will assist clients to e-file at mybenefits.gov (if client wants to e-file) (they will instruct the client, but not complete the application) and the clients account will always be used.
- k) Contractor will maintain an application log that indicates the date received, name of client, date sent to the Department, and the name of the staff member that assisted.
- l) Contractor will call the HEAP Coordinator every Monday at 9:00 A.M. with a count of all pending applications.
- m) When emergency HEAP opens, the Contractor will ensure that the client has received non-emergency HEAP benefits prior and make it known to the client that a call to the Department is required.
- n) The Contractor shall not determine eligibility, shall not make promises of awards, and shall not complete applications for clients.
- o) The outreach plan shall include providing outreach and intake services to Oneida County. Emergency and non-emergency HEAP applications are processed by appointment in the Rome office (Monday through Friday 9:00 a.m. – 3:00 p.m.). The Contractor will have extended hours to better serve working families as needed. The outreach sites provide additional hours of regular application opportunities for eligible families, and are tentatively scheduled as follows:

Outreach Sites and hours of operation:

Rome, Mohawk Valley Community Action Agency, Inc.:

(Monday – Friday 9:00 a.m. – 3:00 p.m.)

Utica, Mohawk Valley Community Action Agency, Inc.:

(Monday – Friday 9:00 a.m. – 3:00 p.m.)

Camden Town Hall (1:00 p.m. – 6:00 p.m.)

Remsen Village Hall (1:00 p.m. – 6:00 p.m.)

Oriskany Falls Village Hall (1:00 p.m. – 6:00 p.m.)

Boonville United Methodist Church (1:00 p.m. – 6:00 p.m.)

Oriskany Municipal Building (1:00 p.m. – 6:00 p.m.)

Vienna Town Hall North Bay (1:00 p.m. – 6:00 p.m.)

The Contractor shall also provide home visits for those individuals who must have a face-to-face interview for a HEAP application, as well as emergency home visits for households with applicants under the age of 60, all under the direction of the Department.

p) Make applications available with appropriate instructions on where to apply for any person requesting an application. This includes assisting clients in the hardcopy and electronic submission of the application and gathering and submission of required backup documentation.

q) Comply with program policy directives from the Department concerning the provision of assistance or referral services to households in cases of energy emergencies. All energy emergencies will be referred to the Department.

r) Assist the Department in the ongoing review and monitoring of HEAP, including the provision to the Department of any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

s) Ensure participation of appropriate staff in any training program conducted by the New York State Department of Social Services and/or the Department for the purpose of educating Contractor's staff in the processes, procedures and requirements of HEAP.

t) Maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that the assistance payments and the administrative cost claims for reimbursement meet State and Federal requirements.

u) In connection with HEAP fair hearings, provide appropriate witnesses, representatives and documents as requested by the Department.

v) Permit and cooperate with Federal and/or State investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981 as well as State Investigations for fraud.

w) The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff.

II. The Department shall:

a) Retain overall supervision of HEAP within the Department.

b) Except to the extent set forth in Paragraph I of this Agreement, have responsibility for the exercise of administrative and policy discretion with respect to the implementation and operation of HEAP; the sole making of all eligibility determinations and guarantees; recording and accounting procedures, and monitoring of Contractor performance.

c) Supply all HEAP forms and instructions for completion and other related materials, as needed.

Appendix D

Agency: Mohawk Valley Community Action

Program: HEAP

Budget Summary Form

✦ The purpose of this form is to document the preliminary budget for the proposed program.

Expense Category	Year One	Year Two	Year Three	Year Four	Year Five
A. Personal Services					
1. Personnel	\$26,144	\$26,929	\$27,736	\$28,568	\$29,426
2. Fringe Benefits	\$8,680	\$8,940	\$9,208	\$9,485	\$9,769
3. Total (Lines 1 + 2)	\$34,824	\$35,869	\$36,944	\$38,053	\$39,195
B. Non-Personal Services					
4. Contractual/Consultant (Translation)	\$450	\$450	\$450	\$450	\$600
5. Staff Travel/Per Diem	\$400	\$500	\$500	\$500	\$500
6. Equipment	\$1,500			\$1,500	
7. Supplies	\$200	\$200	\$200	\$200	\$300
8. Other Expenses	\$400	\$500	\$500	\$500	\$600
9. Total (Total Lines 4 to 8)	\$2,950	\$1,650	\$1,650	\$3,150	\$2,000
10. Indirect	\$4,658	\$4,502	\$4,625	\$4,944	\$4,943
C. Project Total (Lines 3 + 10)	\$42,432	\$42,021	\$43,219	\$46,147	\$46,138

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

I, the undersigned, an employee of MVCAA, (the "Service Provider"),
Name of Contract Agency

hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Family and Community Services (DFCS) staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the DFCS and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the DFCS.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management System (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Amy Turner

Signature: *Amy Turner*

Title: Executive Director

Date: 01/30/2024

Witness: Karima Wines, Executive Assistant

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 30 day of January, 2023, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

February 7, 2024

FN 20 24-115

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Department of Family and Community Services, and U.S. Care Systems Inc., for your review and approval.

This Agreement is for the provision of in-home Personal Care Services to frail, disabled, or homebound individuals age 60 or older, who are impaired in at least one area of Activity of Daily Living. This service will assist people to remain in the community longer and will assist to delay or divert nursing home placement.

The term of this Agreement shall commence on April 1, 2023 and continue through March 31, 2028. The total amount of this Agreement is \$547,500.00, with 75% State (\$410,625.00) and 25% (\$136,875.00) County funds.

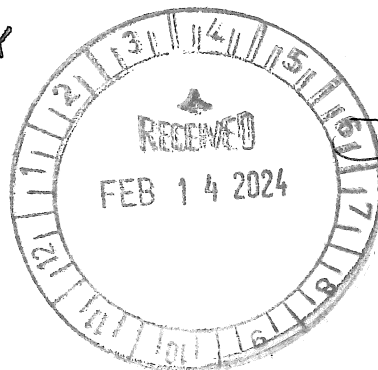
I am respectfully requesting that this matter be forwarded to the Board of Legislators for approval. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/mk

Attachment



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

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

Date 2-14-24

Oneida Co. Department:
Family and Community Services/Office of the Aging

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

**ONEIDA COUNTY
BOARD OF LEGISLATORS**

Name & Address of Vendor: **U.S. Care Systems Inc.**
2416 Genesee Street
Utica, New York 13502

Title of Activity or Service: Home Health Care Agency (Personal Care Services)

Proposed Dates of Operation: April 1, 2023 through March 31, 2028

Client Population/Number to be Served: Individuals age 60 or older.

Summary Statements:

1) Narrative Description of Proposed Services

To provide non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e., housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level I) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, toileting assistance, preparation of meals, feeding, and administering medications.

3) Program Design and Staffing

Personal Care Workers will provide a variety of services that include physically assisting clients with non-medical needs. Housekeeper/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients' home to ensure the client's satisfaction with their services.

Total Funding Requested: \$ 547,500.00 **Account #:** A6774.49599

Oneida County Dept. Funding Recommendation: \$547,500.00

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

Federal: 0% (\$0) State: 75% (\$410,625.00) County: 25% (\$136,875.00)

Cost Per Client Served:

	PCA II	PCA I
4/1/23-3/31/24	\$29.87	\$28.84
4/1/24-3/31/25	\$30.77	\$29.71
4/1/25-3/31/26	\$31.69	\$30.60
4/1/26-3/31/27	\$32.64	\$31.52
4/1/27-3/31/28	\$33.62	\$32.47

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: N/A

AGREEMENT

This is an Agreement made by and between **U.S. CARE SYSTEMS INC.**, a domestic business corporation organized and existing under the laws of the State of New York, with its offices located at 2614 Genesee Street, Utica, New York 13502, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "**COUNTY**."

WITNESSETH:

WHEREAS, the **COUNTY**, through its Department of Family and Community Services (hereinafter the "Department") has the primary responsibility for the overall planning and coordination of funds, including Federal Older Americans Act (OAA) Title III-E and Title V, New York State Office for the Aging (NYSOFA), Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly, Congregate Services Initiative, Wellness in Nutrition, Health Insurance and Information Counseling and Assistance Program, Medicare Improvements for Patients and Providers, and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

The terms of this Agreement shall commence **April 1, 2023** and terminate **March 31, 2028**.

2. **SCOPE OF SERVICES**

A. **For EISEP/OAA III-E SERVICES:**

- i. The **CONTRACTOR** agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and OAA III-E in-home community based

PCA Level II respite services (Respite Services) through the **COUNTY**'s EISEP/ OAA III-E Programs; PCA Level II, PCA Level I services are provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); Respite Services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

- ii. The **CONTRACTOR** and **COUNTY** agree that all PCA Level II, PCA Level I and Respite Services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager and as defined in the client's Home Care Plan.
- iii. The **CONTRACTOR** and **COUNTY** agree that PCA Level II, and PCA Level I services as defined under EISEP/OAA III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Health regulations for the Medicaid Program.
- iv. The **COUNTY** and **CONTRACTOR** agree that the PCA Level II, PCA Level I and Respite Services clients shall be provided environmental support and personal care functions.
- v. The following is a summary of usual tasks that may be performed by a PCA Level II and PCA Level I worker in accordance with New York State regulations:
 - 1) some or total assistance with making and changing beds; (PCA Levels I & II)
 - 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (PCA Levels I & II)
 - 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (PCA Levels I & II)
 - 4) some or total assistance with dishwashing; (PCA Levels I & II)
 - 5) some or total assistance with listing needed supplies; (PCA Levels I & II)
 - 6) some or total assistance with shopping for the client; (PCA Levels I & II)
 - 7) some or total assistance with client's laundry; this may include necessary ironing and mending; (PCA Levels I & II)
 - 8) some or total assistance with payment of bills and other essential errands; (PCA Levels I & II)

- 9) escort assistance in getting to various appointments and community activities; (PCA Levels I & II)
 - 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (PCA Level II).
 - 11) some or total assistance with dressing; (PCA Level II)
 - 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (PCA Level II)
 - 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (PCA Level II)
 - 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (PCA Level II)
 - 15) some assistance in transferring from bed to chair or wheelchair; (PCA Level II)
 - 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (PCA Level II)
 - 17) some assistance with feeding; (PCA Level II)
 - 18) some assistance, at the request of the client or the client's representative, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (PCA Level II)
 - 19) assistance with routine skin care, including application of non-prescription skin care products; (PCA Level II)
 - 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (PCA Level II)
 - 21) assistance with changing of simple dressings. (PCA Level II)
- vi. For services described herein, the measure of a Unit is equal to one (1) hour of service to or on behalf of the client.
 - vii. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of individuals performing PCA Levels I and II, and Respite Services.
 - viii. The **COUNTY** and **CONTRACTOR** agree that all PCA Level II, PCA Level I and Respite Services workers shall have a designated qualified supervisor(s) who shall ensure

the maintenance of quality care and provide the necessary support, understanding and consultation to the PCA Level II, PCA Level I or Respite Services worker as (s)he carries out duties and responsibilities.

- ix. The **CONTRACTOR** understands and shall ensure that PCA Level II, PCA Level I supervisor(s) shall:
- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled PCA Level II, PCA Level I worker is to provide services to the client;
 - 2) demonstrate and instruct the worker and the client or client's representative concerning specific tasks to be performed in accordance with the client's Home Care Plan;
 - 3) provide information to the client or the client's representative concerning the **CONTRACTOR**;
 - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the client's Home Care Plan;
 - 5) conduct scheduled visits to the client's home at least every six (6) months;
 - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
 - 7) evaluate the worker's performance of the required tasks;
 - 8) provide to the worker appropriate information, consultation, instruction and demonstration as needed;
 - 9) determine the extent to which client needs are appropriately and adequately being met;
 - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit; and
 - 11) provide an opportunity to discuss in private with the client or client's representative the service being provided.
- x. The **CONTRACTOR** agrees to provide the PCA Level II, PCA Level I and Respite Services workers with training as required by the New York State Department of Health. Each worker shall be instructed on how to work with the elderly. Each worker shall receive an orientation, prior to delivering any in-home services. Such training shall include:
- 1) the housekeeping chore and/or personal care tasks that the worker may/may not perform;
 - 2) the policies and procedures of the **CONTRACTOR's** agency; and
 - 3) the rights of clients as set forth in the EISEP standards and regulations.

B. MEDICAID PROCEDURES:

- i. The **CONTRACTOR** and **COUNTY** agree that the services provided herein shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to clients in adult residential care facilities which had previously been provided by such facility.
- ii. The **COUNTY** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.
- iii. The **CONTRACTOR** agrees to bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date. The **COUNTY** will process prior approvals for Medicaid billing for services provided in this section.
- iv. The **COUNTY** agrees to notify the **CONTRACTOR** of client approval for Medicaid.
- v. The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.
- vi. The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.
- vii. The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

C. RESPONSIBILITIES OF THE PARTIES: Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- i. ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- ii. planning, coordination and ensuring the quality of all services provided; and
- iii. ensuring adherence to the client's Home Care Plan.

D. CLIENT HOME CARE PLANS:

The **COUNTY** shall provide the **CONTRACTOR** with each client's Home Care Plan, confirmation of required documentation, and a PCA approval form. This documentation shall be provided at the time of referral and thereafter at the request of the **COUNTY** or as required by regulation. It is the responsibility of the **COUNTY** to develop the client's Home Care Plan according to regulations and to obtain required physician(s) orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a registered nurse from the **COUNTY** will review and sign all approved clients' Home Care Plans. If there is a change in a client's condition, a new home assessment, or

new physician orders, a revised Home Care Plan shall be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

C. MISCELLANEOUS PROVISIONS:

- i. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met, there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.
- ii. Any incident that affects a client's health or well-being that occurs in the presence of **CONTRACTOR's** staff must be reported immediately in writing to the **COUNTY** on a fax form provided by the **COUNTY**.

3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The **CONTRACTOR** shall use its best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the client or client's representative in order to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the **CONTRACTOR's** employees, subcontractors and/or partners with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by its employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** shall reimburse the **CONTRACTOR** for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement, the Community Services for the Elderly Program (CSEP) and the Caregiver Support III-E grants.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$29.87 per hour** for homemaker/personal care (PCA Level II), and **\$28.84 per hour** for housekeeper/chore (PCA Level I) for the period of **April 1, 2023 through March 31, 2024**.

The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$30.77 per hour** for homemaker/personal care (PCA Level II), and **\$29.71 per hour** for housekeeper/chore (PCA Level I) for the period of **April 1, 2024 through March 31, 2025**.

The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$31.69 per hour** for homemaker/personal care (PCA Level II), and **\$30.60 per hour** for housekeeper/chore (PCA Level I) for the period of **April 1, 2025 through March 31, 2026**.

The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$32.64 per hour** for homemaker/personal care (PCA Level II), and **\$31.52 per hour** for housekeeper/chore (PCA Level I) for the period of **April 1, 2026 through March 31, 2027**.

The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$33.62 per hour** for homemaker/personal care (PCA Level II), and **\$32.47 per hour** for housekeeper/chore (PCA Level I) for the period of **April 1, 2027 through March 31, 2028**.

C. Reimbursement to the **CONTRACTOR** shall not exceed One Hundred Nine Thousand, Five Hundred Dollars (\$109,500.00) for each calendar year of this Agreement. Total reimbursement for the term of this Agreement shall not exceed Five Hundred Forty-Seven Thousand Five Hundred Dollars (\$547,500.00).

D. Reimbursement shall be made upon submission of a County voucher in accordance with the Voucher Instructions, attached hereto as **APPENDIX C**.

E. Any request for a change in rate shall be made in writing and granted at the sole discretion and approval of the Department's Commissioner. Once approved by the Commissioner, the modified rate schedule shall be attached hereto and treated as if it was fully incorporated herein.

F. The **COUNTY** shall not be liable for any late fees for any interest in late payments.

G. The obligations of the parties hereunder are conditioned upon the continued availability of State and **COUNTY** funds. Should funds become unavailable or should appropriate state and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for

costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

H. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

- 1) defective services;
- 2) third party claims;
- 3) failure of the **CONTRACTOR** to pay its subcontractors, if any;
- 4) damage to the **COUNTY**; or
- 5) failure to carry out the services in accordance with this Agreement.

I. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

The **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. The **CONTRACTOR** shall be fully responsible for any training required to maintain licenses or certifications necessary to perform the services described herein and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other

entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** due to illness; absence due to normal vacation; absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

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

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

7. **SUBCONTRACTS**

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. All agreements between the **CONTRACTOR** and the subcontractors for performance of the services described herein shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON-ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, NYSOFA, and the County of Oneida, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be

excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., “*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*”). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable federal, state, and local laws, and with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- 1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);
- 2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];
- 3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- 4) Older Americans Act;
- 5) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- 6) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);
- 7) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);
- 8) Equal Access to Services and Targeting Policy (12-PI-08);
- 9) Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older

adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** agrees to implement the Department grievance procedures as required by NYSOFA. The written procedures are attached hereto as **APPENDIX B**.

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Department's Voucher Instructions, attached hereto as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting contributions from all clients who receive **COUNTY** funded personal care services. Any contributions received by the **CONTRACTOR** directly from a client for **COUNTY** funded services will be reported to the **COUNTY** and deducted from monthly vouchers submitted by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of 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 services of the **CONTRACTOR** and its agents, servants, employees, subcontractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, subcontractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, subcontractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, subcontractors, volunteers or partners, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**.

Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Business Automobile Liability, and Excess/Umbrella Policy. These Certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Reimbursement to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Automobile Liability or Workers' Compensation and Employer's Liability Insurance maintained per the requirements stated above.

15. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **ENTIRE AGREEMENT**

The terms of this Agreement, including Appendix A (New York State Regulations), Appendix B (Oneida County Office for the Aging Grievance Procedures), Appendix C (Oneida County Office for the Aging Voucher Instructions), the Oneida County Standard Conditions Addendum, and the Oneida County Department of Family and Community Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

19. **CHOICE OF LAW/FORUM**

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

20. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

21. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.

22. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

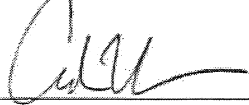
23. **ADVICE OF COUNSEL**

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

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Adam Ullman, President
US Care Systems, Inc.

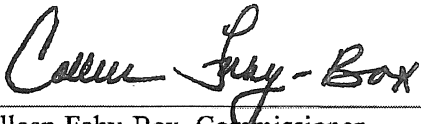
1/6/2024
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES



Colleen Fahy-Box, Commissioner

2/12/2024
Date

Approved:

Maryangela Scalzo, Deputy County Attorney

Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for 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 and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.

- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging **Voucher Instructions** **For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in Section 4 of the attached Agreement.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Aide, Housekeeper/chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of Aide/PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.

- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman: kheitzman@ocgov.net
Jennifer Cuda: jcuda@ocgov.net

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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



ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
 Oneida County Office Building • 800 Park Avenue • Utica, NY 13501

ANTHONY J. PICENTE JR.
 County Executive

CHUCK KLEIN
 Director

February 21, 2024

FN 20 24-116

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

GOVERNMENT OPERATIONS
 WAYS & MEANS

Dear County Executive Picente,

Oneida County Information Technology has utilized ICC Community Development Solutions (ICC-CDS) for Laserfiche licensing and professional services for over ten years. However, the County's contract with ICC-CDS expires on March 30, 2024.

In 2023, the Department issued a competitive Request for Proposal (RFP 2023-359) for such services and received seven responses from qualified candidates. After extensive review, we have determined that ICC-CDS is the best candidate to meet the needs of Oneida County based upon its experience and offerings.

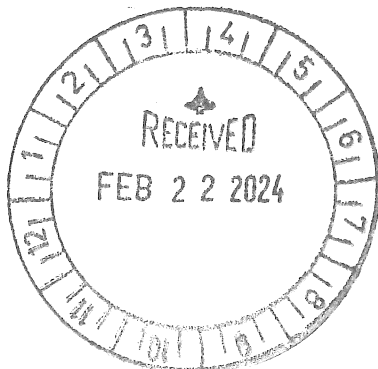
We have prepared a proposed agreement with ICC-CDS. It is for an initial term of three years, with two option renewal terms of one year each. The cost of the agreement will be approximately \$150,000 annually, for \$750,000 over the life of the contract. If this agreement meets with your approval, I respectfully ask that you forward the same to the Board of Legislators for its consideration.

Respectfully submitted,

Chuck Klein
 Director, Information Technology

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

 Anthony J. Picente, Jr.
 County Executive
 Date 2-21-24



OC Department: Information Technology

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: ICC Community Development Solutions, LLC (ICC-CDS)
781 Elmgrove Rd
Rochester, NY 14624

Title of Activity or Service: Laserfiche Licensing and Professional Services

Proposed Dates of Operation: March 18, 2024 – March 18, 2027
(plus two optional one year renewals)

Client Population/Number to be Served: Oneida County Departments

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Under this contract, Oneida County will purchase Laserfiche licenses and professional services to provide continued support and maintenance for all departments with record management projects.
- 2) **Program/Service Objectives and Outcomes:** Electronic records management is expected to continue to enhance Oneida County’s ability to store, retrieve, and share important records in a timely and efficient manner. It is also expected to continue to reduce the need to retain paper records, which will have a positive impact on facilities costs and reduce the cost of paper copying.
- 3) **Program Design and Staffing:** Provides individual departments the flexibility needed to customize filing structures and workflows.

Total Funding Requested: \$750,000.00 **Account #:** A 1610 1610 492-000

Oneida County Dept. Funding Recommendation: \$750,000.00

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

Cost Per Client Served: N/A

Past Performance Data: ICC Community Development Solutions, LLC is a current Enterprise Content Management vendor for Oneida County.

O.C. Department Staff Comments: None.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective March 18, 2024 (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and ICC Community Development Solutions, LLC (“ICC”), formerly known as General Code, LLC, a New York limited liability company with its principal place of business at 781 Elmgrove Road, Rochester, New York 14624. The County and ICC are each a “Party,” and together, the “Parties.”

RECITALS

WHEREAS, the County uses the Laserfiche software platform to store and manage documents, and issued a Request for Proposals (“RFP”) seeking proposals from qualified firms to manage its Laserfiche licenses and platform, promote storage standards, manage forms usage and workflow capabilities, and adhere to document retention requirements, and a copy of the RFP is annexed as Exhibit B; and

WHEREAS, ICC responded to the RFP and offered to provide the services, as more fully described in its response (with cost proposal) to the RFP (the “Proposal”), and a copy of the Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire ICC to provide the services and ICC wishes to perform the services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES.

1.1. ICC shall sell Laserfiche software, licenses, and products to the County, and perform the following services, as more fully described in the RFP and Proposal (collectively, the “Services”):

1.1.1 ICC will provide Laserfiche system user licensing and device-access services to the County, as more particularly described in the Proposal.

1.1.2 ICC will provide customer service support to the County and its employees through the HelpSpot Customer Service Software platform, as follows:

1.1.1.2. ICC will make such customer-support available from 8:00 A.M. – 5:00 P.M. Eastern Time from Mondays through Friday, including holidays, with after-hours support available upon request and for resolution of “critical” support request tickets.

2.1.1.2. The County will submit any support request tickets through the service platform.

3.1.1.2. ICC shall implement a tiered support model for resolving requests for support. ICC shall respond to critical-priority support requests within 60 minutes. ICC shall respond to medium-priority support requests within one working day. ICC shall respond to low priority support requests within three working days.

4.1.1.2. ICC will initially assign its support requests to its Tier 1 support team and will escalate such support requests to higher tiers of support depending on the sophistication required to resolve each support request.

- 1.1.3 ICC will continuously monitor the County's use of Laserfiche to identify and alert the County to any workflow breaks, improve system functions, and enhance end user engagement.
- 1.1.4 ICC will meet with the County Department of Information Technology staff on a monthly basis to evaluate the County's support needs and to identify improvements to existing processes.
- 1.1.5 ICC shall develop and implement workflows to monitor available drive space on the County's Laserfiche server. ICC will send the County an email notification when space is low, to enable the County to create a new storage volume.
- 1.1.6 ICC will implement Records Management features within the Laserfiche platform to allow the County to retain stored records in accordance with the Retention and Disposition Schedule for New York Local Government Records.
- 1.1.7 ICC will assist the County in developing any new projects within the Laserfiche platform through the development and implementation of a project plan for each such project, as described in Appendix B to the Proposal.
- 1.1.8 ICC will assist the County by providing pre-set workflow templates and delivering customized workflows for County projects.
- 1.1.9 ICC will provide the County with key performance indicators describing the utilization and efficiency of County workflows.
- 1.1.10 ICC will meet with the County at least twice per year (in January and July) to discuss any new versions of Laserfiche and the potential for upgrading the County's data processing, databases, software, and hardware. During such meetings, ICC will also provide an audit of the number of user licenses owned by the County versus those currently used and unassigned, to allow the County to reduce the number of licenses required.
- 1.1.11 ICC will provide the County with tools to perform audit trail monitoring for administrative change functions within the Laserfiche system.

- 1.2. In the event that the County desires ICC to perform services or undertake projects not described in Section 1.1 of this Agreement, the Parties will prepare a Statement of Work in the form annexed hereto as Exhibit D, as follows:
 - 1.2.1 The Parties shall negotiate the services or project to be completed by ICC based upon the needs of the County.
 - 1.2.2 Once the negotiations have been completed, ICC shall submit a proposed SOW, including a detailed price proposal, to the County in the form annexed as Exhibit D hereto. The County may reject the SOW for any reason in its sole discretion.
 - 1.2.3 If the SOW is acceptable to the County, the Parties shall sign the SOW and the County shall return the SOW to ICC.
 - 1.2.4 Once the signed SOW has been received, ICC shall perform the additional services identified in the SOW. ICC shall not undertake any work of the SOW unless and until it has been signed by both Parties. ICC agrees and hereby acknowledges that any expenditures or costs incurred by ICC prior to its receipt of a signed SOW are undertaken entirely at its sole risk and expense.
 - 1.2.5 At the completion of all services called for in a signed SOW, ICC shall provide the County with a certificate of completion, signed by an authorized representative of ICC. A sample of this certificate of completion is attached hereto as Exhibit E. Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to ICC.
2. ACCEPTABLE USE POLICY. ICC shall require all of its employees and agents who have access to the Oneida County Laserfiche solution to acknowledge and agree to the Oneida County Information Technology Acceptable Use Policy. Additionally, ICC shall require all such employees and agents to complete Criminal Justice Agency Security Training no less than every two years.
3. TERM. The initial term of this Agreement shall commence upon the Effective Date and continue for three (3) years (“Initial Term”). The Parties may renew this Agreement for up to two (2) renewal terms of one (1) year each (each, a “Renewal Term”).
4. PAYMENT. In The County shall pay ICC as follows:
 - 4.1. For work performed by ICC onsite at the County Office Building or other County property, the County shall pay ICC One Thousand Nine Hundred Fifty Dollars and Zero Cents (\$1,950.00) per person, per day. Such payment shall include all expenses and ICC shall not be entitled to any additional amount for expenses.
 - 4.2. For work performed by ICC at ICC’s offices and for after hours support, the

County shall pay ICC at the rate of One Hundred Seventy-Five Dollars and Zero cents per hour (\$175.00). Such payment shall include all expenses and ICC shall not be entitled to any additional amount for expenses.

- 4.3. ICC shall sell the County Laserfiche products and software at the prices set forth in ICC's prevailing price schedule at the time of the County's order for each Laserfiche product and software. Such prices shall be equal to those set forth in New York State Office of General Services Contract PM67301.
- 4.4. ICC shall submit invoices to the County no later than the tenth day of each month detailing those Services provided, and Laserfiche products sold to the County, in the preceding month. The County shall pay ICC within 30 days of receipt of each such invoice, contingent upon audit and approval by the County's Department of Audit and Control and the County Comptroller.
- 4.5. If the County disputes any amount billed to it, then on or before the date the bill is payable the County shall identify the basis for the dispute and pay the amount of such invoice that is not in dispute. The Parties shall then attempt to resolve such dispute within thirty (30) days. If the Parties do not resolve such dispute within thirty (30) days, the County may notify ICC of a default of this Agreement as set forth in the default provisions of this Agreement.
- 4.6. For work performed pursuant to an SOW, the County shall pay ICC such amount as agreed in the SOW.

5. REPRESENTATIONS & WARRANTIES.

- 5.1. From ICC. ICC represents and warrants that all Services will be performed in a professional and workmanlike manner and in accordance with this Agreement. In the event of a breach of either warranty in this subsection, ICC, at its own expense, will promptly re-perform the Services or provide a credit to the County for the cost of such Services.
 - 5.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
6. INDEMNIFICATION. ICC will indemnify, hold harmless, and at the County's election defend, the County, its officers, agents, and employees from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, settlements, judgments, whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees (collectively, "Claims") actually or allegedly arising, whether directly or indirectly, from or related to: (a) any violation of law or breach or default on the part of ICC in the performance of this Agreement, (b) any Claims arising out of an act or omission of ICC, its officers, agents, or employees in connection with this Agreement; and (c) any third-party Claims which arise out of, relate to, or result from this Agreement, except to the extent adjudged to have resulted solely from the negligence or willful misconduct of

the County or its officers, employees, or agents.

7. INSURANCE.

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

7.1.1 Commercial General Liability (“CGL”) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

7.1.2 Workers’ Compensation and Employers Liability pursuant to statutory limits.

7.1.3 Business Automobile Liability coverage with limits of at least \$1,000,000 each accident. Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.

7.1.4 Excess/Commercial Umbrella insurance of at least \$5,000,000. Umbrella coverage must include the County as an additional insured. Such coverage for the County shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

7.1.5 Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by ICC by this Agreement, including but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of ICC.

7.1.6 Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

7.2. Waiver of Subrogation. ICC waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance policies maintained per the requirements stated above.

7.3. Prior to the Effective Date, ICC shall provide certificates of insurance to the County evidencing the foregoing policies. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of ICC's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

8. TERMINATION.

8.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.

8.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to ICC.

8.3. Payment Upon Termination. On the effective date of any termination of this Agreement, the County will pay ICC only for those Services provided up to such date.

9. INDEPENDENT CONTRACTOR

9.1. ICC and its employees, agents, personnel, officers, and servants shall be independent contractors. They shall not be deemed employees of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. ICC covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and ICC shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding ICC's status as an independent contractor.

9.2. Payments to ICC shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. ICC shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. ICC shall indemnify and hold County harmless from all loss or liability incurred by ICC as a result of ICC not making such payments or withholdings.

10. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; (c) any information contained in the County's files that is confidential pursuant to any applicable provisions of federal, state and local laws, rules and regulations, including, but not limited to, the New York State Public Health Law and Regulations, the New York State Social Services Law and Office of Children and Family Services rules and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall not be disclosed except as authorized by law; and (d) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

10.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section 10; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

10.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

10.3. Termination & Return. With respect to each item of Confidential Information, the obligations of this Section 10 will terminate ten (10) years after the date of

disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

- 10.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.
 - 10.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - 10.6. Immunity. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - 10.7. Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.
11. HIPAA ASSURANCES. In the event ICC creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information (“PHI”) in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations (“HIPAA”) and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), ICC shall:
- 11.1. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - 11.2. Not use or further disclose the PHI, except as permitted by law;
 - 11.3. Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;
 - 11.4. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - 11.5. Comply with each of the applicable requirements of 45 C.F.R. Part 162 if ICC

- conducts standard transactions for or on behalf of the County;
- 11.6. Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which ICC becomes aware;
 - 11.7. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained ICC's obligations under this paragraph and agree to the same restrictions and conditions;
 - 11.8. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
 - 11.9. Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
 - 11.10. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and
 - 11.11. Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.
 - 11.12. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that ICC breaches any term in this Section. Alternatively, the County may give written notice to ICC in the event of a breach and give ICC five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to ICC if the County reasonably determines that ICC has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, ICC hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.
 - 11.13. Upon the termination of this Agreement, unless otherwise directed by the County, ICC shall either return or destroy all PHI received from the County or created or received by ICC on behalf of the County in which ICC maintains in any form. ICC shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that ICC determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, ICC shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for ICC to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as ICC maintains such Protected Health Information.

12. ADDITIONAL TERMS AND CONDITIONS.

- 12.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.
- 12.2. Assignment & Successors. ICC may not convey, sub-contract, or assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 12.3. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 12.4. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
- 12.5. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.
- 12.6. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in Exhibit A-Standard Oneida County Conditions, attached hereto.
- 12.7. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
- 12.8. 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.
- 12.9. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
- 12.10. Execution in Counterparts. This Agreement may be executed in one or more

counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

County of Oneida

ICC Community Development Solutions, LLC

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

By: _____

Date: _____

Date _____

Approved

Andrew Dean, Esq.
Deputy County Attorney-Administration

EXHIBIT A

(Standard Oneida County Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and ICC GIS, Inc. ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- c. The Contractor shall:

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

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section

165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

(Request for Proposals)

Request for Proposals

Proposals, subject to the conditions contained herein, will be received by Oneida County Information Technology until 3:00 pm, local time on Thursday October 05, 2023, for:

"Laserfiche Professional Services" RFP- #2023-359

Proposals must be received by, Tammie Sokolowski, Information Technology Project Manager by email at tsokolowski@ocgov.net. Proposals received after the deadline will not be accepted.

Copies of the described RFP may be examined at no expense at the department of Oneida County Information Technology or downloaded from the Oneida County website at [RFPs | Oneida County \(ocgov.net\)](https://www.ocgov.net/RFPs).

Oneida County Information Technology reserves the right to reject any or all proposals received.

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Chuck Klein
Director of Information
Technology

Dated: September 06, 2023

Oneida County "Laserfiche Professional Services" RFP - #2023-359

OVERVIEW of REQUEST

Oneida County is seeking a qualified reseller of Laserfiche products and professional services. Reseller will work directly with Information Technology to promote Laserfiche storage standards, forms usage and workflow capabilities as County departments seek enhancements in managing incoming work, maintaining state retention requirements and workflow efficiency. The reseller will provide professional services throughout the development lifecycle, from business process analysis through testing and implementation support. The reseller will support license distribution and be available for a wide variety of troubleshooting and problem resolution in conjunction with in-house staffing.

To be considered qualified, respondents must meet the following minimum requirements:

- 1) Three years of experience as a Laserfiche qualified reseller.
- 2) References of at least two government type groups similar in size to the County of Oneida, New York. Please include enterprise name, contact name, telephone number and email address for each.

PROPOSAL SPECIFICATIONS

Resellers interested in providing Oneida County Information Technology with Laserfiche professional services must provide the following:

- 1) A brief outline of your organization including:
 - i) Full legal name, address of the company, type of corporation, and state of incorporation.
 - ii) Management overview
 - iii) Resumes for key personnel
 - iv) Year company was established
 - v) Current number of employees
- 2) Sample copy of any proposed reports
- 3) A sample statement of work document as well as other relevant templates.
- 4) A detailed narrative describing your firm's approach to meeting the requirements in each of the following areas of service:
 - i) User maintenance and support
 - (a) Types of Laserfiche licenses offered. How current users will be evaluated for relicensing.
 - (b) Description of Helpdesk software, staffing model and ticket service level response times, including detailed escalation protocols.
 - (c) How common issues and breakpoints will be identified and addressed. Please include details on the frequency of the analysis to be performed and engagement with Oneida County in this process.
 - (d) Types and frequency of interaction Oneida County can expect regarding monitoring license usage, space availability and user statistics in the production environment.
 - (e) Illustrate experiential understanding of county government retention requirements, i.e., the Retention and Disposition Schedule for New York Local Government Records (LGS-1), as it applies to Laserfiche retention rules. Please describe other standards and/or recommendations on monitoring repository

space and purging records.

- (f) Oneida County will periodically request support in the creation of new/ revised scanning templates as well as new forms development. Please describe how this type of request will be handled to include intake, discovery, pricing, scheduling, development, testing and implementation. You should provide generic documentation on your professional services guide, in addition to a description of recent engagement with a current client on a similar request.

ii) Workflow Management

- (a) Oneida County has 20 workflows running approximately 53,000 instances/year. Please describe what integration and monitoring will be performed to alert of workflow breaks, improve system function, and enhance end user engagement.
- (b) Please describe expectations for maintaining documented, repeatable process standards.
- (c) Please demonstrate pre-set workflows and discuss process engagement for delivering customized workflows.
- (d) Describe how obsolete code will be identified and then retired/backed-out of usage.
- (e) Please describe in detail your development and testing set-up and process standards.
- (f) Please provide examples of workflow KPI reporting.

iii) Technology

- (a) Please provide a documented plan for maintaining and upgrading data processing, databases, software, and hardware to industry standards.
- (b) Provide requirements for requesting critical system outage off-hours support and describe what can be expected in this support model.
- (c) Please describe your cost savings initiatives and any cost reduction support available to Oneida County.
- (d) Please describe audit trail monitoring for administrative change functions within the system.

iv) Adherence to Oneida County Standards and guidelines

- (a) Acceptable use policy acknowledgement will be required for all staff.
- (b) Provide information on in house cyber security training and security measures to be taken on behalf of Oneida County
- (c) Describe change management standards.

Interested resellers(s) are encouraged to contact Tammie Sokolowski, Information Technology Project Manager by email at tsokolowski@ocgov.net to clarify the requirements of this RFP prior to proposal submission.

Proposers must complete and return the certifications that accompany this RFP.

COST

Vendor(s) are asked to list all service offerings, labor, and their associated costs. These costs should directly relate to the scope of services listed above but are not limited to only these services. Rates may not increase over the duration of the contract.

CONTRACT CONSIDERATIONS

1. The contract will be prepared by the County. The term will be for 3 years with 2 - 1 year renewal options.
2. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Please be advised that, all information contained within County contracts is a public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
3. All expenses involved with the submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
4. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
5. Insurance Requirements. The County will require the proposer to obtain the following insurance coverages prior to contract execution:
 - A. Commercial General Liability ("CGL") coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
 - B. Workers' Compensation and Employers Liability.
 - i. Statutory limits apply.
 - C. Business Automobile Liability
 - i. Business Automobile Liability coverage with limits of at least \$1,000,000 each accident.
 - ii. Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.

iii. The County shall be included as an additional insured on a primary and non-contributory basis.

D. Excess/Commercial Umbrella

i. Umbrella limits must be at least \$5,000,000.

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

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

E. Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Proposer shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Owner in the care, custody, or control of the Proposer.

F. Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

6. Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of experience as a reseller	20
b. Understanding of county government	15
c. Help desk governance/staffing/support model	20
d. Strength of references	15
e. Cost	<u>30</u>
TOTAL	100

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

EXHIBIT C

(Proposal)

Oneida County

New York

Request for Proposal 2023-359

Laserfiche Professional System

Due Date & Time: 3:00 P.M., LOCAL TIME, October 5, 2023

Valid for 180 Days



Liz Mistretta
Solutions Account Executive
585-705-7412
LMistretta@icc-cds.com

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COVER LETTER

October 5, 2023

Oneida County
Information Technology
800 Park Avenue
Utica, NY 13501

Dear Mr. Klein:

The International Code Council – Community Development Solutions, LLC (ICC-CDS) is pleased to submit our official response to Oneida County's (County) Request for Proposal (RFP) #2023-359 for Laserfiche Professional Services. Based on our understanding of the stated requirements highlighted in the RFP, ICC-CDS believes we are uniquely qualified to provide the services and support requested by the County.

ICC-CDS has worked with the County for over 10 years implementing and supporting its existing Laserfiche RIO solution. We have a team of technicians, programmers, trainers, project managers and sales staff to assist the County in expansion and use of the Laserfiche RIO system. The RFP process has offered us the opportunity to assess the services we have provided for Oneida over the past 10 years as well as identify where improvements/changes are needed with the very clear requirements provided from Oneida. Your updated requirements have enabled ICC-CDS to make suggested recommendations to the management of the account based upon our experience working with other similar municipalities.

The original solution was not purchased on NYS Contract because Laserfiche was not on the contract at that time. Today, Laserfiche is on NYS Contract and the pricing that has been included with this RFP honors the NYS Contract pricing as it exists today. We have recommended a new approach to working with the County in our response, which includes an increased level of communication and partnership. ICC-CDS looks to a future to build a strong and comprehensive team of both ICC-CDS and County staff.

ICC-CDS has 25 years of experience providing integrated CMS/BPM solutions. As a result of our years of service supporting 800+ public sector Laserfiche customers, we have developed the experience, knowledge and bandwidth to fully contribute to Oneida County's CMS initiative and support your new requirements.

Our response follows the format prescribed in the RFP as closely as possible. We would be pleased to discuss any aspect of the proposal to provide further clarification should additional information be required. Our contact information is as follows:

Authorized Representative:

Daniel Foster, General Manager, 781 Elmgrove Road, Rochester, NY 585-802-0854, DFoster@icc-cds.com

Primary Contact:

Michael Rizzo, Operations Manager, 781 Elmgrove Road, Rochester, NY 585-705-7412, mrizzo@icc-cds.com



Thank you for the opportunity to provide our response to the County's RFP. We look forward to continuing our working relationship with you for many years to come.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. S. Foster'.

Daniel S. Foster
General Manager
International Code Council – Community Development Solutions

EXECUTIVE SUMMARY – MANAGEMENT OVERVIEW

ICC-CDS has over 60+ years of experience working with local governments in the United States. We currently work with 800+ municipal clients throughout 26 States with their document management, record management and business process automation initiatives. In February 2021, ICC-CDS was awarded by Laserfiche the 2020 Solution Provider Customer Choice Award for client satisfaction and retention. In February of 2022, we were also awarded the Laserfiche President’s Award as the standout service provider for North America. We are a Premium+ Laserfiche Solution provider and our Technical Staff and all Platinum Certified by Laserfiche.

We work with Municipalities across all departments organizing records, automating processes like FOIL requests, and publishing files for public review and use. We work with the New York State Archives LGS-1 Records Retention Schedule and meet all standards issued by New York State for Records Management/Document Content solutions. Within Laserfiche, we implement retention rules and compliance with various agency regulations including the Office of Court Administration, Office of Technology, Departments of Education, State, Taxation and Finance and the New York State Police. Across the country, we serve many customers with these records focused solutions.

The County’s vision for utilizing Content Management Solution (CMS) technology is well aligned with industry trends and fits especially well given recent events that have forced local governments to operate virtually. ICC-CDS’s experience and understanding of the function and responsibilities within your business processes and the decision-making process makes ICC-CDS an ideal partner. ICC-CDS has successful experience consulting, implementing and supporting an enterprise-wide archival records management solution for 17 New York State Counties.

At ICC-CDS, we believe the most successful projects are those that:

- Meet business requirements as defined by the department or sponsor of the project.
- Are delivered and maintained within agreed-to budgets.
- Deliver the expected business value and return on investment when properly implemented.
- All while providing exceptional customer service.

Many factors contribute to project success, but effective project management and governance practices are particularly critical. To this end, we collaborate with our customers to deliver solutions that commonly exceed expectations and lead to long term partnerships.

Through 20 years of experience implementing document management solutions in Municipal and County government organizations, ICC-CDS brings a unique understanding in planning, implementation and support of document management solutions. Our goal is to break down “information silos” and create greater transparency. We understand the County’s objectives and through careful consideration of the identified requirements, we are confident that our experience, the flexibility of Laserfiche, and our long-term commitment to developing tailored solutions for government agencies makes us uniquely qualified to provide the ideal content management solution. ICC-CDS is the ideal organization to partner with and we look forward to continuing to work with you on the next steps in this process.

Capabilities and Experience

At ICC-CDS, we know the process used to maintain an CMS Solution has a substantial impact on its overall success. We welcome the new requirements that the County has outlined in the RFP. Pairing our technical and project management Laserfiche experts with your organizational process experts is a strong foundation for creating a long-term solution that meets needs and streamlines processes. We leverage project management best practices based on the Project Management Institute (PMI) standards to ensure our services and software are delivered on time, on budget, with the functionality expected and the highest quality possible.

ICC-CDS will work with key contacts at the County to provide project oversight and ensure coherent and integrated project execution. ICC-CDS would like to institute regular project Laserfiche Project Team meetings to report on status, issues and facilitate communication. Quality control will be reviewed by the project team produced on a regular basis and provided to the County.

Understanding of Scope

Based on our experience with the County over the last 10 years and the updated support requirements in this RFP, Oneida County is requesting a service provider to support the current implementation of Laserfiche RIO along with identifying potential opportunities for software development and utilization enhancements. The County is looking for a solution provider with a proven track record of customer engagement and who works to support the efforts of the County staff. The Solution Provider needs to be proactive in approach and have an infrastructure that can support a tiered helpdesk resolution model. Also, the County has requested that the existing workflows and forms (some of which are 8-10 years old) reviewed for functionality and enhancement based on new capabilities of Laserfiche which may not have existed at the time of original implementation. Oneida County wants a collaborative partnership with a Laserfiche solution provider, and we believe that ICC-CDS is the right choice to forge an enhanced and new relationship with the County staff.

Technical and Management Approach: Project Management Approach

The success of any CMS project hinges upon active stakeholder involvement to ensure that the solution developed will meet the needs of the organization as a whole. We look forward to Oneida County being an active partner in the Laserfiche team with ICC-CDS staff. The relationship with the Oneida County Project Manager, IT resources, and staff representative(s) to team along with ICC-CDS Project Team members will be an integral part of our future relationship. The individuals from both the County and ICC-CDS staff should have dedicated time to focus on the needs of Oneida County and to answer questions, clarify processes and give feedback on proposed solutions.

Quality Assurance and Validation

ICC-CDS implementation methodology breaks projects down into manageable segments. Initial focus on ensuring proper infrastructure, implementing any software installations, planning any modifications to the existing repository, or adding an additional repository along with refresher or new user training for end-users will allow for a refresh of the Laserfiche software and the Oneida County staff and team.

The Laserfiche system is the building block for a solid document management, business process and records management system. ICC-CDS working with the Oneida County project team and IT resources, will work collaboratively when new applications are designed, redesigned, or changed. All new applications will be designed, built, reviewed, tested, and approved before implementation. We understand that the County is the experts on their needs, and we will work closely with the staff to design and build operational processes that improve, not just automate, the current business process.

Project Closeout Process

Typical closing of projects tends to follow a pattern:

- Review and classification of requests by business owner with routing for approval, rejection, hold.
- Import of hardcopy information requests with automatic data population for type- written fields.
- Report on requests in all statuses organized by metadata, for review, reassignment or printing or auditing history.
- Archiving of completed requests utilizing records management functionality.
- Test and validation of the process.
- Finally, documentation and functional training for end-users involved.

Roles and Responsibilities for the Solution Provider

- ICC-CDS will provide a Project Manager as a single point of contact for the County.
- ICC-CDS will provide regular Laserfiche Project Team meetings – 1 time per month or more when needed.
- ICC-CDS will assign various specialists based on expertise needed and schedule for development.
- ICC-CDS will provide yearly onsite or remote Oneida County specific Laserfiche User Group for refresher/tips and tricks training.
- ICC-CDS will provide a system review twice a year for maintaining and upgrading data processing, databases, software, and hardware to industry standards.

Roles and Responsibilities for the customer during implementation

- Oneida County will appoint a Project Lead/Manager and Team to represent the needs of Oneida County.
- Additional Oneida County staff will be made available as needed based on process or functional knowledge.
- Oneida County will attend a monthly Laserfiche Team Project Meeting (may have additional meetings as needed).
- Oneida County IT will attend a monthly IT management meeting with ICC-CDS technical staff (may have additional meetings as needed).
- Oneida County will attend 2 yearly system review meeting.
- The Oneida County IT team will purchase and maintain as needed and setup hardware/software to meet the minimum requirements of the Laserfiche RIO solution and scanners.
- Oneida County Project Team will provide lists of users, user groups, security information, e-mails and Windows Authentication information for configuring users.
- Oneida County will provide permission to access the Laserfiche RIO instance for development and troubleshooting.

- Oneida County will provide IT resources to provide system access, confirm data structures and setup hardware/network and environment as specified for support of Laserfiche RIO applications.
- Oneida County will make available a conference room or training room with projection/large display for the use of large group onsite training, user groups, refresher training.

COMPANY PROFILE AND FIRM/INDIVIDUAL INFORMATION

ICC-CDS Company Information

Company Name: ICC Community Development Solutions
Corporate Address: 781 Elmgrove Road, Rochester, NY 14624
State of Incorporation: New York
Legal Form: Limited Liability Company with C corporation tax election
Years in business: 60+
Year Founded: 1962
Number of employees: 111
Federal ID#: 81-4343415
Dunn & Bradstreet #: 002204980
Regional Offices: 3 covering over 500 counties, municipalities & organizations across the United States
Service Office : 781 Elmgrove Road, Rochester, NY 14624

Project Contact Person

Michael Rizzo, Operations Manager, mrizzo@icc-cds.com 585-469-4467

Main Contacts/Management Overview

New York Office: 781 Elmgrove Road, Rochester, NY 14624

Dan Foster, General Manager, dfoster@icc-cds.com 585-802-0854

Sandy Hess, Sales Operations Manager, shess@icc-cds.com 585-355-7131

Liz Mistretta, Solutions Account Executive, lmistretta@icc-cds.com 585-705-7412

Business Phone and Fax Numbers

585-328-1810 (Main Office)

585-328-8189 (Main Office Fax)

FIRM INFORMATION

WHAT DIFFERENTIATES ICC-CDS FROM ITS KEY COMPETITORS?

ICC-CDS is a values-based organization dedicated to delivering a higher standard in enterprise content management solutions. More than 800 municipalities and public organizations have relied on ICC-CDS for 20+ years to provide services that bring greater efficiency, transparency and continuity to them and their communities.

Choose a Partner with a Proven Record

Over 20 years ago, ICC-CDS became a Laserfiche Solution Provider, adding content management solutions to our successful codification practice. The solutions available have evolved from a basic store and retrieve system into the current Content/Business Process Management solution. ICC-CDS's Content Management Business is responsible for all sales, implementation, and support of over 700 Laserfiche customers, primarily municipal and county governments, in 26 different states and Canada.

ICC-CDS is proud to be one of the few Platinum Certified Laserfiche Resellers in the Laserfiche network, has consistently been a top 5 government reseller for Laserfiche for the past 24 years and has achieved the Laserfiche Winner's Circle Solution Provider Award for 23 consecutive years.

Serving the needs of these many organizations has been significant in understanding the unique budget and functional requirements in a highly regulated environment. We pride ourselves in our level of experience in the industry and leverage our technical knowledge and focus on the customer to ensure that our services and software are delivered on time and within budget to achieve the desired functionality and highest quality possible.

Not just a Laserfiche Solution Provider

Taking care of our customers is at the core of what we do and how we operate as a company. We are consultants who draw from our years of experience working with clients and needs like yours to provide you with guidance and customized solutions. We are most proud of our 98% customer retention rate.

At ICC-CDS, we are aware that developing client-oriented software solutions takes a mixture of technical excellence and clear communication; and our company hires only the very best to ensure you receive both. The mission of the ICC Community Development Solutions (CDS) team is to work closely with our customers to improve internal processes as well as constituent services that address mission critical objectives.

ICC-CDS knows the process used to implement and maintain a Content Management System has a substantial impact on its overall success. Pairing our technical and project management expertise with your organizational process experts is a strong foundation for creating a solution that meets business needs and streamlines processes.

AWARDS AND RECOGNITION

ICC-CDS is proud to announce that we have achieved Laserfiche Platinum Certification status as part of Laserfiche’s Certified Professional Program.

What does it mean to be a Laserfiche Platinum Certified Solution Provider?

The CPP Platinum certification is awarded to resellers who have passed the core certifications within the CPP Program. The credential signals that a reseller has achieved a solid understanding of essential Laserfiche processes and the fundamentals of Enterprise Content Management (ECM) and has the requisite knowledge, understanding, experience and practical application of Laserfiche solutions to solve business needs.



Gold and Platinum certification is also available to Laserfiche users. ICC-CDS’s solution for Oneida County includes free Laserfiche training courses. To learn more about the training program and achieving these certifications for users in your organization, visit the Laserfiche website:

<https://www.laserfiche.com/support-learn/certification/>



Winners Circle Solution Provider

ICC-CDS is honored to have achieved the Laserfiche “Winner Circle” award for an 20th year!

The Winners Circle is an elite group of Laserfiche Value Added Resellers with strong sales, successful installations and a shared commitment to exceptional service.

ICC-CDS Laserfiche Awards

In **February 2021**, ICC-CDS was awarded by Laserfiche the **2020 Solution Provider Customer Choice Award** for client satisfaction and retention. In **February of 2022**, we were also awarded the Laserfiche **President's Award** as the **standout service provider for North America**.



Customer Choice



Along with winning industry awards, Laserfiche has also set the industry standard with a Department of Defense 5015.2-certified records management solution. Please visit this site to see the list of rewards and recognition Laserfiche has achieved.

<https://www.laserfiche.com/about-laserfiche/>

About the LASERFICHE Software (Founded 1976)

Dunn & Bradstreet (D&B) number: 086512134

Compulink Management Center, Inc. (DBA Laserfiche®) is a privately held corporation with world headquarters in Long Beach, CA. The company was founded in 1976 by Nien-Ling Wacker as a custom software developer and has been developing the Laserfiche product line since 1987. Development of the Laserfiche product began in 1987 and the product was first commercially available in 1988. Since then, Laserfiche has pioneered several technologies in the content management field as they continuously improve and expand their product line. With more than 36,000 customers worldwide, their products have been trusted to solve the content management needs of customers in a large variety of industries and environments. The company's senior management team has been working together for more than 18 years providing stability, guidance, and long-term product development vision. Laserfiche has enjoyed consistent profitability and growth and continues to expand domestically and internationally. As a software developer with a strong reputation for incorporating customer feedback into their product offerings, they focus on developing simple, elegant content management solutions that help organizations run smarter.

RESUMES FOR KEY PERSONNEL

When you choose ICC-CDS, you gain access to an experienced, professional, and respected staff of technical support specialists. Our clients have come to rely on the knowledge, promptness and technical leadership demonstrated by our team.

We offer customized technical support and years of experience guiding customers on their digital journey. Our dedicated account executives, project managers, implementation and support staffs will ensure consistency and direct access for question resolution, project status updates, change order requests and issue escalation.

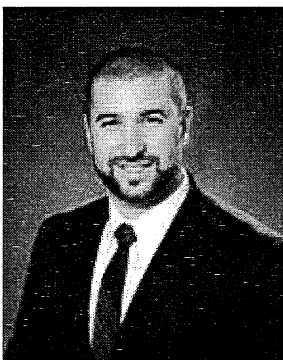
The following resumes represent a selection of ICC-CDS staff members who are likely to be participating in the project.

Staff and Qualification Overview



Dan Foster, *General Manager*

Dan has been with ICC-CDS for 21 years. He has expanded the Company's relationships in the Community Development and Records Management market. Dan has many years of experience in business management and operations as well as managing client relationships. He has provided leadership in developing ECM and software strategies for ICC CDS's customers. Dan's extensive business and strategic planning experience provides our team insight in understanding and managing business relationships.



Mike Rizzo, *Operations Manager*

Mike Rizzo joined ICC-CDS in 2005. He served in a variety of software Help Desk and Trainer roles. He has been working on Laserfiche installations and migrations since 2006. Mike is currently the Operations Manager, helping lead our support and implementation teams in successful implementations for our customers.



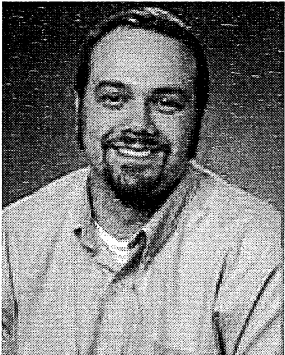
Liz Mistretta, *Solutions Account Executive*

Liz Mistretta is a graduate from the State University of New York at Fredonia, earning a Bachelor of Arts degree in Political Science and Legal Philosophy. Liz has been with General Code since 2003 with extensive experience with New York and Pennsylvania governments involving Electronic Document Management related project management, building customized document solutions, shared services, customer service and marketing. In addition, she has a solid background in both the New York and Pennsylvania codification services. She has visited on-site with many of our clients in their offices and has traveled to numerous conferences. Her knowledge and strategic understanding of what our clients needs are is invaluable.



Sandy Hess, *Sales Operations Manager*

Sandy brings over 35 years of experience in strong customer relation and consultative selling skills. In her previous role as Client Engagement Manager for ICC Community Development Solutions, she focused on building trust and strong, long-term relationships with all customers, both internal and external. Sandy maintains this focus in her new role as Sales Operations Manager for ICC CDS. She is a strong customer advocate and manages the team responsible for customer development. She has been with ICC Community Development Solutions for 10 years.



Brian Hoody, *Laserfiche Strategic Account Support Advisor*

Brian Hoody has 20+ years of technical support, customer training and quality assurance experience. He has supported Laserfiche products at ICC CDS since 2004, including working closely on many of our larger Laserfiche implementations. He has worked for Advanced High Tech and Xerox, extensively with printing systems, digital printing and scanners and has worked with high profile clients such as Pitney Bowes, Minolta, Konica, Canon, and Imation.



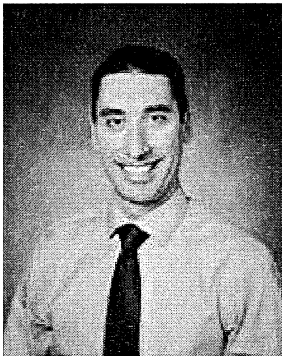
Bekah Armstrong, *Systems Engineer/Project Manager*

Bekah Armstrong has over 15 years of experience building custom solutions within a municipal government setting having designed and implemented over 70 custom solutions. Bekah has worked with Laserfiche products since 2006 and specializes in working with customers to analyze complex scenarios in order to streamline and automate resource-intensive tasks. Bekah's background in education assists her in clearly communicating technical concepts with others regardless of their technical skill level.



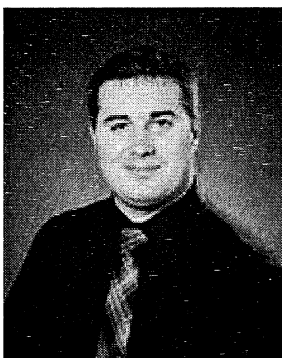
Donald Brewer, *Project Engineer*

A trainer and educator with 19 years' experience working with diverse audiences to increase their knowledge in such subjects as computer science, multimedia, and critical thinking. He has performed over 100 Laserfiche installs and migrations since 2008. Don is an A.B.D. in Organization and Management from Capella University and earned an M.A. in Adult Education and Communications Technology from Indiana University of Pennsylvania.



Paul Moukperian, *Programmer/Analyst*

Paul Moukperian provides software development, custom applications, and analysis for ICC CDS's clients. He has earned his Laserfiche Gold certification which allows him to install, configure, and troubleshoot Laserfiche systems. He has more than a decade of experience designing, writing, and troubleshooting custom software development. Paul also has significant experience as a web developer in both front-end and back-end roles. He has worked on a diverse set of configurations ranging up to multiple server clusters on websites with millions of hits per day.



Jesse Anaya, *Help Desk Manager*

Jesse Anaya provides HelpDesk assistance, installation, training, and development for ICC CDS's clients. He has earned his Laserfiche Platinum certification, which allows him to configure and troubleshoot robust Laserfiche systems. He is also certified in CompTIA A+, Network+, and Microsoft MCP, and has software, server, and networking experience. Jesse has been in the IT industry since 2010 and has been with ICC CDS since 2016. He has a degree in Computer Science from Worcester State University.

SAMPLE REPORTS

Below are sample reports for the Laserfiche application. There are many options and configurations for reporting. We would welcome the opportunity to discuss the specific parameters that the County is looking for regarding reporting and frequency.

COMMUNICATIONS PLAN

Communication Type	Frequency	Owner/Initiator	Audience	Covered Under	Method & Contact	Time Period	Covered	Not Covered
Ad Hoc support Request	As needed	-Customer end-user	-ICC-CDS Laserfiche Help Desk	LSAP (Laserfiche Support Assurance Program)	M-F 9am-5pm ET 800-835-8834 lsupport@icc-cds.com www.icc-cds.com/helpdesk	Perpetual assuming LSAP renewal	Software Upgrades Installation – Software Patches Scanning issues related to Laserfiche software. Adding of User licenses or add-on software;	Product training Workflow development Workflow training Forms development Forms training
Status Meetings	Bi-weekly or monthly	-ICC-CDS Project Manager	-ICC-CDS Project Team -Customer Project Team	Ongoing Project	Notification via e-mail Connection information in Project Team Directory	Active Project	Overall project status, schedule. Identification of issues and verification if issue resolution. Discussions of items requiring change orders.	
Project Issues	As needed	-Customer Team -ICC-CDS Project Team	-ICC-CDS Project Manager -Customer Project Manager	Ongoing Project				
Roll-out Issues Technical Design Meetings	As needed			Post Project Support				

COMMUNICATIONS ESCALATION

As issues or complications arise with regards to project communications it may become necessary to escalate the issue if a resolution cannot be achieved within the project team. Project stakeholders may have many different conflicting interests in a given project. While escalations are a normal part of project management, there must be a documented process that defines how those escalations will take place.

Efficient and timely communication is the key to successful project completion. As such, it is imperative that any disputes, conflicts, or discrepancies regarding project communications are resolved in a way that is conducive to maintaining the project schedule, ensuring the correct communications are distributed, and preventing any ongoing difficulties. In order to ensure projects stay on schedule and issues are resolved, ABC Corp. will use its standard escalation model to provide a framework for escalating communication issues. The table below defines the priority levels, decision authorities, and timeframes for resolution.

Priority	Time Period	GC	Decision Authority	Timeframe for Resolution
Priority 1	Major impact to project or business operations. If not resolved quickly there will be a significant adverse impact to revenue and/or schedule.	GM	Vice President or higher	Within 4 hours
Priority 2	Medium impact to project or business operations which may result in some adverse impact to revenue and/or schedule.	Operations Manager	Project Sponsor	Within one business day
Priority 3	Slight impact which may cause some minor scheduling difficulties with the project but no impact to business operations or revenue.	Project Manager	Project Manager	Within two business days



Figure 1 Process Overview Report

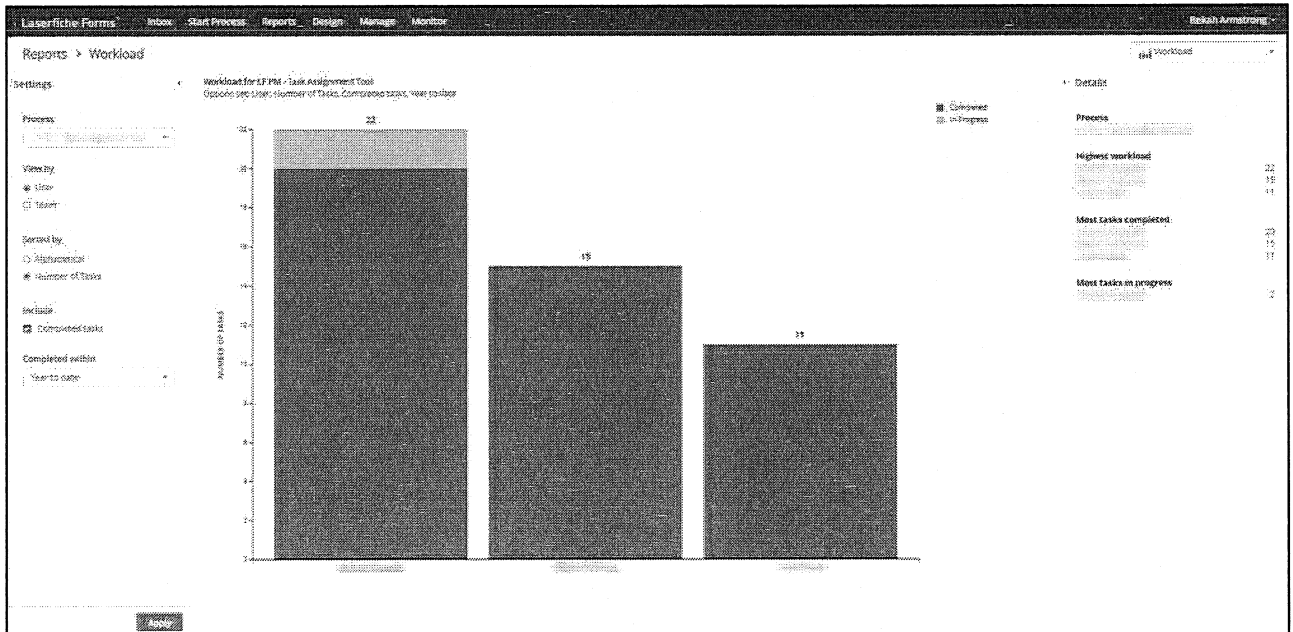


Figure 2 Forms Workload Report

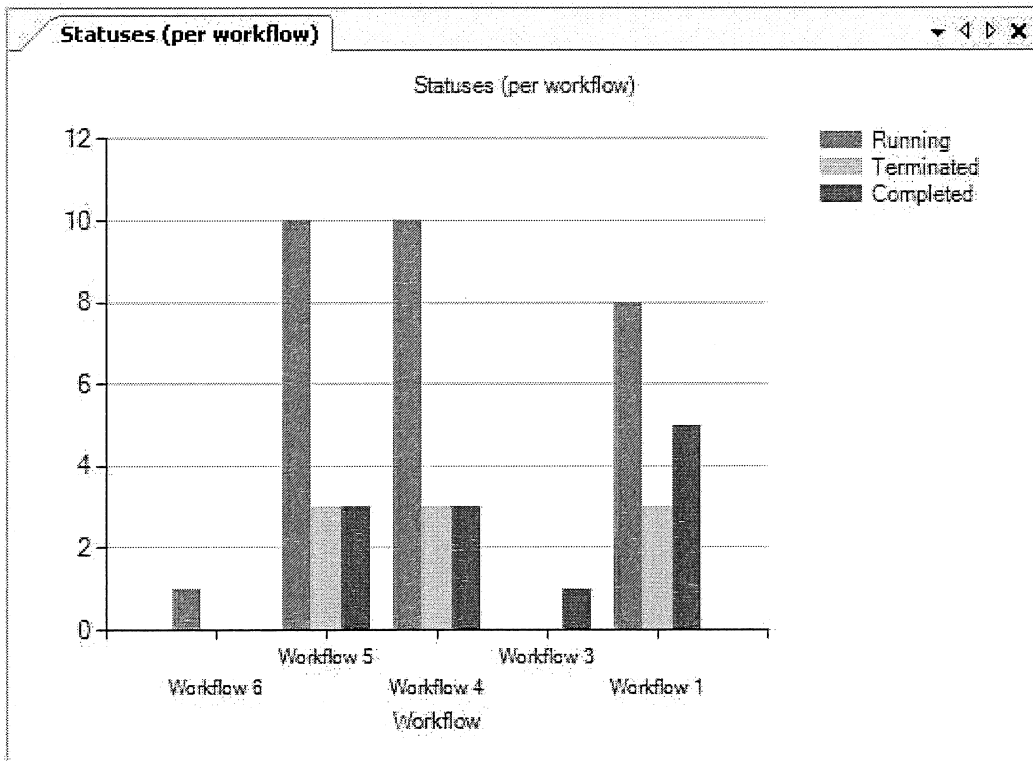


Figure 3 Workflow Statistics Report

SAMPLE STATEMENT OF WORK

Sample SOW Document Laserfiche Workflow Development – Sealed Adoption Process Statement of Work

Before You Read

We understand that Scope of Work documents are never a fun document to read. So, we try to keep only the most crucial components of a scope in this document. Here are some of the most important things to remember when collaborating on a software development project.

- Projects are more complex than what you may see – A lot goes on behind the scenes, and we make sure all development is done at the highest quality.
- The testing phase can be the longest part of the process. All development goes through internal testing before delivering to the client. Then the client needs to perform testing. Oftentimes, this takes several weeks due to busy schedules, feedback that requires modifications and/or process fixes.
- If it isn't in the scope of work but needed, expect timeline and cost to be affected – this is why it is critical to ensure that this Scope of Work is accurate.
- Clarity is crucial – Expect ICC-CDS to ask you lots of questions to ensure that we are in alignment with your needs during the project.

Introduction & Objective

The SAMPLE Department of Social Services (“DSS”) has become a Laserfiche user recently. They contacted ICC-CDS (“ICC”) to discuss the potential of scanning all adoptions currently stored and archived at the County, including the sealed adoptions into Laserfiche. The Adoption records include 10 filing cabinets with approximately 500 to 600 sealed case files. Case files have up to 500 pages per case. Some older ones are only 30 to 40 pages. Case documents are letter or legal size for most pages. There are assorted notes and supplemental items that will be photocopied to letter size paper for most of the items. There are between 6 to 10 requests to unseal an adoption record per year. All adoption records are kept permanently and cannot be deleted. The DSS would like to ensure that the adoption records are maintained in a secure and audited manner. Laserfiche can maintain strict security and access rights on all adoption documents including the sealed documents. Workflow could improve the capabilities of managing the sealed adoptions. Important for the project is the ability to:

- 1) Build appropriate folder structure and template for adoption records
- 2) Ensure proper security around the imaged adoption records
- 3) Track authorizations to open sealed adoption records.
- 4) Apply security access to sealed adoption records to specific staff
- 5) Assure sealed records security is reapplied within a specific timeframe

Scope

ICC-CDS will work with the SAMPLE Department of Social Services and SAMPLE IT to create a *Laserfiche Workflow process to replace their paper-based sealed adoption record retrieval process*. The existing DSS Laserfiche Avante repository will be used for this project.

The project includes the following: Security must be deployed at the document level so only assigned individuals are allowed to see documents exist, can search for documents or can open documents.

1. All Folders will be named by CIN (Client ID Number) in the Laserfiche repository during scanning process.
2. Development of a Template specific for adoptions:
 - a. Client ID Number (CIN)
 - b. Child’s Birth Name
 - c. Mother’s Name
 - d. Father’s Name
3. Creation of automatic email sent from Laserfiche Workflow, initiated by the staff requesting access to a sealed adoption record. Upon review and approval from Administrative DSS staff (Director/Deputy Director), Laserfiche Workflow will update security for that record, give access to the requester, and email the requester letting them know that their request has been approved.
4. Laserfiche will monitor a time frame (length of time TBD) and then Workflow will return sealed document security status – no access.
5. The DSS staff member who accesses the sealed record can also manually change the record security back to sealed and bypass number 3 above.
6. The County may have the ability to implement a process upon sealed record security being restored that an email can be sent to the DSS administration (Director/Deputy Director) notifying them of the return to sealed status of record (this is not a mandatory step but could be a good way to close the loop on monitoring the sealed record security changes).

LASERFICHE TEMPLATE: Adoptions:

The following index fields will be included for all Adoption Records on the Laserfiche Template. These fields can be used in the repository for indexing, reporting, and searching purposes.

Field Label	Field Type	Required?	Formatting/Validation
CIN	FREE TEXT	Yes	N/A
Childs Name	FREE TEXT – SINGLE LINE		N/A
MOTHER’S NAME	FREE TEXT – SINGLE LINE		N/A
FATHER’S NAME	FREE TEXT – SINGLE LINE		N/A

Note: ICC-CDS can change, add or remove fields during the build process with the County.

Completion Criteria, Timeline and Deliverables

Completion

Vendor shall have fulfilled its obligations when any one of the following first occurs:

1) Vendor accomplishes the activities described within this SOW in the sections entitled "Scope". The client will have up to fourteen (14) business days to review all activities and deliverables to report any deficiencies. No response from the Client within fourteen (14) business days of deliverables being delivered by ICC-CDS is deemed acceptance.

2) The client has the right to cancel services or deliverables not yet provided within [10] business days advance written notice to the other party. Cancellation by Client will mean that the Client will still be charged for work already completed as of date notice is provided.

Project Timeline

1.1 Project Kickoff Meeting – Within 1 week of project authorization

1.2 Project Development - 2 weeks

- a) Adoptions Template
- b) Security protocols applied
- c) Sealed Adoption Opening Process Automation

1.3 Customer Beta Testing – 1 week

- a) 2-30 minute meetings to review testing, changes and modifications (more if needed)
- b) Change/modification tracking throughout process

1.4 Go-Live – 1 week

1.5 Post Go-Live Support – 2 weeks

1.6 Transition to ICC-CDS Helpdesk support going forward

The timeline for this project may be faster based on availability of both DSS and ICC-CDS staff.

Deliverables

ICC-CDS will deliver the following to complete this project:

- 1) Project designed and implemented as described in the SOW
- 2) Training and process documentation
- 3) Post-Go-Live support for bugs/fixes

Training

Training your team is essential for getting the greatest value of your investment in any ICC project. ICC-CDS will provide User training for this process virtually.

Training will include:

- **Beta Testing/Training** (2 hours) Sample data will be used by the DSS team to thoroughly test the solution. ICC-CDS will have technical staff available during the testing/training to answer questions, document changes or potential changes needed before going live with solution.
- **Adoption Process Automation** (2 - 1 hour sessions) specific training on the Sealed Adoption Process Automation including; Workflow steps, Business Process, Approvals, Routing, Communications internally and reporting.

User Guide

ICC-CDS will provide a customized user help sheet for use by the staff. This guide will include screen shots of the process and step the user through the individual process within this project.

Change Management Process

During the project additional enhancements may be identified that are outside the scope of the current Statement of Work. Proposed enhancements will be submitted as written change requests to the County IT and ICC-CDS Project team. Together they will review alternatives to the potential change, and evaluate both positive and negative impacts on the project, work efforts, risks to implementation, project quality, costs and scheduling.

If it is determined that a scope change should be made, the DSS can determine whether they would prefer to use their own internal IT resources, or request a change order from ICC-CDS to have ICC-CDS resources perform the work. At the DSS' written request, ICC-CDS will generate a written change order for the additional functionality for review by the DSS. The DSS will then evaluate ICC-CDS's change order and determine how they would like to move forward. Written approval of a change order is required prior to ICC-CDS beginning any additional work outside of this Statement of Work.

Regardless of which team enacts the approved changes, scope changes will require updates to project documents, communication to stakeholders and updates to scheduling.

Assumptions

1. Work will be done using the DSS' existing Laserfiche Avante Server.
2. DSS Project Team will provide an individual or individuals to act as a point person(s) for the project. Individual(s) will be available to participate in meetings, allocate resources as needed, resolve issues, and approve scope changes and make final determinations when there is an issue/change that needs to be made.
3. ICC-CDS will provide regular status meetings to review questions and design choices as well as answer technical problems related to the development efforts.

SAMPLE CHANGE ORDER



781 Elmgrove Rd. • Rochester, NY 14624
(855) GEN-CODE • (585) 328-1810
FAX (585) 328-8189

CHANGE ORDER #ON3205_04042023 LASERFICHE RIO SYSTEM – ADDITIONAL SERVICES

Client Name:	Oneida County	Contact Person:	Chuck Klein
Address:	800 Park Avenue Utica, NY 13501	Account Executive:	Liz Mistretta
		Date:	04-04-2023

Line Item Description	Model #	Quantity	Unit Price	Total
Professional Services				
FOIL Streamline Business Process Automation		1	\$7,370.00	\$7,370.00
Professional Services Subtotal				\$7,370.00
Support				
SAP FOIL Streamline Business Process Automation	GCSL1_SAP	1	\$749.00	\$749.00
Support Subtotal				\$749.00
Grand Total				\$8,119.00 *

*See subsequent pages for a detailed Statement of Work.

LSAP/SAAS fees shown herein are for a full year LSAP/SAAS. As applicable, LSAP/SAAS will be prorated to align with the existing LSAP/SAAS anniversary date for the main system. Therefore, the LSAP/SAAS amount on your invoice may be less than the amount shown here.

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.

LSAP/SAAS: 2nd year forward for this component is estimated to be: \$749.00*
*subject to change based upon the then-current support prices for that year

Payment Terms: Billed as Services are completed.

Price Validity: Price is valid for 90 days from 04-04-2023

(Client please fill out) Invoice for this Change Order to be sent to: Email: _____

Department: _____ Contact: _____

This Change Order is subject to ICC Community Development Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions> and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

ONEIDA COUNTY, NEW YORK

Signature _____ Date _____

Name _____ Title _____

USER MAINTENANCE AND SUPPORT

- (a) Types of Laserfiche licenses offered. How current users will be evaluated for relicensing.

Named Users and Devices:

The County has Laserfiche Rio, your users will use Named User licenses to access the Laserfiche repository. A Named User license is a license that is reserved for a particular user or device and ensures that the license is always available for them.

There are three basic types of Named User licenses: Directory Named Users, Repository Named Users, and Named Devices. All three types of licenses may be full or retrieval with Laserfiche Rio.

- A Directory Named User license is assigned to a Windows Account or LDAP user. It can be used to connect to any Laserfiche Server or repository at your installation. For example, if the Windows user DOMAIN/JSmith has been allocated a Directory Named User license and the site has two repositories, he can use that single allocated license to log in to either repository.
- A Repository Named User license is assigned to a Laserfiche user. It is specific to a single user in a single repository, and is not shared between repositories, because the user object to which it is assigned only exists in one repository. For example, if the Laserfiche user JDoe is present on two repositories, and you want that user to be able to log in to both, you will need to allocate two Repository Named User licenses, one for each repository.
- A Named Device license is tied to a particular computer; any user may log in from that computer, but the license will not be available when accessing the repository from any other computer. Like Directory Named User licenses, Named Devices are not specific to a single repository. For example, if you have a scan station that will be used by multiple scanner operators to scan into two different repositories, you can allocate one Named Device license to that scan station for access to both. Note that Named Device licenses cannot be used with the Laserfiche web client, WebLink, or Web Administration Console.

Important: Directory Named Users and Named Devices are licensed for access to any repository at your installation. However, licensing does not bypass security; a user must still be granted access to a repository to be able to log in to it and view its contents.

Note: Laserfiche Rio installations that include Laserfiche WebLink will also use a fourth license type: Public Portal licenses, which allow for anonymous access via WebLink..

All three types of licenses are allocated from the same pool of Named User licenses. For instance, if you have 100 Named User licenses at your site, you can allocate them to any combination of Directory Named Users, Repository Named Users, and Named Devices that you want. You can also reallocate them as needed. For instance, you could remove a Named Device license from a particular computer and then grant it as a Directory Named User license to a Windows account

Because Named User licensing is designated per user or device, each user who should have access to the repository must be associated with a Named User license. When possible, we strongly recommend using Directory Named Users with Windows or LDAP accounts. This gives you more flexibility in license allocation, as you do not need to specify a particular repository for the license.

Alternately, if a particular computer will be used by several people but only one at a time—for instance, if you have a scan station that may be operated by any of several scanner operators—that computer can be set up as a Named Device. This would license your scanner operators to log in to any repository at your installation from that scan station but would not allow them to log in from another computer (unless that computer was also allocated a Named Device license).

Because they are specific to an individual repository and cannot be shared across your installation, Repository Named User licenses have less flexibility than Directory Named User licenses.

Each Named User license has up to four simultaneous connections per Laserfiche Server associated with it. This means that a user could have the Laserfiche Windows client, Administration Console, and Workflow Designer all open at the same time. This is true regardless of whether they are logging in using a Directory Named User license, a Repository Named User license, or a Named Device license.

The County uses Laserfiche Rio, you will allocate all Directory Named Users and all Named Devices, as well as Public Portal licenses, using the License Manager, and you will also specify the number of Repository Named Users per Server in the License Manager. You will need to allocate the Repository Named Users to specific Laserfiche users using the desktop or Web Administration Console.

Note: Some users and connection do not require a named user license. The FTSUSER\$ connection (used by the Laserfiche Full-Text Search service) and the WFUSER\$ connection (used by Workflow) will never require or use a named user license. In addition, the user used by Workflow 8.0.1 or later, Import Agent 8.1 or later, and Quick Fields Agent to connect to the Laserfiche Server do not require named user licenses. Audit Trail will also not use a named user license when retrieving audit data.

Participant Users:

Participant licenses provide read- only access to repositories and the ability to participate in Forms processes. Participant licenses can be allocated only to users that are managed in Laserfiche Directory Server. They cannot be assigned to named devices.

Authenticated Participant Users:

Authenticated participant users are a legacy license type similar to participant licenses but used only with Laserfiche Forms. Authenticated participant users can be allocated to a Forms Server from Laserfiche Directory Server. They can also be allocated from the Forms System Security page. This license type will be deprecated in favor of participant licenses.

Public Portal Licenses: Laserfiche Rio:

A Public Portal license is a license type that allows public users to access the Laserfiche Server through Laserfiche WebLink. Because a WebLink installation may be accessed by the public, it is not feasible to

allocate named user licenses to everyone who will need to access the repository through Weblink. With a Public Portal license, you can make your repository available for public access using Weblink. Public Portal licensed connections are read-only, meaning they can be used to view documents but not modify them. Public Portal licenses may only be used with Weblink; they are not available for other applications. They are linked to the specific Laserfiche Server with which they will be used.

(b) Description of Helpdesk software, staffing model and ticket service level response times, including detailed escalation protocols.

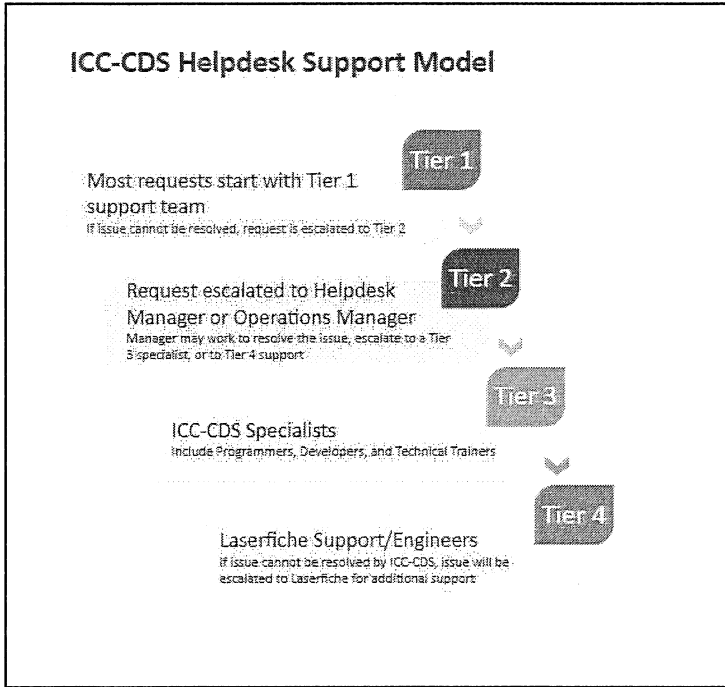
ICC-CDS utilizes HelpSpot customer service software to manage all support requests. With HelpSpot, customers can easily track the status of their requests, and all requests from their organization. By submitting support requests via the HelpSpot online portal, customers can choose to mark tickets as urgent, or request escalation to Tier 2 support.

ICC-CDS offers Laserfiche Support from 8:00 AM – 5:00 PM EST, Monday – Friday with after-hours support available upon request. Support tickets may be submitted at <https://icc-cds.com/helpdesk/>. Additionally, customers may reach us via email at LFSupport@icc-cds.com, or via phone at (855)436-5500.

Proposed Service Level Agreement:

Priority	Description	Criteria	Response Time	Target Completion Time
Critical	System or critical public facing component down.	Server failure or entire Laserfiche component (Forms, Workflow, etc.) unable to function, with no workaround available.	Within 60 minutes	Within 4 hours for a workaround or fix. Depending on the workaround priority becomes Medium. **must be submitted by online support portal and marked as Urgent
Medium	One person/work group can't function, non-mission critical business process is not functioning	Affects one or more individuals. Workaround(s) available.	Within 1 working day	Within 3 working days unless there is a development fix.
Low	One person is inconvenienced	No effect on productivity, or unsupported software. A service request that does not require immediate attention or involves long range planning.	Within 3 working days	Within 5 working days unless there is a development fix.

ICC-CDS uses a Tiered System Support Model. See below for description of ICC-CDS’s Laserfiche Helpdesk Support Model:



(c) How common issues and breakpoints will be identified and addressed. Please include details on the frequency of the analysis to be performed and engagement with Oneida County in this process.

At this time, traditional maintenance for Laserfiche is a two-step model where Oneida County identifies a problem and escalates the issue to the ICC-CDS helpdesk, a ticket is initiated, issue resolution is achieved or if needed the ICC-CDS helpdesk escalates the problem to Laserfiche. Once the problem is resolved the issue resolution is communicated to the IT contact and the ticket is closed. This model is the Laserfiche Solution Provider standard service level.

Going forward, ICC-CDS would like to recommend a dual approach to common issues and breakpoints identification. We would like to maintain the above model for daily interactions. ICC-CDS would also like to meet monthly (or more if needed) with the County IT project manager and IT resources to discuss any potential issues that may need review by the ICC-CDS helpdesk/technical staff. Also, we would like to review (at a frequency agreed upon by the County) any helpdesk tickets that were not escalated to ICC-CDS but were handled by the County IT staff directly. This could reveal potential future issues or recurring problems that should be discussed in the Laserfiche Team Project monthly meetings. If consistent issues present themselves through this review, then ICC-CDS will audit the Laserfiche system, business process automation, and or network for potential modifications and enhancements.

(d) Types and frequency of interaction Oneida County can expect regarding monitoring license usage, space availability and user statistics in the production environment.

In the past, ICC-CDS has developed and implemented workflows to monitor available drive space on Oneida County's Laserfiche server and send an email notification when space is getting low so that a new storage volume can be created. If the County can provide specific pain points, ICC-CDS can continue to develop additional workflows and/or monitoring tools (for example, sending quarterly email notifications listing any user accounts that have not logged into Laserfiche in the previous quarter)

(e) Illustrate experiential understanding of county government retention requirements, i.e., the Retention and Disposition Schedule for New York Local Government Records (LGS-1), as it applies to Laserfiche retention rules. Please describe other standards and/or recommendations on monitoring repository space and purging records.

Records management features in Laserfiche allow you to process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition. Records managers can define file plans and configure retention rules specific to their organization, and then view properties and status information for individual records and record folders in the new Records tab of the Metadata Pane. The county can access this information in the Folder Browser or when viewing a record in the Document Viewer. The life-cycle timeline displays the record's history and disposition eligibility, and eligible actions such as cutoff, transfer, accession, and destruction can be performed directly on the timeline. Records managers can quickly generate reports of records currently eligible for cutoff, disposition, and vital record review through the Records Management quick access pick list. Disposition action can then be performed directly from the report.

Laserfiche Records Management includes adherence to the New York State LGS-1 schedule, as well as DoD 5015.2 compliance. ICC-CDS has extensive experience working with the New York State Archives and New York local governments to implement Records Management within Laserfiche utilizing the LGS-1 schedule. ICC-CDS has provided complimentary grant writing services for the County during two grant cycles which secured over \$200,000 of funding for county initiatives such as, record scanning of District Attorney records. It is important for Records Management to not only focus on the paper documents that exist at the County but also incorporate all digital documents and images. ICC-CDS utilizes best practices to facilitate the incorporation of documents into the Records Management protocol within Laserfiche, which provides the County with valuable records management capabilities.

In 2020, Oneida County then IT Director and Laserfiche Project Manager began a project to implement the Laserfiche Records Management protocols at the County. This project was never completed due to the Covid-19 pandemic and staff changes. Establishing records management is a systematic undertaking that entails reviewing all documents currently residing in the repository and determining by folders or individual images the retention schedule that should be applied to a document.

ICC-CDS operation team including the assigned Oneida County Project Manager and programmer will follow the below methodology to implement Records Management within the County.

Traditionally end-users view Laserfiche as simply an electronic filing cabinet for documents and create process automation designs based on their current paper-based processes. Laserfiche has many characteristics and capabilities beyond the "electronic filing cabinet" model and offers the County an opportunity to streamline and enhance business processes rather than just automating a paper process. By taking the time to introduce end-users to Laserfiche's base functionality, end-users have a greater

capacity to envision how the advanced features of the Laserfiche solution can redesign their work processes for greater efficiencies. If the County IT staff identifies a potential need for ICC-CDS to support the creation and implementation of a business process automation the County would engage the ICC-CDS team leader to begin the process of scoping, pricing, building, testing and implementation.

At the County's acceptance of the partnership between ICC-CDS and Oneida County ICC-CDS will provide guidance and feedback regarding process re-design and implementation strategies for all projects in order to ensure the County receives the most value from its investment in Laserfiche. ICC-CDS would recommend limiting the number of concurrent projects so that resource limitations do not adversely affect project progress and learning within the County can be undertaken to leveraged for future projects.

Once the County has identified the business process that they would like to undertake and discuss with ICC-CDS both parties will need to meet with the team and all project sponsors to gain an understanding of the process. Process flows and sample form and process layouts will confirm a universal understanding of the process and ensure that our solution addresses the end-user needs. The County Project Team and key end- users will have opportunities to review a first draft of the proposed automation and give feedback. A final review will occur shortly before rollout of the new process. If, after review and installation, the process needs amending, ICC-CDS will assist the County with the changes. If new functionality is required beyond originally agreed upon scope, ICC-CDS will follow the prescribed Change Management process.

Process Review

- Initial Project Management discussions regarding resources and scheduling.
- High level functional process review with County Project Team.
- Detailed process review with end-users.

Process/Solution Documentation

- Documentation/Diagrams of initial understanding of process needs.
- Documentation/Diagrams of initial process automation solution.
- Review of process needs and initial solution design with County Project Team and end-users.
- Update process needs and Revise initial solution design.
- Development and approval of Change Order/quote.

Process Build/Testing/Implementation

- ICC-CDS programmers/engineers build the proposed solution.
- Status meetings to review build and make changes occurs through process.
- Upon completion of build testing occurs by both ICC-CDS project staff and Oneida County IT and/or department staff.
- Upon acceptance of tested solution, the business process automation is put into production by ICC-CDS.

(f) Oneida County will periodically request support in the creation of new/revised scanning templates as well as new forms development. Please describe how this type of request will be handled to include intake, discovery, pricing, scheduling, development, testing and implementation. You should provide generic documentation on your professional services guide, in addition to a description of recent engagement with a current client on a similar request.

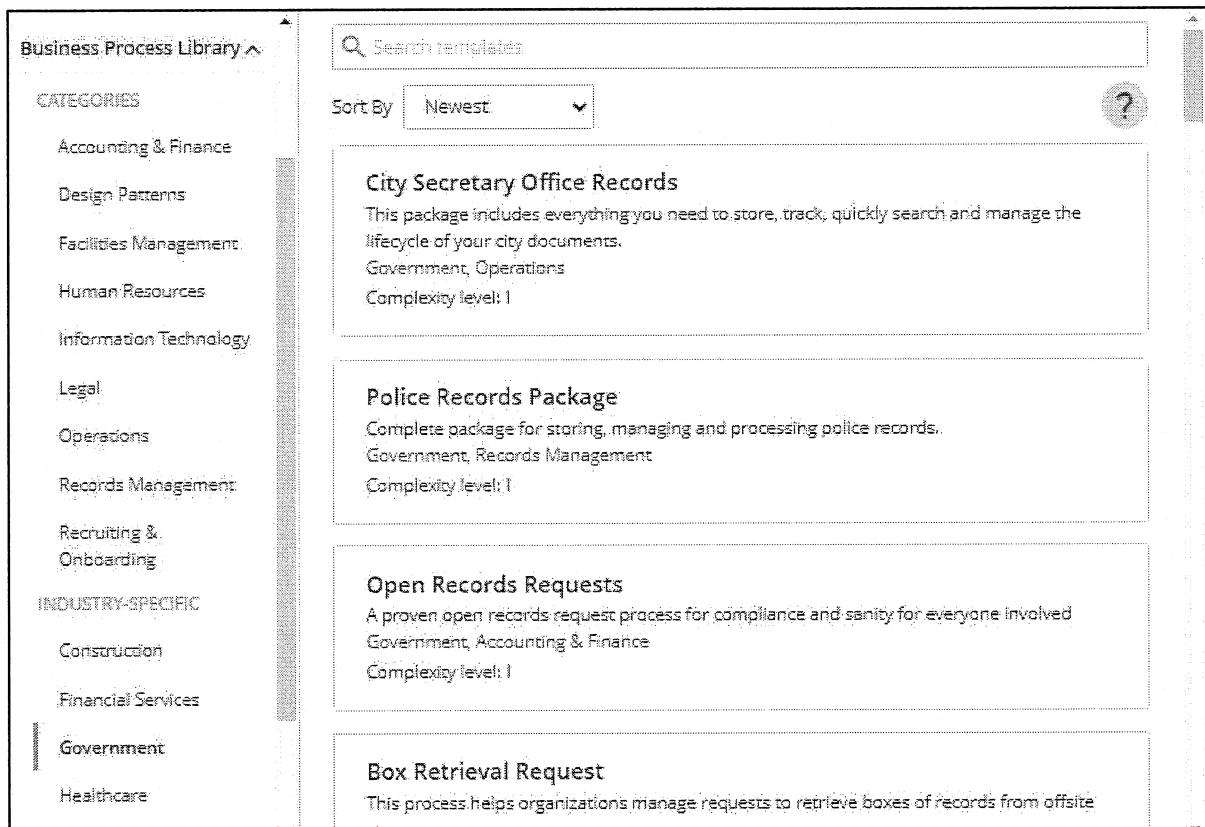
Please see Appendix B for a run through of this process.

materials for our technical and support teams, ensuring that everyone understands their roles, responsibilities, and the steps involved in each phase of a project.

2. **Quality Assurance and Testing:** We thoroughly test at each stage of development. This not only helps identify and rectify issues early, but also ensures that critical process steps were not missed at the Process Mapping stage.
3. **Continuous Improvement:** Our processes are not static but rather evolve over time based on lessons learned, feedback from stakeholders, new software capabilities, and changes in industry best practices.
4. **Training and Skill Development:** Our team undergoes continuous training to stay updated with the latest technologies and methodologies.

(c) Please demonstrate pre-set workflows and discuss process engagement for delivering customized workflows.

Laserfiche includes over 100 Solution Templates featuring pre-built Forms and Workflows that can be configured to meet the County's needs.



When a customer is the primary driver of the business process automation development but wants to consult with ICC-CDS's team of Development experts, they can contract for a block of time to be set up to work with ICC-CDS's team or to receive additional training. ICC-CDS will do the requested work/training and track time against the established block of hours. This work/training can be complete Onsite or

Remotely. When the block support time is used up, we will then notify the customer and discuss replenishment.

For additional information on engaging with ICC-CDS for new workflow/process builds, see Appendix B.

(d) Describe how obsolete code will be identified and then retired/backed-out of usage.

If any obsolete code is identified during the course of regularly scheduled Laserfiche Team /system review meetings, ICC-CDS will create a project plan and meet with any process stakeholders to develop a plan for replacing/rewriting code as-needed.

During each monthly Laserfiche Team Meeting ICC-CDS/Oneida County Laserfiche project team will invite one or two individual departments that are utilizing Laserfiche to review both existing Laserfiche automation and records management and potential additional Laserfiche workflow and form utilization.

(e) Please describe in detail your development and testing set-up and process standards.

Please see Appendix B.


(f) Please provide examples of workflow KPI reporting.

Laserfiche now supports dashboards and reports that you can use to identify issues, glance at data, and filter time periods. Insights provides access to a new set of reports that include the Process Overview, Performance, Task Loads, and Workload reports:

[Insights](#) | [Custom Reports](#) | [Saved Snapshots](#) | [Report Schedules](#)

Please select a process to view a report.

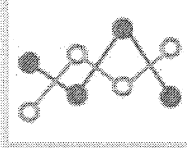
PROCESS OVERVIEW



Get insight into your process.

[View report](#)

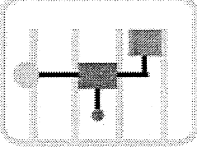
PERFORMANCE



Track how long your processes take to complete.

[View report](#)

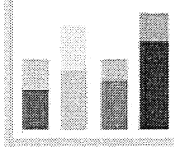
TASK LOADS



View which steps in your processes are accumulating tasks.

[View report](#)

WORKLOAD



View which users or teams have in-progress and completed tasks.

[View report](#)

Process Overview reports detail data about one process. The data includes instance, duration, and distribution overviews:

Reports > Needs Assessment - Submission

Showing all data

Needs Assessment - Submission | Yes | Query/Filter | Date Filter | [Refresh](#)

7 Total in progress | 0 Suspended | 7 With no errors

Overview

Task Dates

Instance

Drawn as a Task

Color by

Duration Average Duration

of all instances of tasks

AVERAGE TASK DURATION

793.2 days

LOWEST TASKS STOP STEPS

View the process flow for (Customer Name) (Needs Assessment Type) (Customer Type) (Needs Assessment) [View](#)

View the process flow for (Customer Name) (Customer Type) (Customer Name) [View](#)

Distribution All Tasks

Legend Color Duration Status

BY USER

SHOW TASKS STOP STEPS

Chris C

Samir H

John H

Offra L

INSIGHTS

Chris C [Process Overview](#) [View Task](#)

Chris C [Process Overview](#) [View Task](#)

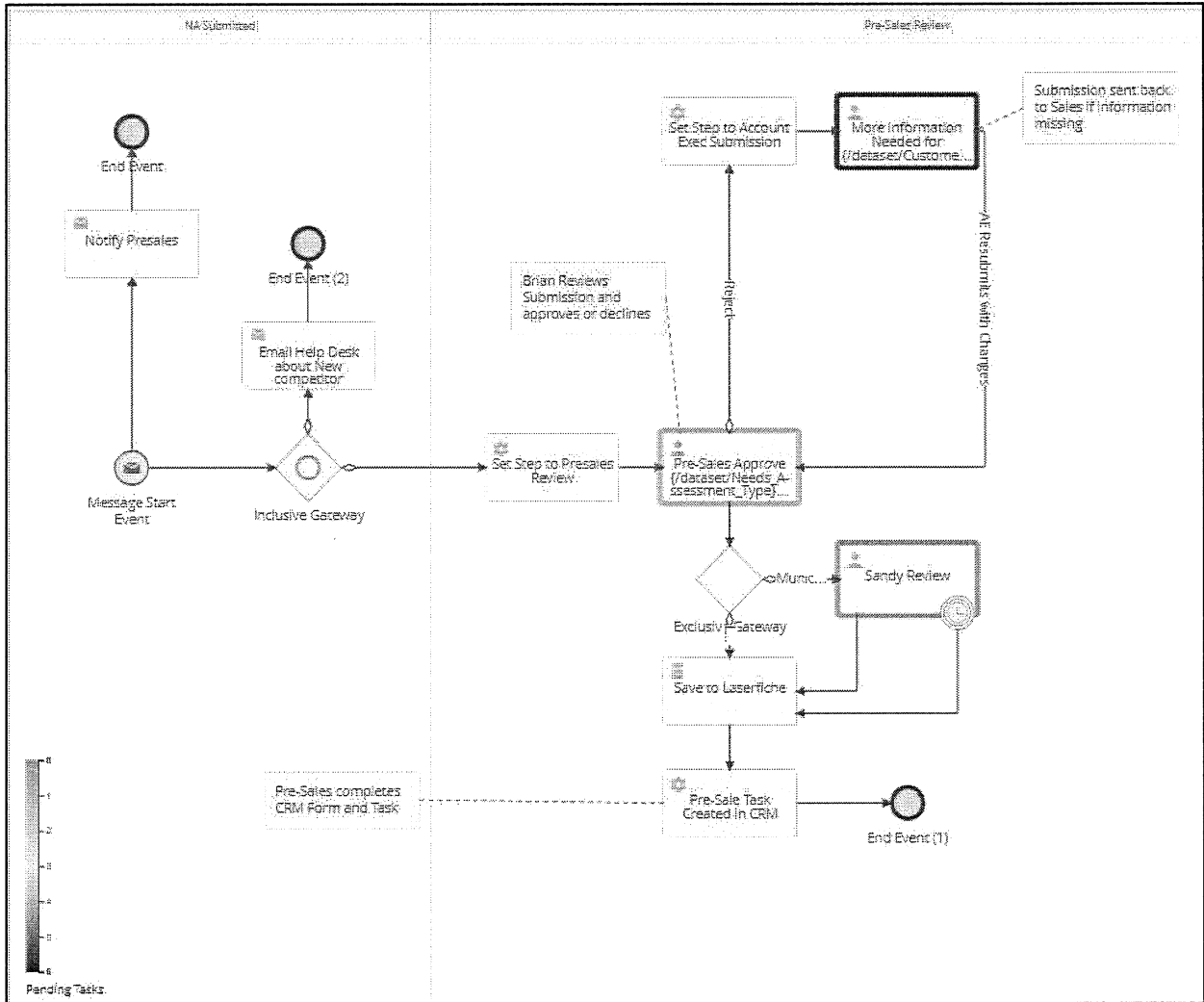
BY TASK

HIGH TASKS STOP STEPS

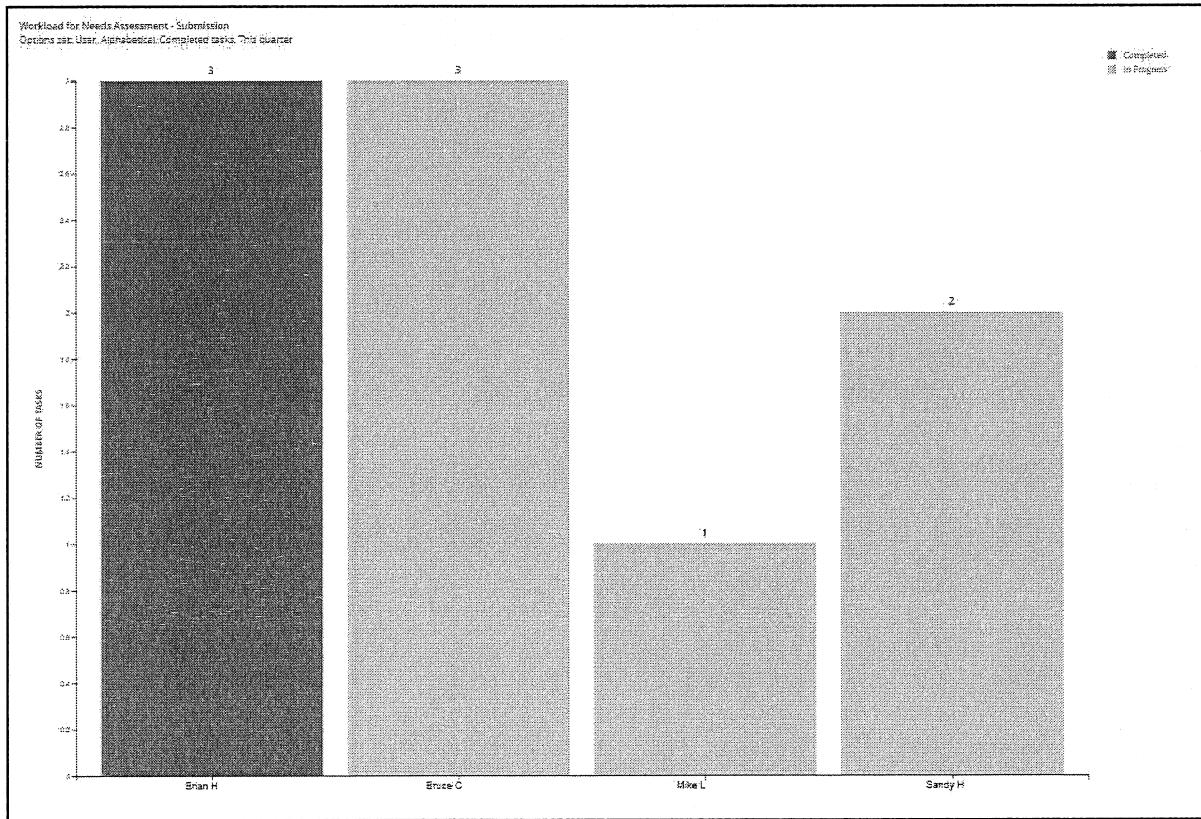
Get insights for about

Performance reports detail the performance data about how quickly your process instances are being completed. The time it takes an instance to be completed is known as the cycle time.

Task Loads reports let you view which user tasks in a process are accumulating too many tasks and potentially creating bottlenecks. By selecting the process of interest and adding other criteria, you can generate a heat map that color-codes user tasks according to how many pending tasks they have or how many tasks they've accumulated per day:



Workload reports let you view how in-progress and completed tasks are distributed over users or teams:



TECHNOLOGY

(a) Please provide a documented plan for maintaining and upgrading data processing, databases, software, and hardware to industry standards.

ICC-CDS will schedule twice yearly system review meetings (approximately January 15 & July 15) with the County where we will discuss any new versions of Laserfiche, pros and cons of upgrading, supported operating systems and backend database versions, and provide an upgrade plan so that the County remains on a modern version of the Laserfiche software. We aim for this to be a collaborative effort with the County's IT staff.

Agenda for this meeting would include:

- 1) Laserfiche version review including any patches, dot releases.
- 2) Discussion on benefits of applying patches or upgrade
- 3) Any changes to the operating systems
- 4) Any changes to the backend database versions
- 5) Discussion on potential Laserfiche load distribution
- 6) Q&A

If upgrade is decided upon a detailed plan will be developed with goals, scope, tasks, and due dates.

Sample Project Plan Segment: not specific to upgrade project

#	Milestone/Task Description	Onsite/ Remote	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Overall Project Management									
	Status Meetings	O/R							
1.0 - Contract Agreement									
1.01	Contract signing	R							
1.02	GC contract processing, review and resource allocation	R							
1.03	Order for Laserfiche Training Center (if purchased)	R							
2.0 - Consultation and Project Planning									
2.01	Project Team meeting and Schedule development	R							
2.02	Hardware review and recommendations consultation	R							
2.04	Identification of system users/groups	R							
2.05	Review with City to defined templates, folder structure and user setup plans	R							
3.0 - Laserfiche Software Purchase									
3.01	Order placement and fulfillment confirmation	O							
4.0 - Server and Client Software Implementation									
4.01	Installation of the Laserfiche Rio Server including user setup and security	O							

(b) Provide requirements for requesting critical system outage off-hours support and describe what can be expected in this support model.

For issues reported during normal business hours (8:00 AM – 5:00 PM EST, Monday-Friday), if the issue has been reported as Critical as described in above SLA, ICC-CDS staff will continue to troubleshoot the issue after normal business hours have ended until a workaround has been found or the issue has been escalated to Laserfiche Engineers.

Criteria for Critical issues includes: Server failure or entire Laserfiche component (Forms, Workflow, etc.) unable to function, with no workaround available.

(c) Please describe your cost savings initiatives and any cost reduction support available to Oneida County.

As part of the yearly system review meetings proposed in section A above, ICC-CDS will provide an audit of the number of user licenses owned by the County vs those currently unused/unassigned, and any licenses that are not frequently used so that the County can determine if the current license count is necessary or if reducing licenses is possible.

Additionally, by continuing along the path of digital transformation with Laserfiche, the County can further reduce costs by reducing labor costs and printing needs by automating common business processes and digitizing paper forms. Upon request, ICC-CDS can provide recommendations for business processes within the County that are candidates for digitization/automation.

(d) Please describe audit trail monitoring for administrative change functions within the system.

Laserfiche Audit Trail enables you to track activities performed in a Laserfiche repository and Laserfiche Forms. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository and Laserfiche Forms. The County's current Laserfiche licensing includes Advanced Audit Trail, which includes the ability to not only audit basic information and system functions, but also allows you to log security changes and other privileged activities within the system.

ADHERENCE TO COUNTY STANDARDS AND GUIDELINES

- (a) Acceptable use policy acknowledgement will be required for all staff.

All employees of ICC-CDS that have access to the Oneida County Laserfiche solution will sign an acceptable use policy acknowledgement.

- (b) Provide information on in house cyber security training and security measures to be taken on behalf of Oneida County

All employees in ICC-CDS's Laserfiche division are required to complete Criminal Justice Agency Security Awareness Training every two years as part of our FBI CJIS Certification process (which includes fingerprints, background checks, and Security Awareness training).

- (c) Describe change management standards.

ICC-CDS has worked with many county-level governments across the United States to implement a similar system to the one that is implemented at Oneida County. From our perspective the most significant risks to this project are change management within the staff. We find that it is important to have strong leadership and guidance from the Executive level of the government in order for a successful Content Management solution to succeed. Most people in our experience do not embrace change and replacing several legacy paper centric workflows with a paperless workflow process can cause angst with the users. It is important to rely on training, refresher training, departmental subject matter experts, leadership at the County and your Solution Provider to promote the positives, make users feel comfortable and confident in the new solution and promote the benefits for moving away from the legacy solutions.

During the support contract, additional enhancements may be identified that are outside the scope of the current footprint of the Laserfiche solution. Proposed enhancements will be submitted as written change requests to the ICC-CDS Project team. Together the County and ICC-CDS will review alternatives to the potential change, and evaluate both positive and negative impacts on the implementation, work efforts, risks to implementation, project quality, costs and scheduling.

If it is determined that a scope change should be made, the County can determine whether they would prefer to use their own internal IT resources, or request a change order (see sample on pg. 20) from ICC-CDS to have ICC-CDS resources perform the work. At the County's written request, ICC-CDS will generate a written change order for the additional software/services for review by the County. The County will evaluate ICC-CDS's change order and determine how they would like to move forward. Written approval by the County of a change order from ICC-CDS is required prior to ICC-CDS beginning any additional work. Regardless of which team enacts the approved changes, scope changes will require updates to project documents, communication to stakeholders and updates to scheduling.

COSTS

Service Pricing:

ICC-CDS's service fees, which will be held for 36 months after award of the services contract, are set forth below. The number of hours/days required for various projects will obviously vary, and the scope of work for each project (determined through collaboration between the County and ICC-CDS after initial requirements analysis) will be outlined and pricing provided at that time.

- On-site work (all-inclusive pricing; no additional travel expenses)
- Work done at ICC-CDS Offices
- After hours support

Laserfiche Software Pricing:

ICC-CDS's charges to the County for the Laserfiche software licensing and LSAP (support and maintenance program) will be at ICC-CDS's prevailing pricing schedule for these items at such time as the County authorizes purchase of the items. ICC-CDS does not anticipate changes in these prices unless increases are established by the software developer (Compulink Laserfiche), in which case ICC-CDS shall advise the County of any applicable price increases.

Software pricing for the following Laserfiche licensing models are included below:

- Laserfiche RIO
- Laserfiche Subscription
- Laserfiche Cloud

ICC-CDS Service pricing for the following is also included below:

- Conversion
- Installation
- Training
- Consulting
- FlexTech (Managed Services)
- Image Processing (from scanning vendors needing to get images/metadata into the LF software either on-premise or Cloud)

General Professional Services:

ICC-CDS's services fees, which will be held for 36 months after award of the services contract, are set forth below. The number of hours/days required for various projects will obviously vary, and the scope of work for each project (determined through collaboration between the County and ICC-CDS after initial requirements analysis) will be outlined and pricing provided at that time.

- On-site work (all-inclusive pricing; no additional travel expenses), visits: \$1,950 per "person day" (e.g., one person for a day = \$1,950; 2 people for 1 day = \$3,900.)

- Work done at ICC-CDS Offices: \$175 per hour
- After hours support: \$175 per hour

Laserfiche Software:

ICC-CDS’s charges to the County for the Laserfiche software licensing and LSAP (support and maintenance program) will be at ICC-CDS’s prevailing pricing schedule for these items at such time as the County authorizes purchase of the items. ICC-CDS does not anticipate changes in these prices unless increases are established by the software developer (Compulink Management Center Inc., DBA Laserfiche), in which case ICC-CDS shall advise the County of any applicable price increases.

Flex-Tech Managed Services:

ICC-CDS also supports a level of Laserfiche and support called Flex-Tech Support™. These managed services will provide you with help from our support team to assist with issues or needed work that is not currently supported by your Laserfiche Software Assurance Program (LSAP). Current LSAP covers break-fix situations as well as new software versions. Flex-Tech Support will provide ICC-CDS support for non-break fix issues and support along with monthly Laserfiche team meetings, Workflow functional reviews.

- Managed Service - \$19,500

As of today, all Laserfiche Rio price (both software and support) are at New York State Contract Levels (3.1% discount on software and support). Please note that if in the future the Laserfiche NYS State Contract Prices are amended that this will change the County’s pricing to reflect said changes.

LASERFICHE RIO SOFTWARE - includes NYS Contract discount

Highlighted products are current owned by the County

Component	Unit Price – NYS Contract	Notes
Laserfiche Rio Named Users: (per license)		
200 – 499 User Tier	\$640.20	Current tier as of 10/5/23
500 – 999 User Tier	\$485	
Additional tier price reductions are available if/when needed		
Laserfiche Pilot Public Portal	\$24,250	
Laserfiche Unlimited Public Portal – dual processor Laserfiche server	\$48,500	
Laserfiche Unlimited Public Portal – multi-processor Laserfiche server	\$72,750	
Records Management Licensing	10% add-on to all named full and retrieval users	The Records Management Module is priced by the number of named full and retrieval users for the system. Therefore, this will need to be added to any named full and/or retrieval user purchase.
Laserfiche Forms	10% add-on to all named	Forms Basic is required in order to acquire the Forms Portal Add-On and

	full users	is priced by the number of named full users.
Laserfiche Connector	5% add-on to all named full users	Connector is priced by the number of named full users.
Laserfiche Forms Portal Add-On	\$7,747	County owns at this time. Requires Forms Basic and is licensed per Laserfiche Forms server.
Laserfiche Forms Authenticated Participants (1-49)	\$194	
Laserfiche Forms Authenticated Participants (50-199)	\$136	Current tier as of 10/5/2023
Laserfiche Forms Authenticated Participants (200-499)	\$96	
Laserfiche Quick Fields Basic Package	\$2,423	Includes Quick Fields foundation and Validation Packs for Bar Code and Real-Time Lookup.
Laserfiche Quick Fields Core Package	\$4,845	Includes Quick Fields foundation, Quick Fields Scripting Kit and Validation Packs for Bar Code, Real-Time Lookup and Zone OCR – County currently owns.
Laserfiche Quick Fields Classify Package	\$7,268	Includes Quick Fields Core package plus Quick Fields Document Classification.
Laserfiche Quick Fields Context Package	\$9,690	Includes Quick Fields Core Package, plus Quick Fields Forms Alignment, Forms ID, Forms Extractor, Optical Mark Recognition, and Auto Stamp/Redaction/Bates numbering.
Laserfiche Quick Fields Complete Package	\$14,535	Includes all components in the Basic, Core, Classify and Context packages.
Laserfiche Quick Fields Agent	\$9,690	
Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	\$9,690	
Laserfiche Plus for Publishing (royalty-free distribution of published materials)	\$3,682	One seat
Laserfiche Import Agent	\$1,454	
Laserfiche SDK (formerly Integrator's Toolkit)	\$2,423	
Laserfiche ScanConnect, single license	\$160	A ScanConnect license is required for each scanner connection directly into Laserfiche.
Laserfiche ScanConnect, 5-pack	\$640	
Laserfiche ScanConnect, 10-pack	\$887	

LASERFICHE RIO SOFTWARE ASSURANCE PLAN (LSAP) - includes NYS Contract discount
Highlighted products are current owned by the County

Component	Unit Price – NYS Contract	Notes
Laserfiche Rio Named Users (per license):		
200 – 499 User Tier	\$128.04	Current tier as of 10/5/23
500 – 999 User Tier	\$97	
Laserfiche Pilot Public Portal	\$4,845	
Laserfiche Unlimited Public Portal – dual processor Laserfiche server	\$9,690	
Laserfiche Unlimited Public Portal – multi-processor Laserfiche server	\$14,535	
Records Management Licensing	10% add-on to all named full and retrieval users LSAP	Depending on user tier
Laserfiche Forms	10% add-on to all named full users LSAP	Depending on user tier
Laserfiche Connector	5% add-on to all named full users LSAP	Depending on user tier
Laserfiche Forms Portal Add-On	\$1,549	
Laserfiche Forms Authenticated Participants (1-49)	\$39	
Laserfiche Forms Authenticated Participants (50- 199)	\$27	Current tier as of 10/5/23
Laserfiche Forms Authenticated Participants (200- 499)	\$19	
Laserfiche Rio Quick Fields Packages (licensed per installation):		
Laserfiche Quick Fields Basic Package	\$484.50	
Laserfiche Quick Fields Core Package	\$969	
Laserfiche Quick Fields Classify Package	\$1,453.50	
Laserfiche Quick Fields Context Package	\$1,938	
Laserfiche Quick Fields Complete Package	\$2,907	
Laserfiche Quick Fields Agent	\$1,938	
Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	\$1,938	
Laserfiche Plus for Publishing (royalty-free distribution of published media)	\$1,550.40	
Laserfiche Import Agent	\$290.70	
Laserfiche SDK (formerly Integrator’s Toolkit)	\$726.75	
Laserfiche ScanConnect, single license	\$31.98	
Laserfiche ScanConnect, 5-pack	\$127.91	
Laserfiche ScanConnect, 10-pack	\$177.33	

Laserfiche Self-hosted Subscription (prices subject to YOY increases)

Highlighted products are current owned by the County

Core System Components (note that a 3.1% discount is possible via specific contract vehicles)

Product Description	Quantity	Code	List Price	Licensing Metric
Business Users	25-49	JSENF3	\$ 830.00	User
	50-99		\$ 815.00	User
	100-199		\$ 660.00	User
	200-499		\$ 470.00	User
	500-999		\$ 276.00	User
	1,000+		\$ 192.00	User
Professional Users	10-49	JSENF2	\$ 710.00	User
	50-99		\$ 600.00	User
	100-199		\$ 575.00	User
	200-499		\$ 395.00	User
	500-999		\$ 265.00	User
	1,000+		\$ 180.00	User
Starter Users	1-50	JSENF1	\$ 540.00	User
Participant Users	10-199	JSPAR	\$ 110.00	User
	200-499		\$ 55.00	User
	500-999		\$ 38.00	User
	1,000+		\$ 28.00	User
Community Users	Block of 500	JSCOMM	\$ 10,670.00	User
	Block of 1,000		\$ 16,000.00	User
	Block of 2,000		\$ 21,350.00	User
	Block of 5,000		\$ 32,000.00	User
	Block of 10,000		\$ 42,650.00	User
	Block of 25,000		\$ 53,350.00	User
Education Users	Block of 2,000	JSEDCOM	\$ 10,675.00	User
	Block of 5,000		\$ 16,000.00	User
	Block of 10,000		\$ 21,325.00	User
	Block of 25,000		\$ 26,675.00	User
Public Portal	Public Portal for One Laserfiche Server	JSPLS1	\$ 12,130.00	Server
	Public Portal for Two Laserfiche Servers	JSPLS2	\$ 16,200.00	Server
	Public Portal for Unlimited Laserfiche Servers	JSPLSX	\$ 26,200.00	Account
Forms Portal		JEPFRM	\$ 3,880.00	Server

Records Management		JSRM	\$ 5,000.00	Account
Advanced Audit Trail		JSATX	\$ 2,500.00	Account
Laserfiche Quick Fields Complete with Agent	10	JSQCXA	\$ 12,000.00	Device
Laserfiche ScanConnect	1	JSCX1	\$ 100.00	Device
Laserfiche SDK		JTK	\$ 1,220.00	Account
Sandbox		JSD	\$ 8,000.00	Account

Hybrid Cloud Services

Product Description	Code	List Price	
Direct Share	JSHDS	\$ 7,500.00	Account

REFERENCES

Reference #1

Agency / Customer	Laserfiche Project
Name	Tompkins County, New York
Address	320 N. Tioga Street Ithaca, NY 14850
Contact Person	
Name	Maureen Reynolds
Title	County Clerk
Telephone Number	(607) 274-5432
E-mail Address	mreynolds@tomkins-co.org
Project	
Description of Work	The county has been using Laserfiche since 2009 and has integrated the system into multiple departments including the County Clerk, Courts and more. Additionally the County also has a shared service project called TSSERR through Laserfiche with all Towns and Villages that reside within the County and Cortland County.

Reference #2

Agency / Customer	Laserfiche Project
Name	Franklin County, Pennsylvania
Address	218 North 2 nd Street Chambersburg, PA 17201
Contact Person	
Name	Marlies Ries
Title	Information Technology – Applications Services Manager
Telephone Number	(717) 261-3149
E-mail Address	mries@franklincountypa.gov
Project	
Description of Work	ICC-CDS has been associated with Franklin County for nearly 20 years. When originally sold, ICC-CDS was the prime contractor and continues today to be the primary support for the Laserfiche installation at Franklin County which has grown from a 10-user system to over 200 users. We have provided all of the installation and training services to the County and have worked with their IT staff to develop complex workflows to automate document-centric business

	<p>processes.</p> <p>Franklin County is a very progressive county where it comes to the use of document management technology. They have embraced all of the functionality and power of Laserfiche to enhance many areas of their County's operations.</p> <p>ICC-CDS partnered with the County to build an ECM solution that now provides Records Management and Document Management software and related services for 40 departments within the County. The County started in one department in 2001 and has grown to include over 40 departments in 2023. The solution has grown to include Laserfiche Rio with 247 users, Public Portal for sharing retrieval information with the citizens of the County along with using it as an internal retrieval only access point for County employees. The County is currently running over 700 workflows and nearly 600 electronic forms.</p>
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Reference #3

Agency / Customer		Laserfiche Project	
Name	Wayne County, New York		
Address	9 Pearl St. Lyons NY 14489		
Contact Person			
Name	Michael Jankowski		
Title	County Clerk		
Telephone Number	(315) 946-5980		
E-mail Address	mjankowski@co.wayne.ny.us		
Project			
Description of Work	The county has been using Laserfiche since 2018 and is focused on scanning all records within the records room. The focus is to make documents accessible to the county staff while mitigating the storage of paper documents. The county hosts as a shared service three towns currently on their Laserfiche solution and are looking at expansion in 2023 of additional municipalities.		

Reference #4

Agency / Customer		Laserfiche Project
Name	Cayuga County, New York	
Address	160 Genesee Street Auburn, NY 13021	
Contact Person		
Name	Susan Dwyer/Michael McNeil	
Title	County Clerk/Archives Project Manager	
Telephone Number	(315) 253-1275	
E-mail Address	sdwyer@cayugacounty.us	
Project		
Description of Work	The county purchased Laserfiche from ICC-CDS in 2022 after an extensive review of software and providers. The DREAMS project is focused on a complete document management/records retention initiative including digitizing all records currently stored at the records center and handling day forward documents to reduce storage and maximize ability to find and share documents.	

Other County clients that ICC-CDS currently serves in New York include:

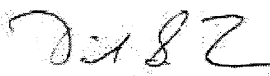
ICC-CDS has the following county clients within New York: Albany, Cattaraugus, Cayuga, Cortland, Fulton, Livingston, Montgomery, Oneida, Oswego, Saratoga, Schenectady, Sullivan, Tompkins, Warren, Washington, Wayne, Yates. Additionally, we serve over 150 Cities, Towns, Villages and Municipal entities within the state of New York.

APPENDIX A – REQUIRED FORMS

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

<p>ICC-CDS</p> <hr style="border: 0.5px solid black;"/> <p>Legal Name of Organization</p> <p>10/4/23</p> <hr style="border: 0.5px solid black;"/> <p>Date</p>	 <hr style="border: 0.5px solid black;"/> <p>Signature</p> <hr style="border: 0.5px solid black;"/> <p>Dan Foster</p> <hr style="border: 0.5px solid black;"/> <p>Printed Name</p> <hr style="border: 0.5px solid black;"/> <p>General Manager</p> <hr style="border: 0.5px solid black;"/> <p>Title</p>
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NON-COLLUSION CERTIFICATION (GML § 103-D)

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.



<p>ICC-CDS <hr style="border: 0.5px solid black;"/> Legal Name of Organization</p>	<p><hr style="border: 0.5px solid black;"/></p> <p align="center">Signature</p>
<p>10/4/23 <hr style="border: 0.5px solid black;"/> Date</p>	<p>Dan Foster <hr style="border: 0.5px solid black;"/></p> <p align="center">Printed Name</p>
	<p align="center">General Manager <hr style="border: 0.5px solid black;"/></p> <p align="center">Title</p>

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

ICC-CDS

Legal Name of Organization



Signature

10/4/23

Date

Dan Foster

Printed Name

General Manager

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION (Res. No. 249 of 1999)

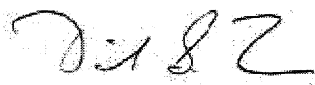
The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

<p>ICC-CDS</p> <hr/> <p>Legal Name of Organization</p>	 <hr/> <p>Signature</p>
<p>10/4/23</p> <hr/> <p>Date</p>	<p>Dan Foster</p> <hr/> <p>Printed Name</p> <p>General Manager</p> <hr/> <p>Title</p>

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION (GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

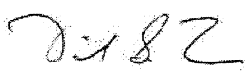
Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

<p>ICC-CDS _____ Legal Name of Organization</p>	 _____ Signature
<p>10/4/23 _____ Date</p>	<p>Dan Foster _____ Printed Name</p>
	<p>General Manager _____ Title</p>

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.


The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

ICC-CDS

Legal Name of Organization

10/4/23

Date



Signature

Dan Foster

Printed Name
General Manager

Title

APPENDIX B - LASERFICHE PROJECT PLANNING

ICC-CDS will provide a general project plan for the County based on the requirements defined in the RFP. Progress to the Project Plan will be tracked and reported at each status meeting or on request from the County.

High Level Milestones

For clarity and brevity, high-level project milestones are listed below.

- **Contract Agreement** – signed agreement to work with ICC-CDS to implement an EDMS system and perform document conversion and integration development.
- **Project Kickoff Meeting** – Meeting with all stakeholders to review contract, answer questions and begin initially planning and scheduling for system implementation and scanning.
- **Technical Planning Meeting** – Meeting to review technical architecture recommendations and answer questions for the County IT in preparation for Laserfiche System Installation.
- **Laserfiche System Installation** – Completion of initial system and user setup of the County's Laserfiche system.

1. Contract Agreement and Project Kickoff

Upon receipt of a signed contract from the County, the ICC-CDS Project Manager will call to review the Project Plan and discuss the following:

- Designate the main contacts for the project from ICC-CDS and your organization.
- Discuss the proposed schedule and set dates, including regular status meetings.
- Confirm availability of required personnel, equipment and facilities.
- Address any outstanding questions, concerns or issues.

2. Technical Planning / Project Management

An initial planning process provides ICC-CDS with information required to set up the document and information capture for the storage and retrieval of documents in the Laserfiche System.

- Review of the County's software and hardware with County IT to determine its ability to support the Laserfiche system and components and provide required connectivity. Potential identification of additional hardware purchases, installation or configuration that must be completed by the County's IT department prior to the scheduled Laserfiche system installation. (*Conference call discussion - recommended a minimum 1 month prior to Laserfiche installation date unless agreed by the County and ICC-CDS*).
- Review of user lists and user groups in discussion with the County, including data access rights and security.

- Regular meetings to review progress of project and address any issues.

3. Conversion Assessment Consultation -OpenText Conversion

ICC-CDS will provide a remote Conversion Assessment Consultation to the County for the purposes of evaluating and scoping the conversion of OpenText documents into the new Laserfiche EDMS system. ICC-CDS will leverage our decades of experience converting documents from other system for Laserfiche to design a process that will ensure as much data and documents are converted as accurately as possible.

ICC-CDS consultant(s) and developers will work with County to identify and map documents conversion from the OpenText system to Laserfiche. This process will identify the quantity of documents and images to be converted, associated document metadata, folder structures required, etc. Once this evaluation is complete, ICC-CDS will provide the County with a separate conversion plan and proposal for their consideration.

4. Software Implementation

Software implementation can be performed onsite by a ICC-CDS installer/trainer or remotely in cooperation with the County's IT department. Software implementation includes:

- Installation and configuration of the Laserfiche Avante and components plus Laserfiche Add-on Modules purchased.
- Configuration of Named Users, groups and user rights and security.

Desktop vs. Thin Client setup:

County IT will determine which Laserfiche end-users will utilize the Laserfiche Web Access thin client and which will use the Laserfiche desktop client. Laserfiche Web Access provides full read-write access to the Laserfiche repository but requires no software to be installed upon the client workstation. Laserfiche desktop clients are recommended for heavy Laserfiche users and users that will be scanning to the Laserfiche repository. Client workstation setup requires 15-30 minutes per workstation.

The County's IT department will be required to assist in the installation of these workstations at the direction of the ICC-CDS installer. Installation will include:

- Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and E-mail functionality, as well as scanner configuration and testing, if applicable.
- Complete system testing of all installed components.

5. Training

Training your team is essential for getting the greatest value of your investment in any EDMS solution. ICC-CDS will train both administrators and end-users to utilize the Laserfiche system to ensure the County has

the skills to meet their objectives. Training will include technical and end-user training for the Laserfiche server and components.

Training will include:

- **Full-User Training** – covering the basic functions and features of the Laserfiche repository system. Recommended for all end-users.
- **Administrator Training** – covering user setup, security and basic Laserfiche system maintenance. Recommended for IT and Laserfiche System Administrators.

EXHIBIT D

(Statement of Work)

STATEMENT OF WORK

Project Title: _____

This Statement of Work Number ____ (this “SOW”) is entered into pursuant to the Professional Services Agreement, dated _____, 2024 (“Agreement”), the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and ICC Community Development Solutions, LLC (“ICC”), formerly known as General Code, LLC, a New York limited liability company with its principal place of business at 781 Elmgrove Road, Rochester, New York 14624.

This SOW is incorporated into the Agreement. In the event of any conflict between this SOW and the Agreement, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

1. Professional Services & Deliverables. ICC will provide the following additional services: [Insert description of professional services. Include technical specifications for any deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

2. County Cooperation. The County will reasonably cooperate with ICC in the provision of such additional services and will provide the following assistance: [Insert description of County responsibilities, or insert “N/A” if not applicable.]

3. Payment. For providing the services described in this SOW, the County will pay ICC as follows: [Insert detailed breakdown of costs and payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

4. Additional Provisions. In addition, the Parties agree as follows: [Insert additional terms or “N/A” if not applicable.]

This SOW is effective as of the latest date of execution set forth below.

COUNTY OF ONEIDA

ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC

[insert]

[insert]

Date: _____

Date: _____

EXHIBIT E

(Certificate of Completion)

CERTIFICATE OF COMPLETION

Statement of Work No. _____ Project Title: _____

The Parties certify that the foregoing project has been completed and accepted by the County of Oneida and by ICC Community Development Solutions, LLC, such completion effective as of _____, 2024.

COUNTY OF ONEIDA

ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC

[insert]

[insert]

Date: _____

Date: _____



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Phone: (315) 798-5765
Fax: (315) 798-6412

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

Anthony J. Picente, Jr.
County Executive

February 21, 2024

FN 20 24-117

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Voter Registration System Software and Services Agreement

Dear County Executive Picente:

Enclosed please find a proposed contract with NTS Data Services, LLC, for voter registration system software, license and support services. Specifically, per the contract, NTS will provide the County Board of Elections with its "APEX Geo-Enabled Voter Registration System"—which has been certified by the New York State Board of Elections — including ongoing support and maintenance, software updates, full document imaging, election management and interface messaging systems (IMS) to distribute data, as well as necessary training.

The term of this contract is three years from January 1, 2024 to December 31, 2026, with an option to renew for up to two additional one-year terms. The total cost of this agreement is \$212,360.00, which is payable in annual installments of, respectively, \$65,414.00, \$70,647.00 and \$76,299.00.

Assuming this proposed contract meets with your approval, please forward it to the Board of Legislators for its review and approval. If you have any questions or would like to discuss this contract further, please contact us.

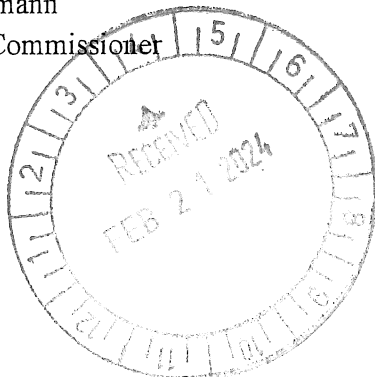
Thank you for your attention and continued support.

Sincerely,

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

Encl.



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

Anthony J. Picente, Jr.
County Executive

Date 2-21-24

Oneida Co. Department: Board of Elections

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: NTS Data Services, LLC
2079 Sawyer Drive
Niagara Falls, New York 14304

Title of Activity or Service: Voter Registration System Software and Services Agreement

Proposed Dates of Operation: January 1, 2024 to December 31, 2026

Client Population/Number to be Served: Registered voters of Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Three-year contract for voter registration system software, license and support services. NTS will provide its New York State Board of Elections-certified “APEX Geo-Enabled Voter Registration System,” including ongoing support and maintenance, software updates, full document imaging, election management and interface messaging systems (IMS) to distribute data, as well as necessary training. This is a three-year contract, with an option to renew for up to two additional one-year terms.
- 2) **Program/Service Objectives and Outcomes:** To ensure accurate and timely voter registration, distribute data, and offer technical support.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$212,360.00

Account #A1450-1450-492-000

Oneida County Dept. Funding Recommendation: \$212,360.00 (payable in annual installments of \$65,414.00, \$70,647.00 and \$76,299.00).

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This contract is being awarded after an RFP process. The County Board of Elections has worked with NTS for several years and is pleased with it.

**VOTER REGISTRATION SYSTEM
SOFTWARE AND SERVICES AGREEMENT
(Effective January 1, 2024 through December 31, 2026)**

THIS AGREEMENT (the “Agreement”) entered into by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, New York 13501 (“County”), including its BOARD OF ELECTIONS, with offices located at Union Station, 321 Main St 3rd Floor, Utica, New York 13501 (“County Board of Elections”) and NTS DATA SERVICES, LLC, a limited liability company organized and existing under the laws of the State of New York, with its principal office located at 2079 Sawyer Dr, Niagara Falls, New York 14304 (“NTS”).

WITNESSETH

WHEREAS, the County Board of Elections is charged by law with administering federal and state election laws and procedures in Oneida County; and

WHEREAS, the County Board of Elections must maintain a voter registration system that is certified by the New York State Board of Elections and allows for public reporting of all registered voters, and has the ability to pull and report to the federal government particular voter registration information; and

WHEREAS, NTS has provided voter registration and other elections-related services to county boards of election in New York State since 1981 and has developed a voter registration system which has been certified by the New York State Board of Elections and otherwise meets all applicable technical and security requirements; and

WHEREAS, the County desires to utilize NTS software and other NTS election-related services to facilitate the County’s election operations.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

**ARTICLE I
TERM, TERMINATION AND COMPENSATION**

1.0 **TERM.** The term of this Agreement shall be three years from January 1, 2024 through December 31, 2026. Thereafter, the Parties shall have the option to renew this Agreement for up to two additional one-year terms, upon the written mutual agreement of the Parties, at a rate increase not to exceed 10% per renewal period.

1.1 **TERMINATION**

1.1.1 **Termination Absent Breach.** Either Party may terminate this Agreement, without penalty, prior to the start of the next calendar by notifying the other Party by certified mail of its decision and reason for early termination at least ninety (90) days prior to year’s end. Outstanding monies, if any, owed by the County will be paid upon its receipt of appropriate documentation from NTS, which shall be provided within thirty (30) days of any such termination. Under no circumstances shall the County have any liability under this Agreement to NTS or any third party

beyond the funds appropriated and available for this Agreement.

- 1.1.2 Termination Upon Breach. Either Party hereto may terminate this Agreement upon written notice to the other Party if the other Party: (i) commits a material breach of its obligations hereunder or any representation or warranty hereunder and fails to remedy such breach within thirty (30) days of the non-breaching Party's written notice of such breach to the breaching Party and fails to remedy such breach within thirty (30) days of receipt of such written notice; or (ii) files for bankruptcy, receivership, is declared insolvent, or otherwise terminates or suspends its business operations without assigning the Agreement to a permitted assignee under this Agreement. Under no circumstances shall the County have any liability under this Agreement to NTS or any third party else beyond the funds appropriated and available for this Agreement.

1.2 COMPENSATION

- 1.2.1 On April 12, 2024, the County shall make a payment of \$65,414.00 to NTS.
- 1.2.2 On January 15, 2025, the County shall make a payment of \$70,647.00 to NTS.
- 1.2.3 On January 15, 2026, the County shall make a payment of \$76,299.00 to NTS.

ARTICLE II SCOPE OF SERVICES AND RELATED OBLIGATIONS

2.0 NTS SOFTWARE AND LICENSE

- 2.0.1 Upon execution of this Agreement and its receipt of the initial annual payment, NTS will install and grant to the County a one-year license to operate APEX, PACETS, and IMS software ("NTS Software"). For each succeeding year of this Agreement, a subsequent one-year license shall be granted by NTS upon its receipt of the County's annual payment, as set forth in paragraph 1.2.
- 2.0.2 During the term of this Agreement, NTS shall upgrade the County's NTS Software as new releases are created by NTS. Any defects discovered in the NTS Software shall be corrected at no cost to the County.
- 2.0.3 Not limited to the term of this Agreement, the County shall be prohibited from printing out, copying, displaying, altering, and/or sharing with any third party any or all elements or internal data organization associated with NTS Software in whole or in part except as expressly agreed to in writing by NTS.

2.1 COUNTY PREPARATION AND MAINTENANCE

- 2.1.1 The County agrees to provide and install (a) all NTS recommended and properly maintained hardware, such as desktops and servers, and (b) the prescribed licensed operating system software as specified by NTS to support the operation of all County workstations and servers associated with the operation of NTS Software. In addition, the County agrees to provide and install all licensed support and diagnostic software specified by NTS and the State Board of Elections.

2.1.2 The County is solely responsible for the timely execution of the following:

- Hardware installation and maintenance;
- Operating system maintenance, patches, and upgrades on server(s) and workstations;
- Backup of all data and images;
- SQL upgrades and patches on the database server;
- Regularly scheduled database maintenance tasks such as shrinking logs and reindexing;
- Maintaining all server and workstation-based security including antivirus and firewalls; and
- Networking between the server(s) and workstations.

2.1.3 Prior to the purchase of initial hardware, operating system, support and diagnostic software, and continuing for the term of this Agreement, NTS shall review and approve all purchases related to the initial and subsequent implementation of the NTS Software. If the NTS hardware and software recommendations are deviated from and consequential problems develop, the time and expenses incurred by NTS to resolve the problems shall be billable to the County at the NTS prevailing hourly rate plus the travel and/or materials charges incurred by NTS. The current NTS hourly rate is \$195.00 per hour.

2.1.4 The County shall provide means for authorized remote access into the County system by NTS to facilitate initial application software installation and support. This remote access may be via Virtual Private Network, LogMeIn, or any other mutually acceptable connection method. NTS shall complete application software installation remotely through this connection and perform software testing before scheduling the onsite NTS training of County personnel. The County shall provide the security and access rights to the system required by NTS to complete application software installation by NTS. For the term of this Agreement, remote access and security rights shall be provided to NTS to facilitate installation of application software updates and support for the County.

2.2. TRAINING AND SUPPORT

2.2.1 NTS shall provide sufficient training onsite to permit County staff to utilize NTS Software functionality to serve the County's operational needs. Beyond that, additional on-site or remote training shall be provided to assist the County's staff with any and all issues that arise in the County's utilization of the NTS Software.

2.2.2 NTS Hotline Support shall be provided between 9:00 AM and 5:00 PM, Monday through Friday, excluding holidays. NTS Hotline Support shall include general NTS Software application questions/issues, election operation issues, and any other areas relating to NTS support of the County. Hotline support shall not exceed six (6) hours in any one month. Hotline support over and above the monthly maximum shall be billed at then prevailing NTS hourly rate plus any additional travel and/or materials charges incurred by NTS during the performance of its work.

2.3 ELECTION DAY SUPPORT

NTS shall provide support on election day starting at 5:00 a.m. until 11:00 p.m. In addition, NTS support staff shall be reasonably available during the weekend preceeding election day.

2.4 SOFTWARE INSTALLATION AND SUPPORT

The County shall provide means for authorized remote access into the County system by NTS to facilitate initial application software installation and support. This remote access may be via Virtual Private Network, LogMeIn, or any other mutually acceptable connection method. NTS shall complete application software installation remotely through this connection and perform software testing before scheduling the onsite NTS training of County personnel. The County shall provide the security and access rights to the system required by NTS to complete application software installation by NTS. For the term of this Agreement, remote access and security rights shall be provided to NTS to facilitate the installation of application software updates and support for the County.

2.5 DATA OWNERSHIP

2.5.1 All original and backup copies of the data collected by or produced by the County, excluding the internal data structures utilized or produced internally within the NTS-provided software systems, shall be and remain the property of the County and not be limited by the term of this Agreement.

2.5.2 NTS Software, including the internal data structures utilized within the NTS Software, provided to the County, shall remain the confidential and proprietary property of NTS not limited by the term of this Agreement.

2.6 UTILIZATION OF DATA - DUTY OF CARE

The County shall accept responsibility for maintaining the integrity of all data and other items provided by NTS. NTS shall accept responsibility for maintaining the integrity of all data and other items provided by the County. The County and NTS shall collectively use their respective best efforts to collectively minimize damage, loss of data, delays, and errors resulting from adverse events. The County shall not be responsible for errors or omissions resulting from the actions of NTS. NTS shall not be responsible for errors or omissions resulting from the actions of the County.

ARTICLE III LIABILITY AND RISK MANAGEMENT

3.0 NTS shall, at its own cost and expense, purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best:

3.0.1 Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

- CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury; and
- The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

3.0.2 Workers' Compensation and Employer's Liability: Statutory New York Limits Apply

3.0.3 Professional Liability/Errors and Omissions: With limits of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

3.0.4 Commercial Umbrella with limits must be at least \$1,000,000. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

3.0.5 Cyber Liability with limits not less than \$2,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by NTS in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- The policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Vendor.

3.1 WAIVER OF SUBROGATION. NTS waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Umbrella Liability, Professional liability, Cyber Liability and Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

3.2 CERTIFICATES OF INSURANCE. Prior to the start of services, NTS shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a

copy of the additional insured endorsement that is part of the Vendor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

3.2.1 If NTS fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the County, and its respective insurers, which would have otherwise been paid by NTS's required insurance.

3.3 INDEMNIFICATION. NTS shall indemnify, defend and hold harmless the County and its officers, employees, and agents from that portion of all claims, actions, liabilities, damages, and costs (including, but not limited to, attorneys fees) of every nature and description arising out of or resulting from the acts, omissions, or negligence of NTS, including its officers, employees or agents. The County shall indemnify, defend and hold harmless NTS and its officers, employees, and agents from that portion of all claims, actions, liabilities, damages, and costs (including, but not limited to, attorneys fees) of every nature and description arising out of or resulting from the acts, omissions, or negligence of the County, including its officers, employees or agents.

3.4 LIMITATIONS OF LIABILITY. Except as otherwise limited by Paragraph 3.2.1, in no event shall NTS' liability to the County arising out of, or based upon, this Agreement exceed the compensation paid by the County to NTS under this Agreement, regardless of the form in which any legal or equitable action may be brought, including, without limitation, any action in part or contract, including claims based on NTS negligence. NTS shall not be responsible for any penalties or liabilities, including consequential damages, arising out of the use or misuse of the NTS Software as they relate to the laws or regulations of any local, state, or federal jurisdiction. No action arising out of any claimed breach of this Agreement or transactions under the Agreement may be brought by either party more than two (2) years after the cause of action has occurred.

ARTICLE IV MISCELLANEOUS

4.0 CERTIFICATION OF VOTER REGISTRATION SYSTEM. NTS represents and warrants that NTS Software is certified by the New York State Board of Elections and otherwise meets all applicable technical and security requirements with respect to voter registration system(s). NTS shall maintain such certification during the term(s) of this Agreement.

4.1 CONFIDENTIALITY. Each party agrees that it shall not disclose to any third party any confidential, financial, business, systems, or software information (including but not limited to voter registration data) of the other party during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

4.2 INDEPENDENT CONTRACTOR. The Parties, in the performance of this Agreement, shall be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other party for any purposes

whatsoever.

- 4.3 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 4.4 **WAIVER OF BREACH.** No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of the Agency to enforce at any time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 4.5 **ASSIGNMENT.** Except as otherwise provided herein, neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 4.6 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the Party listed below:

If to NTS:

NTS Data Services, LLC
Attn: Samantha Sevenish
Vice President, Technical Services
2079 Sawyer Drive
Niagara Falls, NY 14304

If to County:

Oneida County Board of Elections
Attn: Sarah Bormann, Democratic Commissioner
Attn: Nichole D. Shortell, Republican Commissioner
Union Station
321 Main Street, 3d Floor
Utica, NY 13501

With an e-mail copy (which copy shall not, by itself, constitute effective notice under this Agreement), at such email address as the Parties may provide.

- 4.7 **GOVERNING LAW, VENUE AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws or rules of any jurisdiction. Venue for any litigation arising from this Agreement shall be in Supreme Court, Oneida County, New York.
- 4.8 **SEVERABILITY.** In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this

Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

- 4.9 SURVIVAL BEYOND COMPLETION. The terms, provisions, representations, and warranties contained in this Agreement shall survive the delivery of the included products and services and the payments of the charges thereof.
- 4.10 ENTIRE AGREEMENT. This Agreement, along with attached Exhibit A (Standard Oneida County Terms and Conditions) and Exhibit B (RFP 2023-362), both of which are hereby incorporated by reference with the same force and effect as though fully set forth herein, constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. In the event of a conflict between any provisions set forth in this Agreement and Exhibit B, this Agreement shall control. This Agreement may be amended at any time, but only with the written consent of all Parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS THEREOF, this Agreement has been duly executed and signed by:

COUNTY OF ONEIDA

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

Date: _____

ONEIDA COUNTY BOARD OF ELECTIONS

By: Nichole D. Skertell
Nichole D. Skertell
Republican Commissioner

Date: 01/31/2024

By: Sarah F. Bormann
Sarah F. Bormann
Democratic Commissioner

Date: 01/31/2024

NTS DATA SERVICES, LLC

By: Jamarcus D. Jewell
Name: _____
Title: Vice President

Date: 2/15/24

*Shown to me on
2/15/24 in
erie county, n.y.
Shanin Haskell
Shanin Haskell*

Approved:

Christopher J. Kalil
Assistant County Attorney



Exhibit A

ONEIDA COUNTY STANDARD CONDITIONS OF CONTRACT

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume

the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

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

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

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

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

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

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

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

Exhibit B

*Request for Proposals for
Oneida County Board of Elections
Voter Registration System*



ONEIDA COUNTY, NY

October 2023

Prepared by: Oneida County Board of Elections
Union Station
321 Main Street, 3d Floor
Utica, NY 13501
Phone (315) 798-5765

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Introduction to Request for Proposal

I. Summary

The Oneida County Board of Elections (“BOE”), a County Office, is responsible for all Federal, State, County, City and Town elections in Oneida County. Under present law, except for the villages of Boonville, Camden, Clinton, New York Mills, Waterville, Whitesboro and Yorkville, all other village and school elections held within the County, as well as fire and other special district elections, do not fall under the jurisdiction of the BOE. The structure, responsibilities, and duties of the BOE are set forth in the New York State Election law. The BOE also administers elections several times a year for dozens of political subdivisions.

The BOE maintains the voter registration records for over 141,000 active and inactive voters in Oneida County. Accordingly, the BOE must maintain a voter registration system that allows for public reporting of all registered voters. Pursuant to a court-ordered consent decree, the BOE must also regularly report voter registration information to the federal government.

The BOE is accepting proposals for its voter registration system with an anticipated contract implementation date of January 1, 2024. The contract will be for three (3) years, with two (2) possible one (1) year extensions requiring the parties’ mutual consent. All proposers must have prior approval for their system through the New York State Board of Elections. Any questions should be directed to the BOE and resolved prior to proposal submission.

Proposals should be submitted as follows: one original and one electronic copy to the Oneida County Board of Elections, Attn: Republican Commissioner Nichole D. Shortell and Democratic Commissioner Sarah F. Bormann, Union Station, 321 Main Street, 3d Floor, Utica, NY, 13501; email: nshortell@ocgov.net and sbormann@ocgov.net. No more than three finalists will be selected based on a review of the submitted proposal and may be required to make a formal presentation to the BOE and reviewing committee.

II. Proposed Timeline

RFP Issue Date:	October 6, 2023
Receipt of Questions:	October 13, 2023
Response to Questions:	October 19, 2023
RFP Proposals Due:	October 26, 2023
Interviews (if needed):	November 13, 2023
Expected Decision:	November 14, 2023

III. Scope of Services

1. Introduction. The Oneida County Board of Elections (“BOE”), a County Office, is responsible

for all Federal, State, County, City and Town elections in Oneida County. Under present law, except for the Villages of Boonville, Camden, Clinton, New York Mills, Waterville, Whitesboro and Yorkville, all other village and school elections, as well as fire and other special district elections, do not fall under the jurisdiction of the BOE. The structure, responsibilities, and duties of the BOE are set forth in the New York State Election law. The BOE also administers elections several times a year for dozens of political subdivisions.

2. Project Objectives and Guidelines. The BOE maintains the voter registration records for over 141,000 active and inactive voters in Oneida County. Accordingly, the BOE must maintain a voter registration system that allows for public reporting of all registered voters. The registration system must be certified through the New York State Board of Elections.

3. Performance Requirements. All proposers must have prior approval for their registration system through the New York State Board of Elections. This approval must be obtained prior to award of contract. Complying with all necessary requirements as set forth by the New York State Board of Elections will ensure that Oneida County's system will meet all technical requirements for New York State.

Additionally, to ensure compliance with a court-ordered consent decree currently in place in Oneida County, the registration system must allow BOE to regularly pull and report to the federal government the following voter registration information:

- the number of voter registration applications received by each source (i.e., from the DMV, by mail application, from a voter registration agency, or by other means);
- the number of voter registration applications processed;
- the number of new registrations added in NYSVoter for the first time;
- the number of existing registrations updated in NYSVoter;
- the number of duplicate registrations for which no update other than the most recent contact date was required;
- the number of incomplete applications for which additional information was required from the applicant;
- the number of rejected applications;
- the number of disposition notices sent; and
- the number of unprocessed applications outstanding.

4. Reporting and Performance Requirements. Proposers should outline the reporting functions of their product. This should be part of the initial written proposal and, if necessary and by request, demonstrated in an on-site demonstration. The proposer should also demonstrate their ability to undergo changes occurring under redistricting which may occur on a local and state level in the next few years.

5. Implementation and Timeline. We are looking to award a contract for implementation January 1, 2024. Proposers should outline the timeline for transition from our current registration system to their product. Timeline should account for full implementation as well as training on any new features for our 14-person staff.

6. Maintenance and Warranty. Proposers should outline the warranty and yearly maintenance costs for their product. Please detail all support that will be given to the county not only during transition but throughout the life of the contract.
7. Training. Oneida County Board of Elections has a 14-person permanent staff. Proposers should outline the training timelines and services they will offer on their product as well as costs related to that training. Proposers should also outline whether said training will be virtual, in person, or a combination thereof.
8. Support Services. Proposers should outline the support that can be expected throughout the life of the contract. Proposers should detail their support structure inside their company that will be available to Oneida County. Proposers should also delineate which support services will be included in the contract and which will be offered for additional cost.
9. References. Three (3) references should be submitted for the proposer with specific contact information for each reference. References should evidence the ability and capacity of the proposer to perform successfully.
10. Pricing Proposal. Proposals must include pricing on the three-year contract as well as the two possible one-year renewals.

IV. General Instructions to Proposers

1. Proposal Submission. By submitting a proposal, the proposer agrees to accept all of the terms and conditions set forth herein. Oneida County reserves the right to reject any and all proposals in whole or in part and to disregard all non-conforming, non-responsive or conditional responses.

2. Disqualification. Oneida County reserves the right to refuse to issue proposal documents or accept packets from proposers who have previously failed to complete contracts within the required time frame, or have previously performed similar work in an unsatisfactory manner. A proposal may be rejected if the proposer cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the proposer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work. Oneida County reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

3. Termination. Oneida County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County. The County reserves the right to determine the successful firm, to waive minor irregularities, and to award the contract in the best interest of the County. The County reserves the right to terminate the contract with a minimum of thirty (30) days written notification if the successful proposer does not perform in accordance with the terms, conditions and quality as outlined in these specifications.

4. Documents. Complete sets of Documents must be used when submitting proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents. The proposer must sign and submit with its proposal the six certifications contained in **Attachment 1**.

5. Award of Contract. An award will be made as determined to be in the best interests of Oneida County. Any award must be approved by the Oneida County Legislature and will have no effect absent such approval. This RFP may be cancelled and any proposal may be rejected in whole or in part. Unsuccessful proposers may request an explanation of the reasons why an award was not made to them. The County anticipates awarding this contract in December 2023 to allow for a transitional period/continuity of services.

No successful proposer to whom a contract is awarded shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest therein, including the performance of the contract or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of Oneida County. In the event the proposer shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title and interest therein, including the performance of the contract, or the right to receive monies due or to become due, or its power to execute such contract to any other person or corporations, or upon receipt by Oneida County of an attachment against the proposer, the County of Oneida shall be relieved and discharged from any and all liability and obligation under or arising from the contract with such proposer, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract to the fullest extent permitted by law.

The successful proposer to whom a contract is awarded shall be required to (i) abide by the "Standard Clauses for all Oneida County Contracts" as set forth in **Attachment 2**, and (ii) procure and maintain at its own expense insurance coverages as outlined in the "Oneida County Insurance Requirements," which are set forth in **Attachment 3**. Oneida County shall be named as an additional insured.

6. Indemnification. The successful proposer shall defend, indemnify, and hold harmless to Oneida County, its officers, agents, and employees against any and all claims, causes or action, loss, liability, judgement, expenses or costs (including reasonable attorney's fees) and damages of any kind whatsoever, including but not limited to those by third parties, arising out of, or in consequence of (i) any negligent or intentional act or omission of the successful proposer or its officers, agents or employees, and (ii) proposer's failure to comply with the terms of the contract or any applicable law or regulation.

7. Remedy for Breach. In the event of a breach by the proposer, the proposer shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute proposer to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute proposer.

8. Governing Law & Venue. The contract shall be construed both as to its validity and to the performance of the parties in accordance with the laws of the State of New York. The venue of any litigation arising as a result of the contact shall be in a court of competent jurisdiction located in Oneida County, New York.

V. Evaluation Methodology

Oneida County reserves the right to award this contract in part or as a whole to a qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, with primary consideration afforded to cost, experience and ability to perform the work. Other considerations will include completeness of proposal and demonstrated capabilities and professional qualifications as determined by Oneida County. Criteria to be evaluated will include the following:

- a. Qualifications, Experience and References (25%);
- b. Technical Approach and Competence (25%);
- c. Security Practices (20%);
- d. Cost (30%)

Oneida County reserves the right to negotiate for additional services with the successful proposer and/or to delete components when business operations change.

Attachment 1 – Required Certifications

PROPOSER MUST SIGN AND SUBMIT WITH ITS PROPOSAL THE SIX
CERTIFICATIONS CONTAINED IN PAGES 9-14

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

**NON-COLLUSION CERTIFICATION
(GML § 103-D)**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Labor Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)**

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

**PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)**

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

Attachment 2 - Standard Clauses for All County Contracts

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental

agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

Attachment 3 – Oneida County Insurance Requirements

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
2. Workers' Compensation and Employer's Liability
 - a. Statutory New York limits apply.
3. Professional Liability
 - a. Professional Liability/Errors and Omissions insurance with limits of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.
4. Commercial Umbrella
 - a. Umbrella limits must be at least \$1,000,000.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

5. Cyber Liability

- a. With limits not less than \$2,000,000 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- b. The policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Vendor.

B. Waiver of Subrogation: the Vendor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Umbrella Liability, Professional liability, Cyber Liability and Workers’ Compensation and Employers Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Vendor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Vendor’s CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

D. If the Vendor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the County, and its respective insurers, which would have otherwise been paid by the Vendor’s required insurance.



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.
County Executive

CHARLES P. KLEIN
Commissioner

February 20, 2024

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

FN 20 24-118

GOVERNMENT OPERATIONS

Re: Personnel Restructuring Plan

WAYS & MEANS

Dear County Executive Picente:

Currently the Personnel Department's primary function is to administer and oversee the compliance of Civil Service rules and regulations for Oneida County and the 68 jurisdictions within. To better serve the employees and management teams of Oneida County, I would like to enhance the personnel department's ability to provide human resource services and I respectfully request the creation of the titles of Human Resources and Labor Relations Specialist and Senior Human Resources and Labor Relations Specialist.

I have attached the recommended job specifications for your review. The adoption of these titles will allow the personnel department the required staff to assist with conflict resolution, investigations, workforce development, and recruiting/employee retention. I propose the salary allocations as follows:

Human Resources and Labor Relations Specialist- Grade 30M, Step 1, \$55,743.

Sr. Human Resources and Labor Relations Specialist- Grade 34M, Step 1, \$63,886.

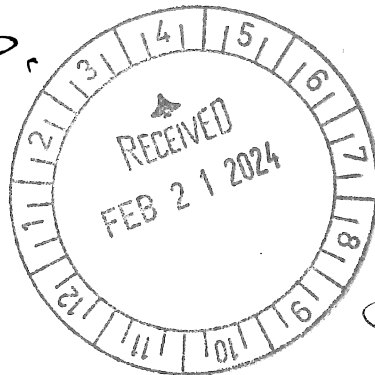
I also request that the 2 unfunded positions (1430-16 and 1430-17) be funded and reclassified as Human Resources and Labor Relations Specialists

If you concur, I respectfully request that you forward this request to the Board of Legislators for consideration at their next meeting. I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,

Charles P. Klein
Commissioner of Personnel

cc: Comptroller
Budget Director
County Attorney



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

Anthony J. Picente, Jr.
County Executive

Date 2-20-24



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.
County Executive

CHARLES P. KLEIN
Commissioner

FN 20

24 - 119

February 8, 2024

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Creation of one (1) Part-time Delinquent Tax Clerk position

Dear County Executive Picente:

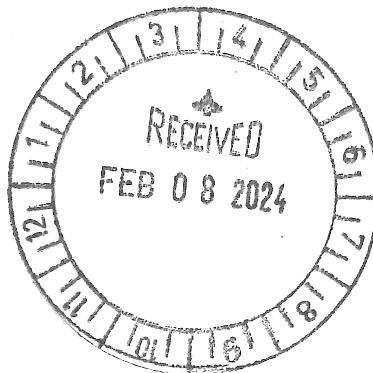
Attached for your review and approval is correspondence from Commissioner of Finance, Anthony Carvelli requesting the creation of one (1) part-time Delinquent Tax Clerk position at Grade 18W, Step 4 with an hourly rate of \$19.71 to cost center 1311. Commissioner Carvelli is requesting this position to support the Treasury and public services being offered.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions you may have regarding this matter.

Respectfully submitted,

Charles P. Klein
Commissioner of Personnel

Cc: Commissioner of Finance
Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date

2-7-24



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.
County Executive

CHARLES P. KLEIN
Commissioner

February 9, 2024

FN 20 2-1-120

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Re: Reallocation of Deputy Director of Information Technology, Grade 44M, Step 1

Dear County Executive Picente:

The title of Deputy Director of Information Technology was created in August 2019 and was allocated grade 44M. As part of a department restructure plan, The Director of Information Technology requested upgrades to the title of Director of Information Technology from Grade 46H to 50H, the Deputy Director of Information Technology from Grade 44M to 46M to be included in the 2021 Budget.

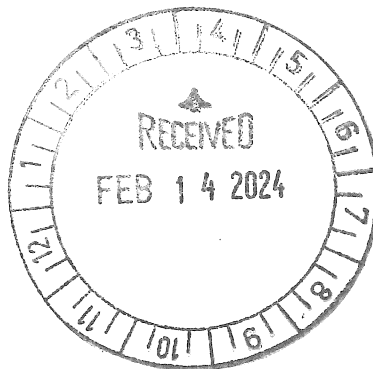
The 2021 adopted budget did include the upgrade to the Deputy Director of Information Technology title to 46M however, the Director of Information Technology was not approved for upgrade and remained at grade 46H, which has resulted in both titles having the same grade assignment.

To remedy this, I am requesting to reallocate the title of Deputy Director of Information Technology to grade 44M, step 1 at a salary of \$92,570.

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

Respectfully submitted,

Charles P. Klein
Commissioner of Personnel



Cc: Budget Director

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

Anthony J. Picente, Jr.
County Executive
Date 2-13-24



ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

FN 20 24-121

February 20, 2024

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear Mr. Picente:

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

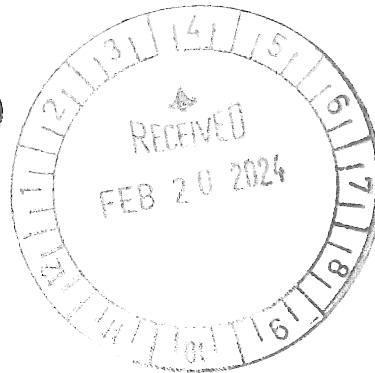
We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration at the March 13th, 2024 meeting.

<u>NUMBER</u>		<u>AMOUNT</u>
2	REFUNDS	\$ 421.24
11	CORRECTIONS	\$ 19,496.35

Sincerely,

Anthony Carvelli
Commissioner of Finance

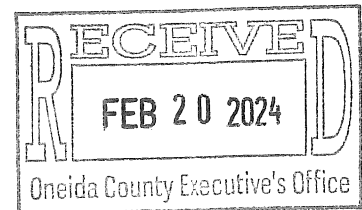
AC:kp
Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 2-20-24





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 31, 2024

FN 20 27-122

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Reallocation of title Director of Budget and Budget Analyst

Dear Honorable Members:

As you are aware, the County, with support from this Board, has enacted a number of salary reallocations throughout the course of 2022 and 2023 to bring Oneida County salaries in line with competing employers, to better reflect pay commensurate with duties and qualifications, and to address pay discrepancies between titles. I have reviewed the salary allocations within the Budget Department and find that the pay grades allocated to the two positions within that Department are not currently commensurate with duties and qualifications in light of salary reallocations made within other departments and titles.

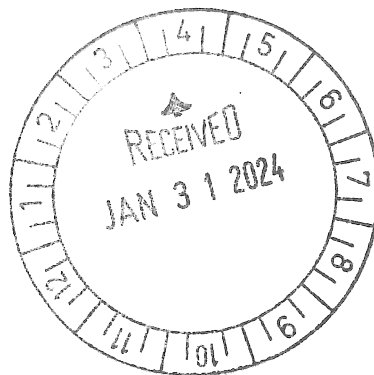
To address this concern, I request that the title Director of Budget be reallocated from Grade 43H, Step 1, \$87,927 to Grade 47H, Step 1, \$102,949. I also request that the title Budget Analyst be reallocated from Grade 32M, Step 1, \$59,645 to Grade 38M, Step 1, \$73,744.

If you concur, I respectfully request that this matter be placed on your agenda for consideration at your next meeting.

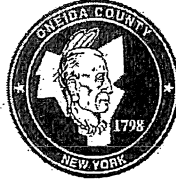
Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.



ENESSA M. CARBONE
Comptroller



SHERYLA A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
315-798-5780 ♦ Fax: 315-798-6415
Email: ecarbone@ocgov.net

FN 20 24-123

January 30, 2024

GOVERNMENT OPERATIONS

WAYS & MEANS

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

Dear County Executive Picente,

My office recently mailed RFP #2023-370 for auditing services to 7 accounting firms and received 3 responses. After careful consideration, we have selected the firm of Drescher & Malecki LLP. They have been serving as our auditors since 2013, and we have been very pleased with their services. Coincidentally, they also provided the lowest quote.

Accordingly, I am submitting for your consideration a contract for auditing services for the years ended December 31, 2023, 2024 and 2025 with a total 3-year cost of \$182,310. The contract includes optional renewals for the years 2026, 2027 and 2028.

If this contract meets with your approval, please forward to the Board of Legislators for review.

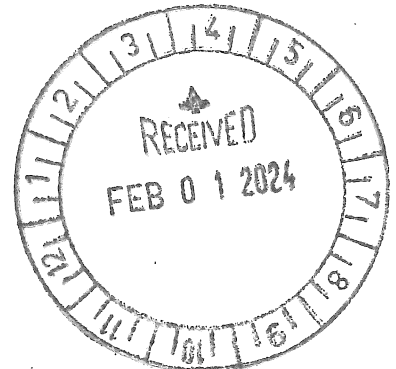
Sincerely,

Enessa M. Carbone
Oneida County Comptroller

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

Anthony J. Picente, Jr.
County Executive

Date 2-1-24



ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL
and

DRESCHER & MALECKI, LLP

AGREEMENT

This Agreement, made this ____ day of _____, 2024 by and between the **County of Oneida**, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its offices and principal place of business located at 800 Park Ave, Utica, New York 13501 (hereinafter collectively the "**County**"), and **DRESCHER & MALECKI, LLP** a limited liability partnership, (hereinafter the "**Contractor**"), having its principal office at 2721 Transit Road, Suite 11, Elma, New York 14059. All parties to the Agreement shall be collectively known as the "Parties."

WITNESSETH:

Whereas, the County requires the services of a Certified Public Accounting firm to assist with accounting efforts by providing services to include, but not be limited to, fiscal auditing services for the fiscal years ending December 31, 2023, December 31, 2024, and December 31, 2025; and

Whereas, the Contractor possesses the requisite skill and expertise to assist the County in these efforts; and

Now, therefore, in accordance with the mutual covenants contained herein, the parties hereto agree as follows:

1. The County hereby retains the Contractor to provide fiscal auditing services to the County of Oneida for the fiscal years ending December 31, 2023, December 31, 2024, and December 31, 2025 as set forth in the Contractor's engagement letter dated December 8, 2023, regarding the same, a copy of which is annexed hereto and made a part hereof as **Exhibit A**.
2. The term of this Agreement shall commence upon the date of execution by both parties (the "Effective Date") with dates of operation of January 1, 2024, through December 31, 2026.
3. The Contractor shall be paid for its services based upon rates as set forth on page 8 in Exhibit A. The total cost of this Agreement shall not exceed One Hundred Eighty-Two Thousand Three Hundred Ten Dollars (\$182,310.00) for fiscal years ending December 31, 2023, 2024 and 2025. Payment shall be made based upon itemized Oneida County Vouchers submitted by the Contractor to the Oneida County Department of Audit and Control.

4. The Parties have the option to renew the above auditing services for each of the years ending December 31, 2026, 2027 and 2028 at an additional cost as set forth on page 8 in Exhibit A.
5. The Contractor shall indemnify and hold harmless the County from any acts of omission or commission, which are caused by or attributed to Contractor's negligence in its performance under this Agreement.
6. This Agreement, together with Exhibit A, the Standard Oneida County Addendum attached hereto and made a part hereof represents the entire understanding between the parties and any amendments or extensions thereto must be in writing and agreed upon by the parties hereto.
7. The Contractor shall provide the County with proof that it is covered under a professional liability policy of insurance which coverage shall not be less than \$1,000,000.00 per claim and shall be extended or endorsed to include the services performed under the terms of this Agreement.
8. Either party reserves the right to terminate this agreement with 60 days written notice to the other party. In the event that notice needs to be sent pursuant to this agreement, notices shall be sent to:

Drescher & Malecki, LLP, 2721 Transit Rd., Suite 111, Elma, NY 14059; and
Oneida County, Oneida County Office Bldg., Oneida County Attorney's Office,
800 Park Ave., 10th Floor, Utica, NY 13501

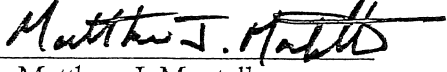
(The rest of this page left blank)

IN WITNESS WHEREOF, we set our hand and seal the date and year first above written.

COUNTY OF ONEIDA

DRESCHER & MALECKI, LLP

By: Anthony J. Picente
County Executive



By: Matthew J. Montalbo
Partner

**ONEIDA COUNTY DEPARTMENT OF
AUDIT & CONTROL**

By: Enessa M. Carbone
Oneida County Comptroller

Approved:

Robert R. Reitinger, Esq.
Assistant County Attorney



DRESCHER & MALECKI LLP

2721 Transit Road, Suite 111
Elma, New York 14059
Telephone: 716.565.2299
Fax: 716.389.5178



December 8, 2023

Honorable Joseph J. Timpano, Comptroller
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Dear Comptroller Timpano:

The following represents our understanding of the services we will provide the County of Oneida, New York (the "County").

You have requested that we audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of December 31, 2023, 2024 and 2025, and for the years then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs and state transportation assistance programs, if applicable, for the periods ended December 31, 2023, 2024 and 2025.

In addition, we are also providing the option to renew the above services for each of the years ending December 31, 2026, 2027 and 2028.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs and state transportation assistance programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS") and in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States of America, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audits are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirements that are supplementary to U.S. GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (“U.S. GAAP”), as promulgated by the Government Accounting Standards Board (“GASB”) require that supplementary information, such as management’s discussion and analysis, the schedule of changes in the County’s total other postemployment benefits (“OPEB”) liability and related ratios, the schedule of the local government’s proportionate share of the net pension liability, the schedule of the local government’s contributions, and certain budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with auditing standards generally accepted in the United States of America (“U.S. GAAS”). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Schedule of Changes in the Local Government’s Total OPEB Liability and Related Ratios
- Schedule of the Local Government’s Proportionate Share of the Net Pension Liability/(Asset)—Retirement Systems
- Schedule of the Local Government’s Contributions—Retirement Systems
- Required Supplementary Budgetary Comparison Schedule—General Fund and each major special revenue fund with a legally adopted budget

Supplementary information other than RSI will accompany the County’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Supplementary Information, as listed in the table of contents.

Schedules of Expenditures of Federal Awards and New York State Department of Transportation Assistance Expended

We will subject the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedules to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on whether the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended are presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, Schedule of

Expenditure of Federal Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with U.S. GAAS; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and pursuant to the preliminary Draft Part 43 of the New York State Codification of Rules and Regulations ("NYCRR"). As part of an audit of financial statements in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.² However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audits of the County's major federal award and state transportation assistance programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Draft Part 43 of the NYCRR, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and Draft Part 43 of the NYCRR, and other procedures we consider necessary to enable us to express such an opinion on major federal award and state transportation assistance program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and Draft Part 43 of the NYCRR require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award and state transportation assistance programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audits. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance and Draft Part 43 of the NYCRR will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal award and state transportation assistance programs as a whole.

As part of a compliance audit in accordance with U.S. GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal award and state transportation assistance programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and Draft Part 43 of the NYCRR for the types of compliance

requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Draft Part 43 of the NYCRR.

Also, as required by the Uniform Guidance and Draft Part 43 of the NYCRR, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award and state transportation assistance programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award and state transportation assistance programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended (including notes and noncash assistance received) in accordance with the Uniform Guidance and Draft Part 43 of NYCRR;
6. For designing, implementing, and maintaining effective internal control over federal awards and state transportation assistance that provides reasonable assurance that the entity is managing federal awards and state transportation assistance in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state transportation assistance;
7. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal awards and state transportation assistance programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award and state transportation assistance programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award and state transportation assistance in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award and state transportation assistance programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended in accordance with the Uniform Guidance and Draft Part 43 of NYCRR, respectively, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended, (c) to include our report on the

Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended in any document that contains the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended that indicates that we have reported on such schedules, and (d) to present the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended with the audited financial statements, or if the schedules will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended no later than the date of issuance by you of the schedules and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

In addition to the audit services described above, based on information in the County's trial balance, we will also provide certain nonattest services including:

- Propose adjusting or correcting journal entries to be reviewed and approved by the County's management.
- Assist the County in the preparation of the basic financial statements, Federal Awards and New York State Department of Transportation Financial Assistance Schedules for the year ended December 31, 2023.
- Review and provide editorial comments to the County's Management Discussion and Analysis.
- Address routine accounting and auditing inquiries throughout the year including applicability of GASB pronouncements to the County.

We will not assume management responsibilities on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its responsibilities.

The County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

The timing of our audit will be scheduled for performance and completion as follows:

	<u>Begin</u>	<u>Targeted for Completion</u>
Audit Performance Schedule:		
Planning audit procedures	January 2024	February 2024
Year-end audit procedures	June/July 2024	July 31 2024
Audit Communications:		
Report on audit (including communications to the Honorable County Executive and County Legislators)		August 31, 2024
Reportable conditions, if any		August 31, 2024
Other management comments		August 31, 2024

The aforementioned schedule is based on our prior discussions, should you wish to schedule differently, we believe we can accommodate you. Assistance to be supplied by the County’s personnel, including preparation of the schedules and analyses of accounts, will be described in a separate communication. Timely completion of the County’s work will facilitate the completion of our audit by the targeted completion dates. Appendix A provides a description of circumstances that could significantly change the targeted completion dates.

Matthew J. Montalbo is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Drescher & Malecki LLP’s (“D&M”) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees will be billed as work progresses and are based on the anticipated amount of time required to complete. Based on our proposal dated December 1, 2023, our fees for the aforementioned audit services will not exceed \$58,500, inclusive of expenses, for the audit of the year ended December 31, 2023; \$60,840 for the audit of the year ended December 31, 2024; and \$62,970 for the audit of the year ended December 31, 2025. Should the County exercise the option to renew for the years ending December 31, 2026, 2027 and 2028; our fees are not to exceed \$64,860, \$66,800 and \$68,800, respectively for each fiscal year.

Our fees will be payable as work is performed. To the extent that certain circumstances, as listed in Appendix A, arise during the engagement, our fee estimates may be affected and additional fees may be necessary. We will notify you of any circumstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary. Whenever possible, we will attempt to use the County’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Additional services provided beyond the described scope of services will be billed separately.

We will notify you of any circumstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary. Whenever possible, we will attempt to use the County’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

If it should become necessary for the County to request D&M to render any additional services, such services would be submitted to the Comptroller for approval prior to D&M commencing such services. Our 2024 hourly rates for those services would be as follows: Partner \$200/hr.; Manager \$175/hr.; Supervisory Staff \$125/hr.; and, Staff \$100/hr.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of D&M and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by laws and regulations, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of D&M's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the audit committee the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award and state transportation assistance programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Drescher & Malecki LLP

* * * * *

RESPONSE:

This letter correctly sets forth our understanding.

County of Oneida, New York

Acknowledged and agreed on behalf of County of Oneida, New York

By: _____

Title: _____

Date: _____

APPENDIX A

County of Oneida, New York Circumstances Affecting Timing and Fee Estimate

The estimate of our fees is based on certain assumptions. To the extent that certain circumstances as listed in this Appendix arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. We will notify you of circumstances that we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary. Such circumstances include, but are not limited to, the following:

1. Changes to the timing of the engagement at the County's request. Changes to the timing of the engagement usually requires reassignment of personnel used by Drescher & Malecki LLP ("D&M") in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, D&M may incur significant unanticipated costs.
2. All audit schedules are not (a) provided by the County on the date requested, (b) completed in a format acceptable to D&M (c) mathematically correct, or (d) in agreement with the appropriate County records (e.g., general ledger accounts). D&M will provide the County with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or changes as follows:
 - a. Significant new accounting issues that require an unusual amount of time to resolve.
 - b. Significant changes in accounting policies or practices from those used in prior years.
 - c. Significant changes or transactions that occur prior to the issuance of our reports.
 - d. Significant changes in the County's accounting personnel, their responsibilities, or their availability.
 - e. Significant changes in auditing requirements set by regulators.
5. Significant delays in assistance in the County's assistance in the engagement or delays by the County in reconciling variances as request by D&M. All invoices, contracts, and other documents, which we will identify for the County, are not located by the County's personnel or made ready for our easy access.
6. Deterioration in the quality of the County's accounting records during the current-year engagement in comparison with the prior-year engagement.
7. The procedures necessary to adopt new Governmental Accounting Standards Board Statements have not been completed by County personnel.
8. A significant level of proposed audit adjustments are identified during our audit.
9. Changes in audit scope caused by events that are beyond our control.



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners
Drescher & Malecki LLP
and the Peer Review Committee of the Pennsylvania Institute of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Drescher & Malecki LLP (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Drescher & Malecki LLP in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Drescher & Malecki LLP has received a peer review rating of *pass*.

Jones, Male & Mattingly PLC

Louisville, Kentucky

June 28, 2021

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

February 21, 2024

FN 20 24-124

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

**ECONOMIC DEVELOPMENT
AND TOURISM**
WAYS & MEANS

Re: Agreement with The Convention and Visitors Bureau for Oneida County, Inc.

Dear County Executive Picente:

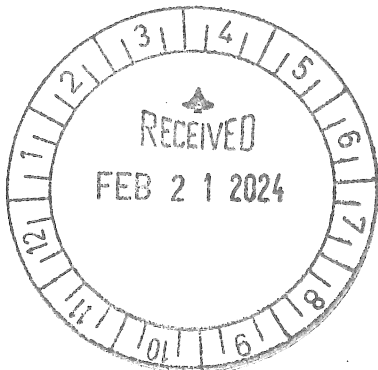
Enclosed, please find an agreement between Oneida County and The Convention and Visitors Bureau for Oneida County, Inc. ("Convention Bureau") which allocates \$1,000,000.00 to the Convention Bureau collected from the Hotel Occupancy Tax, to be paid in four installments of \$250,000.00.

If the enclosed meet with your approval, I respectfully request that you forward the same to the Board of Legislators for consideration at your earliest convenience.

Sincerely,

Andrew Dean, Esq.
Deputy County Attorney - Administration

Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 2-21-24

Oneida Co. Department: County Executive

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Convention and Visitors Bureau for
Oneida County, Inc.
P.O. Box 551
Utica, New York 13503

Title of Activity or Service: Regional tourism promotion

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

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** The CVB will receive \$1,000,000.00 from the County's Hotel Occupancy Tax to promote tourism and operate the Visitors Information Center. The payment will occur in four installments of \$250,000.00 each, made in January 2024, April 2024, July 2024, and October 2024.
- 2) **Program/Service Objectives and Outcomes:** To help Oneida County tourism and therefore the County's economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$ 1,000,000.00 **Account # T795**

Oneida County Dept. Funding Recommendation: N/A

Mandated/Not Mandated: Not Mandated

Proposed Funding Sources (Federal \$/State \$/County \$): County Hotel Occupancy Tax revenues.

Cost Per Client Served: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2024, is between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the “County,” and **THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at 321 Main Street, Utica, New York 13501, hereinafter referred to as the “Bureau.”

WHEREAS, the Bureau is a New York not-for-profit corporation located within the County and formed for the purpose, among others, of developing and promoting tourism in the County; and

WHEREAS, tourism is a major local industry having a significant economic impact on commerce in Oneida County; and

WHEREAS, the County desires for the Bureau to actively promote and market the County as a visitor destination and a site for meetings and conventions; and

WHEREAS, Section 224 of the County Law authorizes the County to enter into an agreement with the Bureau to provide promotional and marketing services; and

WHEREAS, the Board of County Legislators of the County of Oneida, by Resolution, has authorized the County Executive to execute this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM**: The term of this Agreement shall be from January 1, 2024 to December 31, 2024.

2. **SCOPE OF SERVICES (“Services”)**:

A. The Bureau shall actively promote and market local and regional attractions and

facilities located in and around Oneida County for the purpose of increasing visitors in our communities, and thereby, increasing the economic impact of tourism in the County.

- B. The Bureau shall consult and collaborate with the Board of County Legislators of the County, the County Executive, other area officials, tourism industry representatives, business leadership and others (including, but not limited to, the Boilermaker Road Race officials, the Utica Comets, and Utica University and MVCC Athletics) so as to enhance commerce in Oneida County through convention and tourism marketing activities.
- C. The Bureau shall operate an information center at Union Station in the city of Utica (the "Information Center"). The information center shall be open to the public as follows:
 - i. July 1 through August 31, from 9:00 AM to 5:00 PM, Monday through Sunday;
 - ii. September 1 through June 30, from 9:00 AM to 5:00 PM Monday through Friday; and from 10:00 AM through 6:00 PM, Saturday and Sunday;
 - iii. the information center shall be closed on the following holidays: Christmas Day, New Year's Day, Thanksgiving Day and Easter Sunday.
- D. The Information Center shall provide personalized services when needed and appropriate, including travel directions and assistance in locating overnight lodging. Space for attraction and event brochures and promotional literature shall be available at the Information Center.
- E. The Bureau shall conduct the following programs and activities:

- i. Attendance and participation in travel related shows and displays;
- ii. Promotion of Oneida County as a site for meetings and conventions;
- iii. Assistance of meeting planners as needed;
- iv. Operation of visitor information displays;
- v. Support and promotion of motor coach programs attracting visitors to Oneida County;
- vi. Managing the NYS Matching Funds Program in Oneida County;
- vii. Collaboration with other tourism/visitor-related organizations, including an annual contribution to the Central New York Region of the "I Love New York" tourism network;
- viii. Preparation of materials for use in promoting tourism, encouraging visitors, attracting meetings and conventions, and marketing Oneida County as a visitor destination;
- ix. The Bureau shall be solely responsible for securing the rights and/or permissions for any trademarked, copyrighted or protected symbols, text art or other data used in the materials it prepares, and agrees to indemnify the County in any action brought with respect to the improper or unpermitted use of protected data in the materials prepared;
- x. Conducting a Bureau membership program;
- xi. At its option, continue its Tourism Marketing Grant Assistance Program, for the promotion of tourism; and
- xii. Any other activities that contribute to accomplishing the mission and purposes of the Bureau.

F. The Bureau shall periodically prepare a strategic vision and marketing/promotional plan of action relating to Bureau activities. Such a Plan shall include provisions for measuring the outcomes of Bureau activities and programs and reporting such information to the community. Copies of the plan shall be provided to the Board of County Legislators, the County Executive, and any other parties designated by the County. The Bureau shall also provide the County Executive annually with a detailed summary of all of its activities undertaken pursuant to this agreement.

3. **PERFORMANCE OF SERVICES:**

- A. The Bureau represents that it has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Bureau shall use its best efforts to perform the Services hereinabove such that the results are satisfactory to the County. Bureau shall be solely responsible for determining the method, details and means of performing the Services hereinabove, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Bureau may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Bureau deems necessary to perform the Services (collectively, the "Assistants"). The Bureau is a legal entity separate and distinct from the County. The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Bureau shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable federal, state or local laws and regulations. The Bureau shall expressly advise the Assistants of the terms of this Agreement. The

Bureau shall provide a listing of all Assistants used as a part of its annual summary to be provided to the County Executive pursuant to Section 2(F), above.

- C. The Bureau acknowledges and agrees that the Bureau and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. **PAYMENT:**

- A. In accordance with Section 12 of Local Law No. 3 of 1993, as extended, and as amended by Local Law No. 2 of 2020, a portion of the revenue collected from the Oneida County Hotel Occupancy Tax for the period of January 1, 2024 to December 31, 2024 shall be paid to the Bureau by the County in order to enable the Bureau to carry on the above-described activities. For this period, the County shall pay to the Bureau one million dollars and zero cents (\$1,000,000.00) in four equal installments (the "Payment"), such payment solely from the revenue collected from the Oneida County Hotel Occupancy Tax.
- B. The County shall make the Payment in four installments of two hundred fifty thousand dollars and zero cents (\$250,000.00) each, as follows:
- i. The County shall make the first installment of two hundred fifty thousand dollars and zero cents (\$250,000.00) on or about January 1, 2024.
 - ii. The County shall make the second installment of two hundred fifty thousand dollars and zero cents (\$250,000.00) on or about April 1, 2024.
 - iii. The County shall make the third installment of two hundred fifty thousand dollars and zero cents (\$250,000.00) on or about July 1, 2024.
 - iv. The County shall make the fourth installment of two hundred fifty thousand

dollars and zero cents (\$250,000.00) on or about October 1, 2024.

- C. This Agreement is funded through the Oneida County Hotel Occupancy Tax, and if, at any time, the amount of Oneida County Hotel Occupancy Tax funds received by the County is insufficient to pay the Bureau under this Agreement or becomes unavailable or exhausted, the County shall be under no obligation to make the Payment or any installment of the Payment under this Agreement or otherwise.
- D. The Bureau shall file with the Clerk of the Board of County Legislators for the County, the Oneida County Comptroller, and the Oneida County Commissioner of Finance, a record of expenditures and receipts for the period of January 1, 2024 through December 31, 2024 on or before January 31, 2025.
- E. The Bureau hereby agrees that it will refund all funds remaining in the Bureau's "Cash" and "Cash Equivalent" accounts at the end of this Agreement term to the Oneida County Commissioner of Finance no later than March 31, 2025, except that the Bureau shall be entitled to keep:
 - i. Any legally or contractually dedicated funds it may be holding;
 - ii. Any funds being reserved for the Tourism Marketing Grant Assistance Program;
 - iii. Any funds being reserved for capital purposes in amounts necessary for those purposes;
 - iv. A two hundred thousand dollar and zero cent (\$200,000.00) cash reserve above and beyond those items listed in paragraphs 4(E)(i), 4(E)(ii) and 4(E)(iii) hereinabove; and
 - v. The Bureau shall submit to the Oneida County Commissioner of Finance a

complete list which specifies all such dedicated and reserved funds for its fiscal year ending December 31, 2024 on or before January 31, 2025.

5. **TRANSFER OF ASSETS:** At such time as this Agreement and any subsequent agreements for these services shall expire, and the Bureau shall cease performing the activities for the County as described herein, the Bureau's assets shall become the sole and separate property of the County, without further compensation, and the Bureau shall cooperate in changing title to such assets.

6. **INDEPENDENT CONTRACTOR STATUS:**

- A. It is expressly agreed that the relationship of the Bureau to the County shall be that of an independent contractor. The Bureau shall not be considered a department, division or branch of the County for any purpose and its Assistants shall not be deemed employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Bureau, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status.
- B. The Bureau acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- C. The Bureau shall be solely responsible for applicable taxes for all compensation paid to the Bureau under this Agreement, and for compliance with all applicable labor and employment requirements, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation,

disability insurance or social security insurance (FICA). The Bureau shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

E. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Bureau's independent contractor status, it is agreed that both the County and the Bureau 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.

F. The Bureau agrees to comply with all federal and state laws, as supplemented in the United States and New York State Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

7. **INDEMNIFICATION:** The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the Services provided for in this Agreement.

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

- A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
- i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. CGL coverage shall apply to any and all locations where the Bureau has operations.
 - iii. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured(s).
- B. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 per each accident.
- i. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - ii. Oneida County shall be included as additional insured on the BAL policy. Coverage for these additional insured shall be on a primary and non-contributing basis.
- C. **Workers' Compensation and Employers Liability**: Statutory limits apply.
- D. **Waiver of Subrogation**: The Bureau waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent such

damages are covered by CGL maintained per requirements stated above.

- E. **Certificates of Insurance:** Prior to the start of any work, the Bureau shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement where one is required. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled nor allowed to expire until at least 30 days prior written notice has been given to the County.
9. **DISPOSAL OF WASTE AND RECYCLABLES:** Pursuant to Oneida County Board of County Legislators Resolution No. 249 of May 26, 1999, the Bureau agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Agreement by Bureau and any subcontractors. Upon awarding of this Agreement, and before work commences, the Bureau will be required to provide the 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 Bureau and any subcontractor in performance of this Agreement will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
10. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands effective as of the day and year first above written.

COUNTY OF ONEIDA

By _____
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.

By *Sarah Foster*
SARAH FOSTER CALERO
PRESIDENT

Approved

Andrew M. Dean
Deputy County Attorney - Administration



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 24-125

February 15, 2024

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

**ECONOMIC DEVELOPMENT
AND TOURISM**

WAYS & MEANS

Re: Empire State Development Grant – 2024 IIHF Women’s World Championships Agreement

Dear Chairman Fiorini,

As you know, the International Ice Hockey Federation (“IIHF”) has selected the Adirondack Bank Center and Utica University Nexus Center to host its 2024 Women’s World Championship tournament. This is a historic opportunity for Oneida County and marks only the fifth time that the United States has hosted the event.

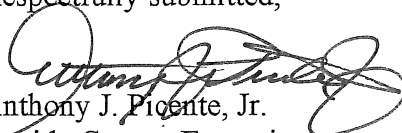
At its January 17, 2024 meeting, the Board of Legislators authorized the County to execute an agreement with Adirondack Sports Council to provide professional event management services for the tournament, with a total tournament budget of \$2,000,000.00.

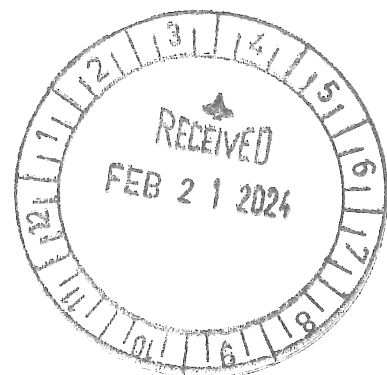
I am pleased to say that on January 31, 2024, Empire State Development (“ESD”) notified the County that it is willing to offer reimbursable incentives toward the tournament in the amount of \$125,000.00. The award from ESD is contingent upon several factors, but if consummated, it will offset a significant portion of the total tournament budget.

ESD’s award required my execution of an “incentive proposal” to permit spending against the grant and came with a tight deadline. I now respectfully ask that the Board of Legislators approve of my execution of the incentive proposal and permit spending against the grant pursuant to County Charter Section 202(j). I further ask that the Board of Legislators authorize my office to execute any and all documents related to the ESD grant.

Should this matter meet with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter.

Respectfully submitted,


Anthony J. Picente, Jr.
Oneida County Executive



Oneida Co. Department: County Executive

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Empire State Development
625 Broadway
Albany, NY 12245

Title of Activity or Service: Incentive Proposal
2024 IIHF Women’s World Championships

Proposed Dates of Operation: November 15, 2023 – December 31, 2025

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** Empire State Development has offered the County of Oneida up to \$125,000.00 in grant incentives toward the 2024 IIHF Women’s World Championships tournament. This incentive proposal will allow the County to accept the grant incentives and spend against the grant.
- 2) **Program/Service Objectives and Outcomes:** To support the economic growth and development of Oneida County by contributing toward this international hockey tournament.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$125,000.00 (Revenue) **Account #**

Oneida County Dept. Funding Recommendation: \$125,000.00 (Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A



January 31, 2024

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

Project Name: 2024 International Ice Hockey Federation IIHF Women's World
Championship Working Capital
Project Number: 137,895

Dear Mr. Picente:

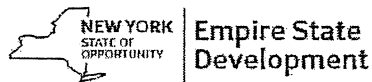
On behalf of Empire State Development ("ESD"), we look forward to collaborating with you on the above-mentioned project. To encourage you to proceed with your working capital project, we are offering County of Oneida reimbursable incentives valued at \$125,000.

There are multiple documents, listed below, that we will need your organization to complete to start processing your award. The completed documents must be returned within 60 days of receipt of this letter digitally to: Jenna Krzyzak at Jenna.Krzyzak@esd.ny.gov and Matthew Bishop at Matthew.Bishop@esd.ny.gov.

- 1. **Project Fact Sheet**- Digitally complete (in word document provided) the Metrics & Deliverables and Organization History sections.
- 2. **Budget & Incentive Proposal Acceptance** - Sign, date and submit digitally
- 3. **Affirmation Document**- Sign, date and submit digitally
- 4. **Disclosure & Accountability Certification**- Sign, date and submit digitally
- 5. **MWBE Utilization Forms (attached to email/digital files)** – Complete, sign, date and submit digitally:
 - 1. MWBE Policy Statement (OSCD-1)
 - 2. MWBE Utilization Plan (OCSD-4)

If the Department is not in receipt of these required document on or before , February 14, 2024, or a written request (email) for an extension to return the aforementioned documents, we may start the process to terminate your grant due to lack of communication.

Market New York Round 13 guidelines indicate that working capital projects must be completed in no more than 2 years (December 31, 2025) from the date in your award letter of November 15, 2023. Therefore, in affirming this Incentive Proposal you are additionally, affirming in good faith your adherence to this deadline.



Please do not expect ESD to grant extensions.

Non-discrimination and Contractor Diversity

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this Project. The Recipient shall be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women Business Enterprises (MWBEs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 30% related to the total value of ESD's funding.

The Recipient is encouraged to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. Should SDVOBs be utilized, a further explanation of the SDVOB reporting requirements is attached hereto.

Not-For-Profit Organizations

All grantees must also be up-to-date with its filings with the New York State Department of State. If County of Oneida is a not-for-profit organization, it must be registered and up-to-date with its filings with the New York State Office of the Attorney General's Charities Bureau, and the New York State Office of the State Comptroller's VendRep System, as applicable, prior to approval by ESD's Chief Executive Officer ("CEO"). In addition, County of Oneida must be prequalified in New York State Grants Gateway prior to the execution of the grant disbursement agreement.

I LOVE NEW YORK APPROVAL REQUIREMENTS

All tourism marketing materials and other projects elements, where deemed appropriate, are required to include the approved format of the I LOVE NY (ILNY) logo. Materials will need to be submitted to the Department for review and approval before going to print/public. Provide at least 48 hours for approval requests. Materials that have not been approved for logo use or don't include the ILNY approved logo format may be deemed ineligible for reimbursement.

Materials that have not been approved for logo use or that do not include the ILNY approved logo format may be deemed ineligible for reimbursement, incur a 25% penalty and/or possible termination of the grant.

In the event I LOVE NY/NYS Division of Tourism would choose to have, request and utilize video footage and/or b-roll produced under the project, a presence/activation at an event, record video footage for state tourism purposes, or distribute I LOVE NY marketing materials in connection with this grant/project, no further money would be exchanged for these services or space fee(s). Additionally, all press releases that include information about your Market New York grant and/or working together with NYS/I LOVE NY must be approved by ESD before going public. See the Market New York Branding and Logo digital files.



MARKET NEW YORK INCENTIVE PROPOSAL
Project Fact Sheet

Grantee	County of Oneida
Project Name	2024 International Ice Hockey Federation IIHF Women's World Championship Working Capital
Project Number	137,895
Award Amount	\$125,000
Project Location(s)	Mohawk Valley
Grantee Contact/ Address	Anthony J. Picente, Jr. County Executive County of Oneida 800 Park Avenue Utica, NY 13501 apicente@ocgov.net 315-798-5800
Event Date(s)	April 3, 2024 – April 14, 2024 (Duration of IIHF Championship)
Project Start Date	November 15, 2023
Project Completion Date	December 31, 2025
Project Description	The County of Oneida will use tourism grant funds to host and promote the International Ice Hockey Federation (IIHF) Women's World Championship, an international tournament played over a 12-day period expected to draw over 80,000 visitors to the Mohawk Valley region.
Metrics / Deliverables	-Ticket Sales -Overall Attendance
Organization History	Oneida County is a municipal corporation formally founded/incorporated in 1798. The county seat is the City of Utica. As of the 2020 census, Oneida County's population is 232,125.



Empire State
Development

Next Steps After Accepting this Incentive Proposal

Upon receipt of confirmation of this grant/letter, the project will be presented to ESD's Board for approval, that occurs monthly. Within 4-6 weeks of approval, ESD will forward a signed Grant Disbursement Agreement ("GDA") for your execution.

ESD will then reimburse you, no more frequently than quarterly, and ESD will then reimburse you, no more frequently than quarterly, up to 50% of the total "ESD reimbursed" eligible costs that are supported by invoices, paid receipts and other documentation.

This offer is subject to the availability of funds; completion of applicable non-discrimination and contractor diversity; approval by ESD's CEO; and compliance with all other program requirements.

We look forward to working with you on your project. Your ESD project manager, Jenna Krzyzak, will reach out to you shortly to discuss next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly L. Baquerizo".

Kelly L. Baquerizo
Director of Tourism Grants Programs
Kelly.Baquerizo@esd.ny.gov

Attachments

CC: Glendon McLeary
Michael Reese
Jenna Krzyzak
Matthew Bishop



MARKET NEW YORK INCENTIVE PROPOSAL
Budget & Incentive Proposal Acceptance

Budget				
	Budget Item	Total Cost	ESD Funds	Grantee Match
	Consultants, Vendors, and/or Contractors	\$250,000	\$125,000	\$125,000
	Total Budget	\$250,000	\$125,000	\$125,000


The Grant is being offered in connection with the project as described in the CFA and that funds will only be made available for projects that are undertaken as described in the CFA, except as expressly authorized by ESD.


Expiration of Proposed Offer:

This proposal expires February 14, 2024 unless endorsed below and received by ESD prior to the expiration date.

Expiration of Accepted Offer:

The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

APPROVED BY:  Date: January 31, 2024
 Kelly Rabideau-Baquerizo
 Director Tourism Grant Programs

ACCEPTED BY:  Date: 2-14-24
 Anthony J. Picente, Jr.
 County Executive



MARKET NEW YORK INCENTIVE PROPOSAL
AFFIRMATION

The Undersigned, being duly sworn, deposes, acknowledges, agrees and says that:
I, Anthony J. Picente, Jr., am the County Executive of Oneida County (the "Recipient"), a not-for-profit that is duly organized and validly existing under the laws of Oneida County, and is authorized to do business and is in good standing in the State of New York.

1. I am authorized to execute this Certification on behalf of the applicant and that to the best of my knowledge, information and belief, all statements in the application, including all attachments hereto and any affidavits, certifications or supplementation information provided herewith, are true and accurate;
2. I have read and know the contents of the Grant Award Letter prepared by Empire State Development ("ESD") dated the 31st day of January 2024.
3. I have reviewed all of the information provided by the Applicant to ESD related to its application for funding to the Market New York program.
4. I know all of the information provided by the Applicant to be true and complete in all material respects. To the extent such information involves projections about future performance; those projections have been prepared in good faith, based upon reasonable assumptions.
5. The Grant Award may only be used for those Project costs incurred after issuance of the Grant Award letter.
6. Applicant will be obligated to repay any grant funds received under this program in the event (a) its application, including any information provided therewith or thereafter, is determined to have included any material misrepresentations; or (b) the grant was made in error and the applicant is not entitled to assistance under the Program Guidelines; (c) it fails to provide documentation to support any payments of any Grant Award it receives from ESD; or (d) additional assistance is paid for by any other grant or other assistance from the local, state or federal governments, third-party private assistance, or insurance for a Project cost paid for with the Grant Award.
7. The disbursement of any Grant Award made under this Program is subject to the approval of the Grant Award by ESD's Board of Director, approval by the NYS Division of the Budget and the receipt of funds by Empire State Development.
8. The application is subject to audit prior to and for up to six years from the date of the disbursement of the grant.
9. Applicant hereby accepts the terms of the Grant Award.
10. Applicant shall comply with ESD's Non-discrimination and Contractor Diversity policy with respect to the participation of minority and women owned businesses in the Project.

Signature

Subscribed and sworn to before me

this 14 day of February, 2024

[Notary Public]

SANDRA L. YATES
Notary Public - State of New York
No. 01YA6427748
Qualified in Oneida County
My Commission Expires 01/30/2026



MARKET NEW YORK INCENTIVE PROPOSAL
Disclosure and Accountability Certification

Name of State Entity from which assistance is being requested (the "Agency"):

Empire State Development

Name of Entity requesting assistance (herein, the "Affirmant"):

Oneida County

Program of Assistance: Market New York

- I. The undersigned, having full power and authority, hereby affirms on behalf of Affirmant that, except as otherwise fully disclosed to the Agency pursuant to Section II hereof:
 - (A) At no time during the past five years has Affirmant: (1) been convicted of a felony, and/or any crime related to truthfulness and/or business conduct; (2) failed to file any federal, New York State or city tax returns; (3) received a violation of State Labor Law deemed willful; (4) entered into an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful; (5) been assessed a penalty or entered into a consent order with the New York State Department of Environmental Conservation, (6) entered into a consent order or agreement to resolve violations of federal, State or local laws; (7) been debarred from entering into any government contract; or (8) been found non-responsible on any government contract.
 - (B) At no time within the last seven years has Affirmant been involved in any bankruptcy, creditors rights or receivership proceeding (except as a creditor) or sought protection from creditors.
 - (C) Affirmant is not the subject of any pending or threatened claim or litigation of which it is aware which would have a material adverse effect on Affirmant's operations or financial condition.
 - (D) Affirmant is not delinquent on any New York State, federal or local tax obligations.

I. Disclosure

On separate sheets, please provide complete information with respect to any item in Section I to which you responded "Yes". Please clearly identify, by number, letter and description, the specific item(s) for which you are providing information.

- III. The undersigned hereby confirms that the information contained in this Certification and any attached pages is true, accurate and complete in all material respects and further acknowledges that: this Disclosure and Accountability Certification is submitted for the express purpose of assisting the State of New York or its agencies and political subdivisions to make a determination to commit financial assistance, enter into a transaction, award a contract or approve a subcontract. The undersigned further acknowledges that any of the State of New York, its agencies and/or political subdivisions may, in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein.¹

¹ Intentional submission of false or misleading information may constitute a felony punishable by a fine or imprisonment or both.



MARKET NEW YORK INCENTIVE PROPOSAL
Disclosure and Accountability Certification (Pg.2)

Anthony J. Picente, Jr.

Name of Affirmant
800 Park Avenue

Address

Utica, NY 13501-2939

City, State, Zip

By: _____

Signature of Duly Authorized Representative

Name:

Title:

Date: February 14, 2024

Sworn to before me this

14 day of February, 2024

Notary Public

Revised 7/15/16

SANDRA L. YATES
Notary Public - State of New York
No. 01YA6427748
Qualified in Oneida County
My Commission Expires 01/30/20 26

Disclosure and Accountability Certification

#5

The County of Oneida ("County") owns the Oneida County Water Pollution Control Plant (the "Plant"), various pump stations, and 45 miles of interceptor sewer for the purpose of conveying and treating sanitary sewage from 15 municipalities. Consequently, the County is subject to Department of Environmental Conservation ("DEC") regulations and permitting.

In 2007, the County and DEC executed Consent Order R6-20060823-67-M2 requiring upgrades to the plant and a certain pump station in order to eliminate sewage overflows. The parties modified the consent in 2021 to extend the County's deadline for completing the upgrades. The terms and conditions of this consent order were satisfactorily completed by the adjusted compliance deadline of December 31, 2022.

On May 24, 2018, the County and the DEC executed Consent Order R-6-20170202-05 concerning air quality emissions from sewage sludge incinerators at the Plant. The County has since decommissioned the incinerators and completed construction of anaerobic digesters in 2019. The anaerobic digesters replaced the incinerators and were put into service in July 2019. As part of the consent order, the County was required to pay a penalty to the DEC and to fund an environmental benefit project. Although the consent order is older than five years, the County discloses it here because it anticipates the DEC and the County amending the consent order in 2024 to identify a different environmental project.

In August 2019, the DEC detected an air quality violation from the Plant incinerator stack. The Plant incinerators, as discussed, were in the process of being decommissioned and replaced with anaerobic digesters. The anaerobic digesters were put into service in July 2019. The DEC and the County negotiated Consent Order R6-20191028-33, which requires the payment of a penalty and support of an environmental benefit project. The parties anticipate amending the Consent Order in 2024 to identify a different environmental benefit project.



MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

ESD is required to comply with and 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.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises (“MBEs”) and Women-owned Business Enterprises (“WBEs”), collectively MWBES.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

Overall MWBE Participation Requirement: 30% (totaling no less than \$37,500)

- c) For purposes of providing meaningful participation by MWBES on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBES found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD’s Office of Contractor and Supplier Diversity (“OCSD”) to discuss additional methods of maximizing participation by MWBES on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD’s effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to OCSD@esd.ny.gov.

MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs

- The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.
- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
- If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
 - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
1. If a Recipient fails to submit an MWBE Utilization Plan;
 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
 3. If a Recipient fails to submit a request for waiver; or
 4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."



MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- k) The Recipient understands that only sums paid to MWBES for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- l) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- m) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBES in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEBEGS.pdf



MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

- n) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “Good Faith Efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.
- o) Recipient’s demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at ocsd@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. All forms can be found at: <https://esd.ny.gov/about-us/corporate-info>. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to ocsd@esd.ny.gov;
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:

Empire State Development
Office of Contactor & Supplier Diversity
633 Third Avenue, 35th Floor
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

MARKET NEW YORK INCENTIVE PROPOSAL

GENERAL INFORMATION FOR NOT-FOR PROFIT ORGANIZATIONS

New York State Grants Gateway

As part of Governor Cuomo's initiative to better serve the people of the State of New York, a web-based grants management system, Grants Gateway, was launched in spring 2013 to improve the way grants are administered by the State of New York. Grants Gateway also offers not-for-profit organizations a portal to search for available and anticipated grant opportunities, download grant opportunities, and register to receive email notifications when specific types of grant opportunities are posted. All not-for-profit organizations receiving funds from ESD must be prequalified in Grants Gateway prior to ESD Directors' approval and the execution of a Grant Disbursement Agreement or Loan Agreement.

Grants Gateway Prequalification Process

1. Register with the Grants Gateway

- The Registration Form is available for download at www.grantsreform.ny.gov. The Registration Form can be accessed by clicking the link at the top of the page in yellow labeled "[Click HERE to access the Portal or browse for more information below](#)".
- Include your State Financial System ("SFS") Vendor ID on the Form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the Grants Reform Web site).
- All registrations must include an Organization Chart in order to be processed.
- Mail the completed Registration Form, Organization Chart that shows the Head of your Organization, and Substitute W-9 (if new vendor) to:
NYS Grants Reform
99 Washington Avenue
Room 1530
Albany, NY 12210-2814
- When you receive your login information via email, log in and change your password. This password will allow access to the Grants Reform Web site.

- 2. Associate your organization with a State agency (ESD)** by clicking on Organization(s) and then selecting Organization Information; complete all required fields.

If you have questions about the Prequalification application, please contact the Grants Reform Team by emailing GrantsReform@Budget.ny.gov with "Prequalification" in the subject line.

Attorney General's Charities Bureau and State Comptroller's VendRep System

Prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement, not-for-profit organizations must be registered and up-to-date with its filings with the New York State Office of the Attorney General's Charities Bureau ("OAG") and the New York State Office of the State Comptroller's VendRep System ("OSC"). Information on registration is below.

OSC

E-mail: ciohelpdesk@osc.state.ny.us

Phone: Toll free: (866) 370-4672

Locally within the Albany NY area: (518) 408-4672

http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm

OAG

E-mail: charities.bureau@ag.ny.gov

Phone: (212) 416-8401

<http://www.charitiesnys.com/home.jsp>

Phone: Toll free: (866) 370-4672

Locally within the Albany NY area: (518) 408-4672

http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, Anthony J. Picente, Jr. (CONTRACTOR OR GRANT REPRESENTATIVE),

the County of Oneida (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

2024 IIHF Women's World Championship

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

- (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, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors 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) The 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 this contract.

MWBE PARTICIPATION (MWBE)

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (2) Request a list of State-certified M/WBEs from ESD’s Office of Contractor and Supplier Diversity (“OCSD”) and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

SDVOB PARTICIPATION (SDVOB)

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
- (2) Request a list of State-certified SDVOBs from ESD’s Office of Contractor and Supplier Diversity (“OCSD”) and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (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 SDVOBs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
- (6) Ensure that progress payments to SDVOBs 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 SDVOB participation.

Agreed on this 14th day of February 2024

By: 
(SIGNATURE)

Print Name: _____

Title: Oneida County Executive



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

James Genovese, Commissioner of Planning _____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

EEO Contract Goals

____ % Minority Business Enterprise Participation

NOT APPLICABLE % Minority Labor Force Participation

____ % Women's Business Enterprise Participation

NOT APPLICABLE % Female Labor Force Participation

30 % TOTAL/OVERALL M/WBE Participation Goal

SDVOB Contract Goals

____ % Service Disabled Veteran Business Participation



(Signature of Contractor's Authorized Representative)

*Name: Anthony J. Picente, Jr.
*Company: Oneida County
*Title: Oneida County Executive
*Phone: (315) 798-5800
*Fax: (315) 798-5603
*Address: 800 Park Avenue Utica, NY 13501
800 Park Avenue Utica, NY 13501



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

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

ANTHONY J. PICENTE, JR.
County Executive
James J. Genovese II
Commissioner

February 20, 2024

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

FN 20 24-126
**ECONOMIC DEVELOPMENT
AND TOURISM**
WAYS & MEANS

Re: NYS Office of Community Renewal – 2024 Consolidated Funding Application –
Microenterprise Grant Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we are proposing to apply for Community Development Block Grant (CDBG) funding made available by the New York State Office of Community Renewal (OCR) through the 2024 New York State Consolidated Funding Application.


Based on the requirements from the OCR, Oneida County will apply for an amount not to exceed \$200,000.00 for a Microenterprise Grant Program. This funding will assist small existing companies or start-up companies to support and foster their development or expansion. Eligible microenterprises must have five or fewer employees. It is estimated that four new jobs will be created and up to six businesses will be assisted, with at least 51% of the individuals assisted being low to moderate-income. Since Utica and Rome are entitlement communities under the U.S. Department of Housing and Urban Development CDBG Program, businesses within these cities are not eligible for this program.

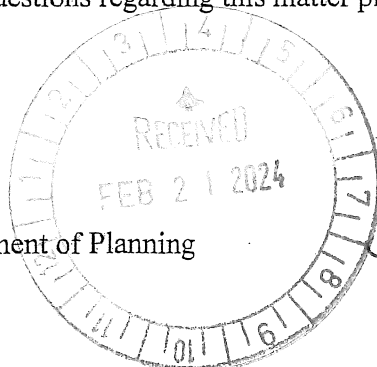
Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the OCR for CDBG funding totaling \$200,000.00 for the Microenterprise Grant Program. We have prepared a draft resolution, which includes authority to conduct the mandated public hearings on the CDBG Microenterprise Program, as required by the statutory requirements of the CDBG program, the first being held on March 13, 2024.

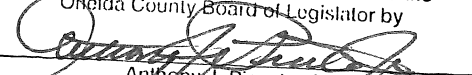
Should you have any questions regarding this matter please contact me.

Sincerely,


James J. Genovese II
Commissioner
Oneida County Department of Planning



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


Anthony J. Picente, Jr.
County Executive

Date 2-21-24



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

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

ANTHONY J. PICENTE, JR.
County Executive
James J. Genovese II
Commissioner

February 20, 2024

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

FN 20 24-127

**ECONOMIC DEVELOPMENT
AND TOURISM**

WAYS & MEANS

Re: United States Department of Transportation Charging and Fueling Infrastructure
Discretionary Grant Opportunity

Dear County Executive Picente:

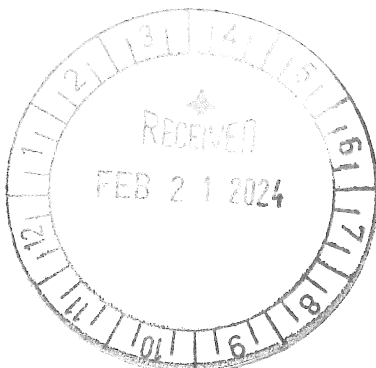
At its May 2023 meeting, the Board of Legislators adopted a resolution (2023-122) authorizing the County to apply for up to \$600,000.00 in grant funding from the United States Department of Transportation (DOT), Federal Highway Administration, Charging and Infrastructure Grant Program (CFI Grant). The CFI grant required that 20% of project spending be provided by the County or other non-federal sources. Because National Grid EV Make-Ready Program funding is an allowable match, no Oneida County dollars will be spent on this project.

I am pleased to say that the DOT has awarded the County \$708,229.84, to reflect increases in the cost of certain equipment. The increased CFI Grant will allow the County to install electric vehicle (EV) charging infrastructure and stations in several locations throughout Oneida County.

Because the amount of the grant has increased, I respectfully ask that you forward this request to the Board of Legislators seeking additional authority to accept the full grant award. Since this award will be going into contract soon, it is essential that the Board of Legislators take action on this matter at its March 13, 2024 meeting. Please feel free to call me if any additional information is required. Thank you for your continued support.

Sincerely,

James J. Genovese, II
Commissioner
Oneida County Department of Planning



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

Anthony J. Picente, Jr.
County Executive
Date 2-21-24



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

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

ANTHONY J. PICENTE, JR.
County Executive
James J. Genovese II
Commissioner

February 21, 2024

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

FN 20 24-128

**ECONOMIC DEVELOPMENT
AND TOURISM**

Re: Intermunicipal Agreement – Town of Vienna – Broadband Project

WAYS & MEANS

Dear County Executive Picente:

As you know, the County of Oneida received American Rescue Plan Act (“ARPA”) funding to provide broadband internet service in rural areas. In July 2023, the Board of Legislators authorized an agreement between the County and Adirondack Techs, LLC for the buildout of broadband internet service in nine rural areas, including three service areas within the Town of Vienna. The Town of Vienna agreed to pay 20% of the cost of this project, and separately arranged for the buildout of a fourth service area in the Town.

On January 8, 2024, Adirondack Techs, LLC notified the County that it had completed its broadband network within the Town of Vienna, and did so “on budget” for the cost of \$226,761.69. The company made broadband service available to 184 residences, and 42 residences have already subscribed to the service. Before this buildout, these homes either lacked internet service altogether or were dependent upon a patchwork of slow or outdated technologies. Now, they enjoy exceedingly fast fiber-optic internet speeds.

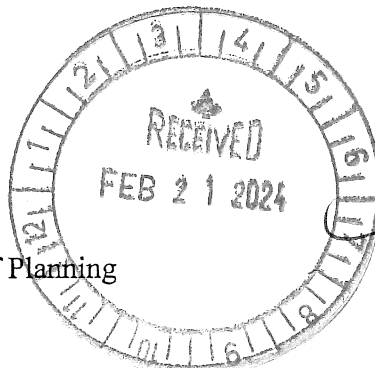
Now that the broadband project is complete within the Town, and the final costs are known, we present an intermunicipal agreement between the County and the Town whereby the Town will pay the County the Town’s twenty percent share of the costs. Pursuant to the attached intermunicipal agreement, the Town will pay the County \$45,352.34. The term of the intermunicipal agreement matches the term of the underlying contract with Adirondack Techs, LLC, which will end no later than October 28, 2028 (to reflect the company’s ongoing customer service, billing, and other obligations).

If this intermunicipal agreement meets with your approval, I ask that you please forward it to the Board of Legislators for consideration at its next meeting.

Please feel free to call me if any additional information is required. Thank you for your continued support.

Sincerely,

James J. Genovese, II
Commissioner
Oneida County Department of Planning



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

Anthony J. Picente, Jr.
County Executive

Date 2-21-24

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Town of Vienna
2083 NYS Route 49
North Bay, New York 13123

Title of Activity or Service:

This intermunicipal agreement memorializes the Town of Vienna’s obligation to pay 20% of the cost of the broadband buildout project within the Town.

Proposed Dates of Operation:

Execution – October 28, 2028

Client Population/Number to be Served:

Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** In July 2023, the Board of Legislators authorized an agreement between the County and Adirondack Techs, LLC for the buildout of broadband internet service in nine rural areas, including three service areas within the Town of Vienna. The Town of Vienna agreed to pay 20% of the cost of this project. Adirondack Techs completed its broadband network within the Town of Vienna for the cost of \$226,761.69. Pursuant to the attached intermunicipal agreement, the Town will pay the County \$45,352.34

- 2) **Program/Service Objectives and Outcomes:** To provide high-speed internet service to rural areas of the County.

- 3) **Program Design and Staffing:**

Total Funding Requested: \$45,352.34 (Revenue) **Account #**

Oneida County Dept. Funding Recommendation: \$\$45,352.34 (Revenue)

Proposed Funding Sources (Federal \$/State \$/County \$): Town–\$45,352.34

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is between the County of Oneida (“County”), a New York municipal corporation with offices at 800 Park Avenue, Utica, New York 13501, and the Town of Vienna, a New York municipal corporation with its principal offices at 2083 NYS Route 49, North Bay, New York 13123 (“Town”). The County and Town are each a “Party,” and together are the “Parties”.

RECITALS

WHEREAS, the County and the Town each received funding through the American Rescue Plan Act to support the buildout of broadband internet service in rural areas; and

WHEREAS, the County sought proposals from internet service providers (“ISP”) to provide broadband internet to some or all of 39 designated rural areas, including the Town of Vienna; and

WHEREAS, Adirondack Techs, LLC responded to the request for proposals, agreeing to build or extend an Adirondack Techs, LLC-owned fiber-to-the home broadband network to certain of the areas identified in the request for proposals, such construction to be achieved through a combination of funding from the County, the Town, and Adirondack Techs, LLC; and

WHEREAS, the County and Adirondack Techs, LLC entered into a Grant Agreement, effective for a term of five years (the “Adirondack Techs Agreement”), whereby Adirondack Techs, LLC agreed to construct its broadband internet network in nine service areas, including three service areas within the Town (the “Town/County Project”), and to provide ongoing customer support, technical support, billing, and other services, and a copy of the Adirondack Techs Agreement is annexed as Exhibit A; and

WHEREAS, the Town agreed to pay 20% of the cost of the Town/County Project; and

WHEREAS, Adirondack Techs, LLC completed the Town/County Project, and on January 8, 2024, Adirondack Techs, LLC issued invoices for the final cost of the Town/County Project, in the amounts of: (a) for Vienna Service Area One, \$139,992.48; (b) for Vienna Service Area Two, \$53,840.78; (c) for Vienna Service Area Six, \$32,928.43; for a total cost of \$226,761.69.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. The Town Payment. Within forty-five days of the Effective Date, the Town shall pay the County twenty percent (20%) of the costs of the Town/County Project, in the amounts of: (a) for Vienna Service Area One, Twenty-Seven Thousand Nine Hundred Ninety-Eight Dollars and Fifty Cents (\$27,998.50); (b) for Vienna Service Area Two, Ten Thousand Seven Hundred Sixty-Eight Dollars and Sixteen Cents (\$10,768.16); and (c) for Vienna Service Area Three, Six Thousand Five Hundred Eighty-Five Dollars and Sixty Nine Cents (\$6,585.69); and

in the total amount Forty Five Thousand Three Hundred Fifty-Two Dollars and Thirty-Four Cents (\$45,352.34) (the “Town Payment”).

2. The County’s Performance. In exchange for the Town Payment, the County will monitor the performance within the Town of Adirondack Techs, LLC pursuant to the Adirondack Techs Agreement, including Adirondack Techs, LLC’s obligations to provide equipment, installation, maintenance, repair, replacement, customer support, technical support, billing, and other services required to provide continuous, reliable, consistent, and user-friendly fiber internet service

3. Term. The term of this Agreement shall commence upon the Effective Date and continue until the termination of the Adirondack Techs Agreement, and no later than October 23, 2028.

4. Independent Contractor. Each Party and its employees, agents, personnel, officers, and servants shall be independent contractors with regard to the other Party. The employees, agents, personnel, officers, and servants of each Party shall not be deemed employees of the other Party and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers’ compensation, retirement, paid absence, or health insurance of the other Party. Each Party covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the other Party. Each Party shall have the right to participate in any conference, discussion, or negotiation with any governmental agency regarding the other Party’s status as an independent contractor.

5. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party. Neither party shall have any power or authority to bind or commit the other. Neither Party shall hold itself out as having any authority or relationship in contravention of this paragraph.

6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and nothing herein, express or implied, is intended to or shall confer upon any other person, including but not limited to Adirondack Techs, LLC, any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

7. Records. Each Party shall keep and maintain all records concerning this Agreement in accordance with the Retention And Disposition Schedule For New York Local Government Records, 8 N.Y.C.R.R. § 185.15 (Appendix L).

8. Inspection. Either Party, upon reasonable notice from the other Party and at any time during normal business hours, and as often as such other Party may deem necessary, shall make available to the other Party or any of its duly authorized representatives all of its records with respect to matters covered by this Agreement to the extent allowed by law.

9. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.

10. Assignment. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the other Party's express written consent. Except to the extent forbidden in this paragraph, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

11. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

12. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.

13. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.

14. Entire Agreement. The terms of this Agreement constitutes the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

15. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.

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

17. Severability. If a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

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


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

TOWN OF VIENNA

Anthony J. Picente, Jr.
County Executive



Michael M. Davis, Sr.
Town Supervisor

Date: _____

Date: 2/21/24

Approved:

Andrew Dean, Esq.
Deputy County Attorney-Administration

GRANT AGREEMENT

This Grant Agreement (this "Agreement"), made upon the date of its full execution ("Effective Date"), is entered into by and between the County of Oneida ("Grantor"), a New York municipal corporation with offices at 800 Park Avenue, Utica, New York 13501, and Adirondack Techs, LLC, a New York domestic limited liability company with its principal offices at 30 Town Barn Road North, St. Regis Falls, New York 12980 ("Grantee"). Grantor and Grantee are each a "Party," and together are the "Parties".

RECITALS

WHEREAS, Grantor received federal grant funding to provide broadband internet service in rural areas of the County of Oneida, and sought proposals from internet service providers ("ISP") to provide broadband internet to some or all of 39 designated rural areas; and

WHEREAS, Grantee responded to the request for proposals, agreeing to build or extend a fiber-to-the-home broadband network to certain of the areas identified in the request for proposals, such construction to be achieved through a combination of funding from each Party; and

WHEREAS, Grantor upon reviewing Grantee's proposal and competing proposals determined to award grant funding and provide other support to Grantee, and the Parties wish to enter into this Agreement for the Grantee to build a Grantee-owned fiber-to-the-home fiber network to rural areas of Oneida County.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. The Service Areas and Work. Grantee shall at its sole cost perform all survey, design, engineering, construction, and connection work (collectively, the "Construction Work") required to provide fiber-to-the-home broadband internet service in the areas of: Vienna 1; Vienna 2; Vienna 6; Augusta 1; Forestport 1; Forestport 6; Ava 2; Boonville 4; and Remsen 3, each as more particularly depicted in the drawings annexed as Exhibit A (each, a "Service Area," and collectively, the "Service Areas"). Following the Construction Work, Grantee shall perform all marketing, installation, operations, maintenance, repair, customer support, technical support, billing and other services required to provide reliable, consistent, and user-friendly fiber internet service to customers in the Service Area (the "Post-Construction Work," and together with the Construction Work, the "Work").
2. Performance Bonds. Before commencing the Construction Phase (as defined below) in any Service Area, the Grantee shall first deliver to Grantor a performance bond for each Service Area. Each bond shall be on a form supplied by Grantor or approved by Grantor, and shall refer to this Agreement. Each shall be purchased at Grantor's sole expense from one or more companies licensed to do business in the State of New York. Said bonds

shall not be transferable. The amount of each bond shall be as follows: (a) Vienna 1—One Hundred Forty-Seven Thousand Three Hundred Sixty Dollars and Zero Cents (\$147,360.00); (b) Vienna 2—Fifty-Six Thousand Six Hundred Seventy-Four Dollars and Zero Cents (\$56,674.00); (c) Vienna 6—Thirty-Four Thousand Six Hundred Sixty-One Dollars and Zero Cents (\$34,661.00); (d) Augusta 1—Eight Hundred Twenty Thousand One Hundred Three Dollars and Zero Cents (\$820,103.00); (e) Forestport 1—Seventy-Nine Thousand Five Hundred Seventeen Dollars and Zero Cents (\$79,517.00); (f) Forestport 6—Three Hundred Ten Thousand Eight Hundred Thirty-Three Dollars and Zero Cents (\$310,833.00); (g) Ava 2—One Hundred Ninety-Nine Thousand One Hundred Ninety-Nine Dollars and Zero Cents (\$199,199.00); (h) Boonville 4—One Hundred Eight-Nine Thousand Two Hundred Twenty-Six Dollars and Zero Cents (\$189,226.00); and (i) Remsen 3—One Hundred Sixty-Four Thousand Three Hundred Ninety-Seven Dollars and Zero Cents (\$164,397.00).

3. Construction Work Schedule. Grantee shall at its sole cost perform the Construction Work for each Service Area. Grantee shall perform the Construction work according to the schedules annexed as Exhibit B (each, a “Construction Work Schedule” and collectively, the “Construction Work Schedules”). Construction Work for each Service Area will proceed in five phases: (a) the Surveying and Design Phase; (b) the Approvals Phase (c) the Construction Phase; (d) the Splicing Phase; (e) the Testing Phase; (f) and the Completion Phase, as follows:
 - A. Surveying and Design Phase. Grantee shall perform surveys and prepare designs for the siting and construction of the fiber-to-the-home network. Grantor shall assist Grantee by providing Grantee access to real property data, Geographic Information System Data, and aerial photographs and oblique photographs.
 - B. Approvals Phase. Grantee shall secure all rights, licenses, permissions, permits, easements, or other approvals required to perform the Work from all applicable federal, state, and local governmental authorities (collectively, the “Approvals”). Grantor shall assist Grantee by advocating for the foregoing Approvals with federal, state, or local governmental authorities.
 - C. Construction Phase. Grantee shall prepare the applicable Service Area for construction, and then install all headend cabinet(s), fiber cable(s), electrical service, splices, and all other network equipment (collectively, the “Network Infrastructure and Equipment”) required to provide fiber-to-the-home internet service in the Service Area.
 - D. Testing Phase. Grantee shall test for and correct any faults in the Network Infrastructure and Equipment and shall ensure that the fiber-to-the-home network perform as required by this Agreement.
 - E. Completion Phase. Upon completing the foregoing phases and determining that the fiber-to-the-home network is performing without fault, Grantee shall provide written notice of completion for the applicable Service Area to Grantor (“the Service Area Completion Notice”).

4. Service Area Completion Notice. The Service Area Completion Notice shall identify the completed Service Area, state the total number of homes and business to whom fiber-to-the-home internet service has been made available in the Service Area, state the number of homes and businesses that have elected to subscribe to the service, and provide a statement detailing all Grantee costs and expenses in performing the Construction Work for the applicable Service Area, including all labor, supplies, materials, and equipment. Grantor will examine the Service Area Completion Notice and may demand documentation justifying any cost and expense. Grantor may reject any cost and expense which, in its reasonable discretion, is not adequately detailed, documented, or necessary to completion of the Construction Work. Grantor shall thereafter mark the Service Area Completion Notice as “denied,” “approved in whole,” or “approved in part.”
5. Deadline for Completion. Grantee shall complete all Construction Work within one year of the Effective Date. The County may, in its sole discretion, authorize extensions of the deadline for completion of Construction Work, provided, however, that no extension may be granted beyond December 31, 2026.
6. Minimum Network and Pricing Requirements.
 - A. Grantee shall provide a fiber-based internet service to each Service Area that provides customers with symmetrical (meaning upload and download) internet speeds of at least 100 Megabits per second (“Mbps”). Grantee must also provide a service category with speeds of 1 Gigabits per second download and 400 Mbps upload.
 - B. The technology deployed must for residential customers meet a minimum GPON standard or verifiable equivalent, and for business customers must provide an XGS-PON capable system or equivalent. All designs will be in accordance with AHJ standards, IEEE, NEC, NESC, TIA-568, TIA-569, TIA-606, TIA-607, ITU-T G986, ITU-T G989, and BICSI standards.
 - C. Grantee must provide at least one tier of service that has a cost not to exceed the National Broadband Index as published by USTelecom in any given year of service.
7. Service Area Completion Notice. The Service Area Completion Notice shall identify the completed Service Area, state the total number of homes and business to whom fiber-to-the-home internet service has been made available in the Service Area, state the number of homes and businesses that have elected to subscribe to the service, and provide a statement detailing all Grantee costs and expenses in performing the Construction Work for the applicable Service Area, including all labor, supplies, materials, and equipment. Grantor will examine the Service Area Completion Notice and may demand documentation justifying any cost and expense. Grantor may reject any cost and expense which, in its reasonable discretion, is not adequately detailed, documented, or necessary to completion of the Construction Work. Grantor shall thereafter mark the Service Area Completion Notice as “denied,” “approved in whole,” or “approved in part.”
8. Payment: Upon marking a Service Area Completion Notice as approved in whole or approved in part, Grantor shall within forty-five (45) days pay Grantee the approved

amount for the Service Area. Grantor's payment for each Service Area shall not exceed the following amounts (each, a "Service Area Maximum Payment," and collectively, the "Service Area Maximum Payments"), it being the express agreement of the Parties that Grantor is providing only partial funding for the Work, with the remainder to be the sole expense and responsibility of Grantee. The Service Area Maximum Payments are as follows: (a) Vienna 1—One Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two Dollars and Zero Cents (\$139,992.00); (b) Vienna 2—Fifty-Three Thousand Eight Hundred Forty-One Dollars and Zero Cents (\$53,841.00); (c) Vienna 6—Thirty-Two Thousand Nine Hundred Twenty-Eight Dollars and Zero Cents (\$32,928.00); (d) Augusta 1—Seven Hundred Seventy-Nine Thousand Ninety-Eight Dollars and Zero Cents (\$779,098.00); (e) Forestport 1—Seventy-Five Thousand Five Hundred Forty-Two Dollars and Zero Cents (\$75,542.00); (f) Forestport 6—Two Hundred Ninety-Five Thousand Two Hundred Ninety-Two Dollars and Zero Cents (\$295,292.00); (g) Ava 2—One Hundred Eighty-Nine Thousand Two Hundred Forty Dollars and Zero Cents (\$189,240.00); (h) Boonville 4—One Hundred Seventy-Nine Thousand Seven Hundred Sixty-Five Dollars and Zero Cents (\$179,765.00); and (i) Remsen 3—One Hundred Fifty-Six Thousand One Hundred Seventy-Eight Dollars and Zero Cents (\$156,178.00).

9. Post-Construction Work. Following the Completion Phase, Grantee shall market its fiber internet service to residents and businesses within each Service Area, and shall subscribe residents and businesses, and any other persons or entities, to its fiber internet service in the Service Area. Grantee shall provide all equipment, installation, maintenance, repair, replacement, customer support, technical support, billing, and other services required to provide continuous, reliable, consistent, and user-friendly fiber internet service to customers in the Service Area.
10. Revenue Sharing With Grantor. Grantee shall pay to Grantor the Annual Payments as set forth in the Revenue Sharing Agreement annexed as Exhibit C, which is incorporated into and made part of this Agreement. As set forth in Exhibit C, Grantee's obligation to make the Annual Payments shall survive the expiration or earlier termination of this Agreement.
11. Subcontractors. Grantee may contract with another person or entity to perform a portion of the Work (such person or entity, a "Subcontractor"). Grantee shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms of the Agreement, and to assume toward the Grantee all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Grantee, by this Agreement, assumes toward Grantor. Each subcontract agreement shall preserve and protect the rights of Grantor under this Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Grantee that the Grantee, by the Agreement, has against Grantor. Where appropriate, the Grantee shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Grantee shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with

the Agreement. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

12. Compliance with Laws. Grantee its expense shall diligently and fully comply with all applicable legal requirements governing its performance of this Agreement and shall secure all governmental approvals as may be required for the construction, maintenance, and repair of the Network Infrastructure and Equipment. In addition, Grantee shall ensure that the Solar Power Facilities are operated and maintained in a professional manner by appropriately trained and qualified individuals.
13. Assignment. Grantee shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title, or interest herein, or its power to execute the same, to any other person or corporation without the previous consent in writing of Grantor.
14. Ownership of the Network. Grantor shall have no ownership interest or other interest in the Network Infrastructure and Equipment. Grantee shall retain all right, title, and interest in the Network Infrastructure and Equipment.
15. Utilities and Taxes. Grantee shall pay all taxes and all electricity, connection, network, and other utility charges for the Network Infrastructure and Equipment. Grantee shall not be liable for any taxes or utilities charges, of any kind, arising from or related to this Agreement.
16. Term of Agreement. The term of this Agreement shall begin upon the Effective Date and continue for five (5) years ("Term"). Either party may terminate this Agreement effective thirty (30) days after giving written notice of intent to terminate, upon the occurrence of a material breach by the other Party, provided that such breach continues for thirty days (30) after receipt of such written notice of such breach.
17. Executory or Non-Appropriation Clause. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, Grantor shall have the option to immediately terminate this Agreement upon providing written notice to Grantee. In such an event Grantee shall receive payment for each Service Area Completion Notice then approved in whole or approved in part, and shall not receive actual or consequential damages as a result of termination.
18. Independent Contractor. Grantee and its employees and agents shall at all times be independent contractors and nothing contained herein shall be construed to make Grantor an agent, partner, employee, or joint venturer of or with Grantor. In the performance of this Agreement, Grantee will at all times act in its own capacity and rights as an independent contractor, and shall have control over the means and methods used in performing its obligations hereunder.
19. Insurance. Grantee shall, at its own expense, purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least

an A- (excellent) rating by A. M. Best.

- A. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413, or a substitute form, providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions). Grantor shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Grantee shall maintain said CGL coverage for itself and the additional insured for the Term and any renewal thereof, and shall maintain completed operations coverage for itself and Grantee for at least three (3) years after completion.
 - B. Workers' Compensation and Employer's Liability, pursuant to statutory limits.
 - C. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired, and non-owned automobiles. Grantor shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
 - D. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000). Grantor shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
 - E. Grantee waives all rights against the Grantor and its agents, officers, and employees for recovery of damages to the extent these damages are covered by a policy of insurance maintained per the requirements stated above.
20. Indemnification. Grantee shall indemnify, defend, and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of Grantee, its employees or agents, arising from or related to Grantee's performance under this Agreement.
21. Survival. The provision of this Agreement which by their terms or nature call for performance subsequent to termination of this Agreement, including but not limited to the provisions concerning indemnification, shall survive the termination of this Agreement whether or not such provisions expressly state that they shall so survive.
22. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if sent by registered or certified mail to the following addresses (or to such other

address as either Party may subsequently designate in writing):

If to Grantor:

Oneida County Department of Planning
3rd Floor, Union Station
321 Main Street
Utica, New York 13501

If to Grantee:

Adirondack Techs, LLC
30 Town Barn Road North
St. Regis Falls, New York 12980

23. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.
24. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal or personal representatives, successors, and assigns.
25. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.
26. Applicable Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any principles of conflicts of laws. In the event of any dispute concerning the interpretation or enforcement of this Agreement, such dispute shall be raised in a court of competent jurisdiction located in Oneida County, New York, and each Party consents to such jurisdiction and waives any claim that venue in Oneida County, New York is inconvenient.
27. Addendum. Grantee shall comply with Exhibit D, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.
28. Headings; Interpretation. Descriptive headings are for convenience only and will not control or effect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa, and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine, or neuter gender.
29. Entire Agreement and Amendment. The Agreement constitutes the entire Agreement of the Parties with respect to the matters contained herein. No modification of or amendment

to the Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

30. 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.
31. Authority. Each Party represents to the other that: (a) it has the authority to execute, deliver and perform this Agreement; (a) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary municipal or company action and no such further action is required; and (c) it has duly and validly executed and delivered this Agreement.
32. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA



Anthony J. Picente, Jr.
County Executive 10/23/23

Date:

Approved:



Andrew Dean, Esq.
Assistant County Attorney

ADIRONDACK TECHS, LLC



[insert] Chuck Robertson
[insert] Owner

Date: 6/28/2023

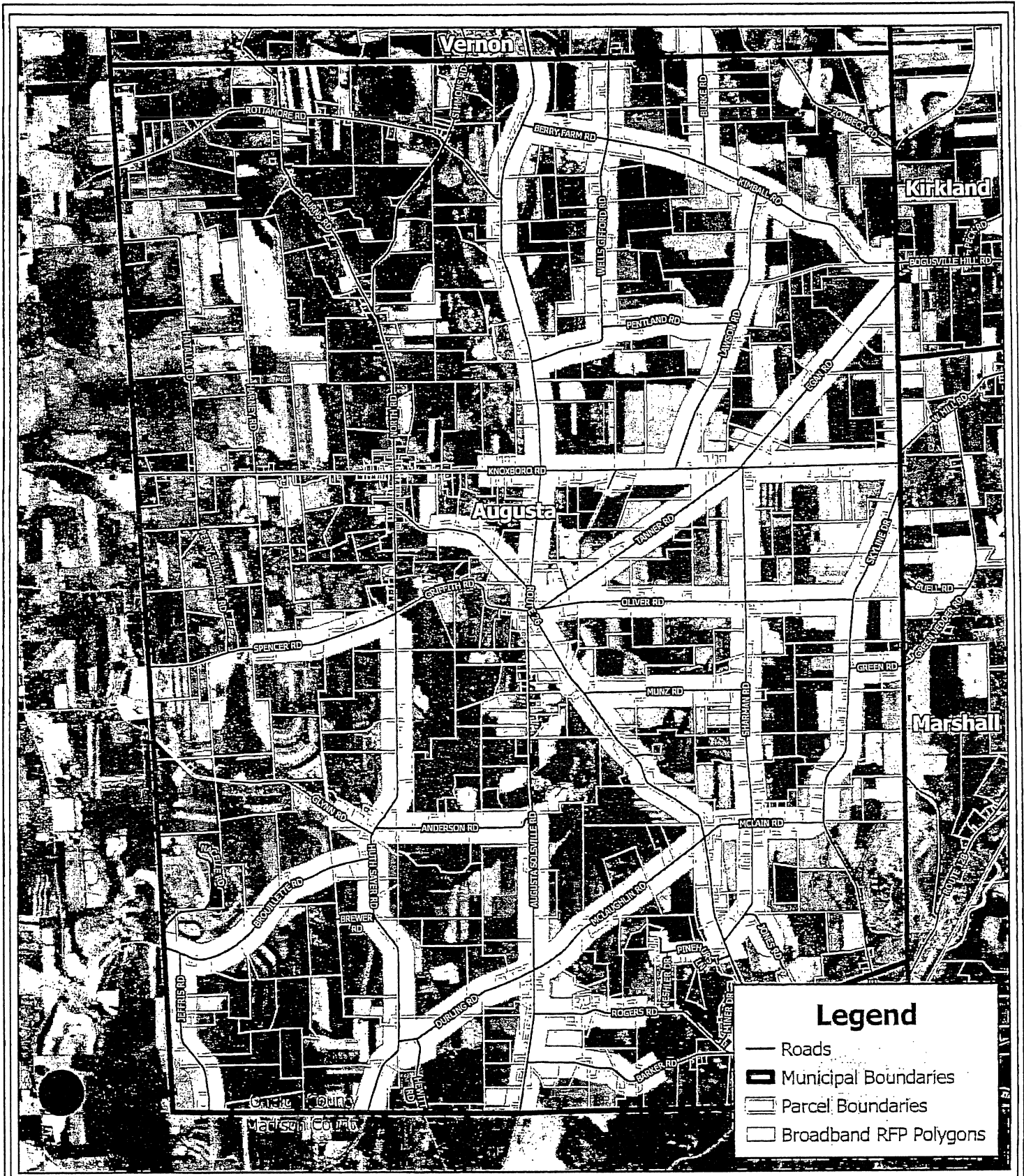


Vienna 1 & Vienna 2 - Broadband RFP Service Areas

This information has been compiled for planning purposes and may not be reprinted or transmitted for commercial purposes or for any other purpose without the prior approval of the Newport News/Gloucester Comprehensive Planning Program (NCCPP). The NCCPP shall not be liable for any misuse or misrepresentation of this information. The NCCPP makes no claim as to the completeness or accuracy of the data contained herein.



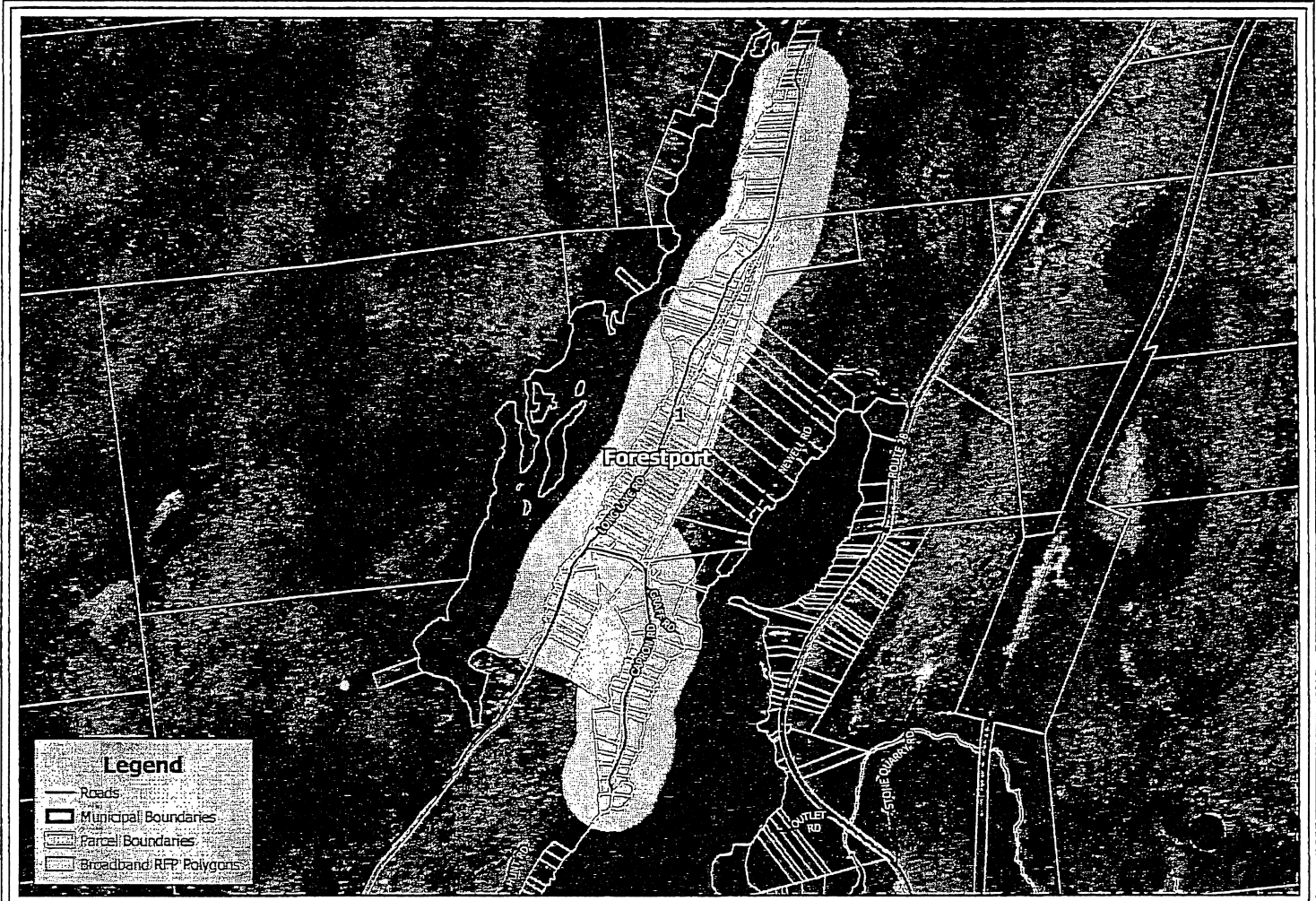
Vienna 1 & Vienna 6 - Broadband RFP Service Areas

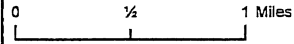
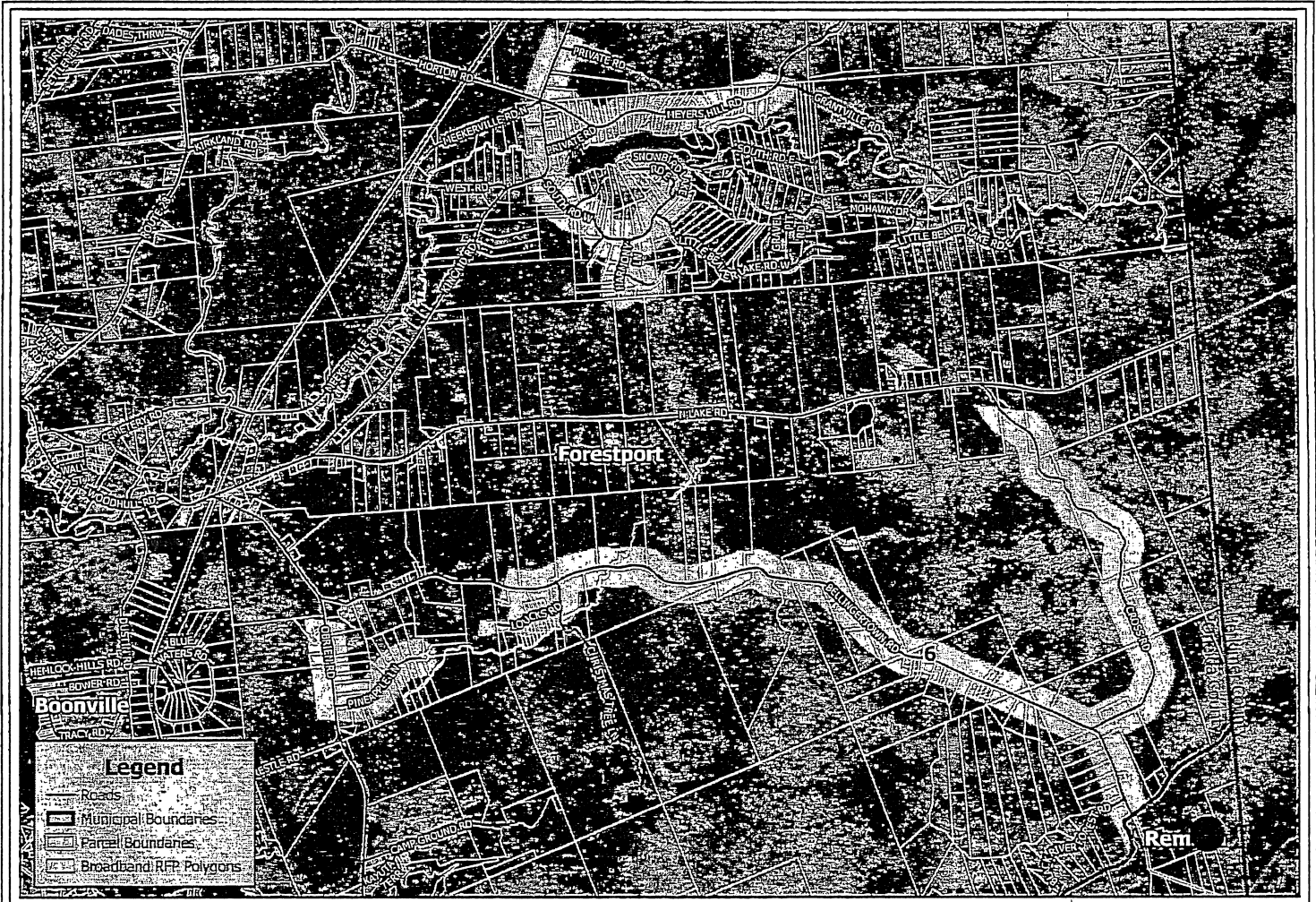


Augusta 1 - Broadband RFP Service Areas

0 1/2 1 Miles

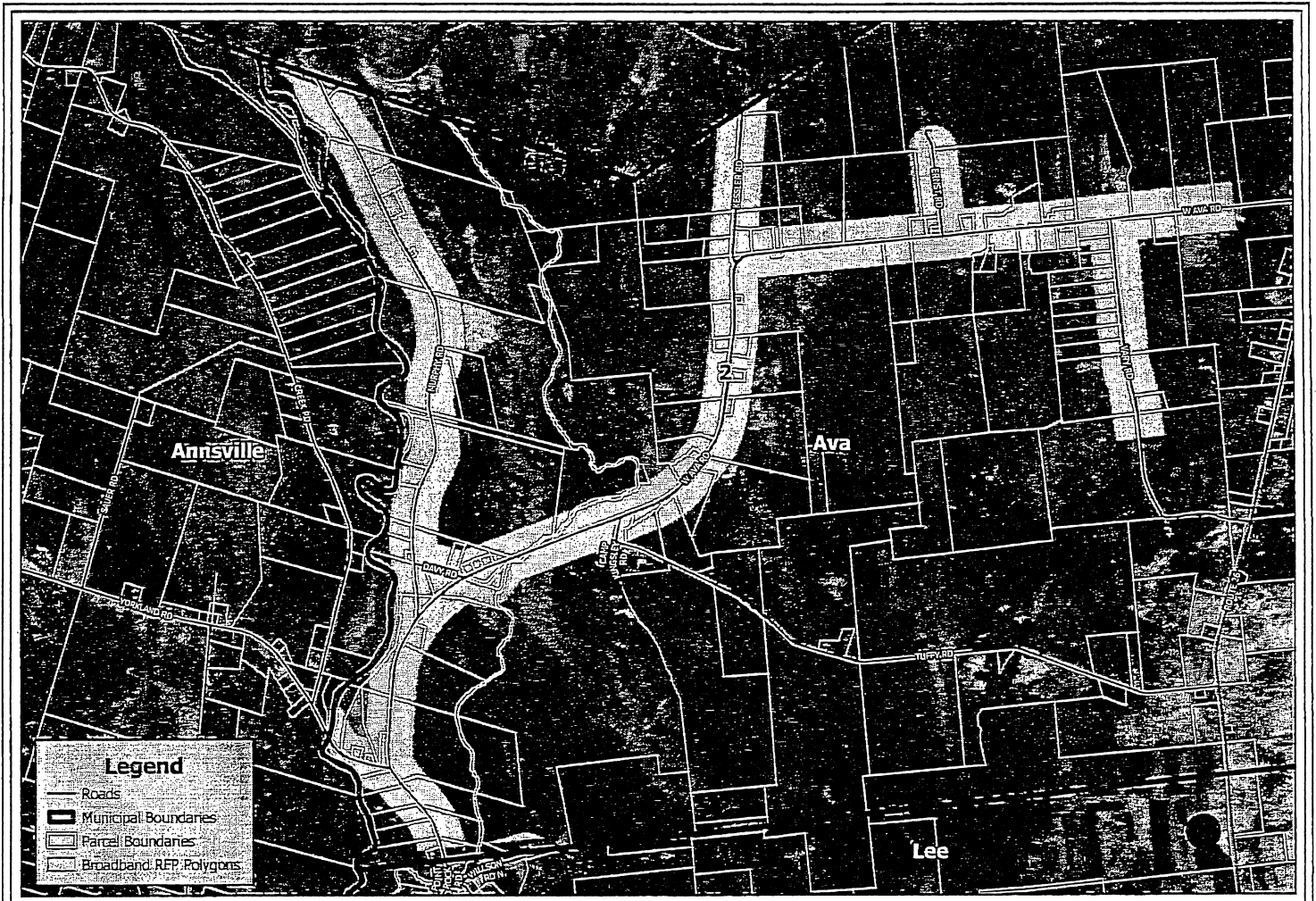
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Forestport 6 - Broadband RFP Service Areas

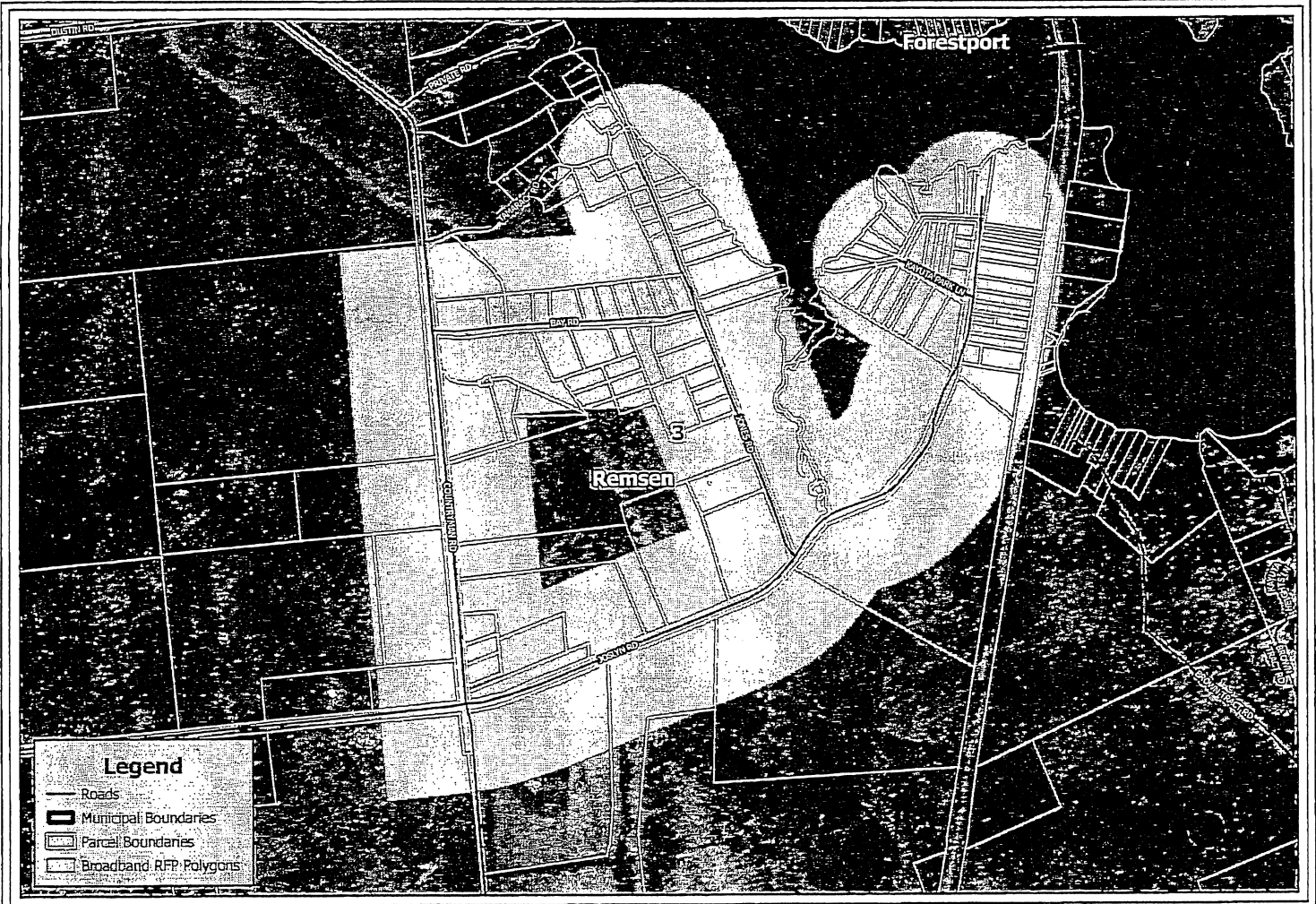
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Boonville 4 - Broadband RFP Service Areas

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Remsen 3 Broadband Basemap

Exhibit B
(Construction Work Schedules)

Vienna 1

Adirondack Techs
Project Lead

KM UG	9
KM AR	0
EN	S1

Project Start:

Display Week:

Task	Resources	Progress	Start	End	May 1, 2023	May 8, 2023	May 15, 2023	May 22, 2023	May 29, 2023	Jun 5, 2023	Jun 12, 2023	Jun 19, 2023
Phase 1: Surveying												
Surveying	2 Man Crew	0%	5/8/23	5/11/23								
Network Design	1 Man Crew	0%	5/11/23	5/12/23								
Phase 2: Construction												
Headend Cabinet	3 Man Crew	0%	5/19/23	5/30/23								
Equipment Installation	1 Man Crew	0%	5/30/23	6/8/23								
Equipment Testing	1 Man Crew	0%	6/8/23	6/19/23								
Fiber Installation	4 Man Crew	0%	5/19/23	6/5/23								
Electrical Service Insta	3 Man Crew	0%	5/19/23	5/30/23								
Phase 3: Splicing												
Fiber Splicing	2 Man Crew	0%	6/5/23	6/21/23								
Headend Splicing	1 Man Crew	0%	6/19/23	6/28/23								
Phase 4: Testing												
Fiber Testing	2 Man Crew	0%	6/21/23	6/22/23								

Insert new rows ABOVE this one

Vienna 2 - Dependent on Vienna 1

Adirondack Techs
Project Lead

KM UG	5
KM AR	0
EN	13

Project Start:

Display Week:

				May 1, 2023	May 8, 2023	May 15, 2023	May 22, 2023	May 29, 2023	Jun 5, 2023	Jun 12, 2023	Jun 19, 2023	
				1	2	3	4	5	6	7	8	
Phase 1 - Surveying												
Surveying	2 Man Crew	0%	5/8/23	5/9/23								
Network Design	1 Man Crew	0%	5/9/23	5/9/23								
Phase 2 - Construction												
Headend Cabinet	3 Man Crew	0%	5/16/23	5/25/23								
Equipment Installation	1 Man Crew	0%	5/25/23	6/5/23								
Equipment Testing	1 Man Crew	0%	6/5/23	6/14/23								
Fiber Installation	4 Man Crew	0%	5/16/23	5/24/23								
Electrical Service Install	3 Man Crew	0%	5/16/23	5/25/23								
Phase 3 - Splicing												
Fiber Splicing	2 Man Crew	0%	5/24/23	5/29/23								
Headend Splicing	1 Man Crew	0%	6/14/23	6/23/23								
Phase 4 - Testing												
Fiber Testing	2 Man Crew	0%	5/29/23	5/29/23								

Insert new rows ABOVE this one

Vienna 6 - Dependent on Vienna 1

Adirondack Techs
Project Lead

Project Start:
Display Week:

KM UG	3
KM AR	0
EN	9

				May 1, 2023	May 8, 2023	May 15, 2023	May 22, 2023	May 29, 2023	Jun 5, 2023	Jun 12, 2023	Jun 19, 2023
				1	2	3	4	5	6	7	8
Phase 1: Surveying											
Surveying	2 Man Crew	0%	5/8/23 - 5/9/23								
Network Design	1 Man Crew	0%	5/9/23 - 5/9/23								
Phase 2: Construction											
Headend Cabinet	3 Man Crew	0%	5/16/23 - 5/25/23								
Equipment Installation	1 Man Crew	0%	5/25/23 - 6/5/23								
Equipment Testing	1 Man Crew	0%	6/5/23 - 6/14/23								
Fiber Installation	4 Man Crew	0%	5/16/23 - 5/22/23								
Electrical Service Insta	3 Man Crew	0%	5/16/23 - 5/25/23								
Phase 3: Splicing											
Fiber Splicing	2 Man Crew	0%	5/22/23 - 5/24/23								
Headend Splicing	1 Man Crew	0%	6/14/23 - 6/23/23								
Phase 4: Testing											
Fiber Testing	2 Man Crew	0%	5/24/23 - 5/24/23								

Insert new rows ABOVE this one

Forestport 6

Adirondack Techs
Project Lead

KM UG	24
KM AR	0
EN	76

Project Start:

Display Week:

TASK	ACCOMPLISHED	PROGRESS	START	END	Gantt Chart																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
					May 1, 2023	May 8, 2023	May 15, 2023	May 22, 2023	May 29, 2023	Jun 5, 2023	Jun 12, 2023	Jun 19, 2023	Jun 26, 2023	Jul 3, 2023	Jul 10, 2023	Jul 17, 2023	Jul 24, 2023	Jul 31, 2023	Aug 7, 2023	Aug 14, 2023	Aug 21, 2023	Aug 28, 2023	Sep 4, 2023	Sep 11, 2023	Sep 18, 2023	Sep 25, 2023	Oct 2, 2023	Oct 9, 2023	Oct 16, 2023	Oct 23, 2023	Oct 30, 2023	Nov 6, 2023	Nov 13, 2023	Nov 20, 2023	Nov 27, 2023	Dec 4, 2023	Dec 11, 2023	Dec 18, 2023	Dec 25, 2023	Jan 1, 2024	Jan 8, 2024	Jan 15, 2024	Jan 22, 2024	Jan 29, 2024	Feb 5, 2024	Feb 12, 2024	Feb 19, 2024	Feb 26, 2024	Mar 5, 2024	Mar 12, 2024	Mar 19, 2024	Mar 26, 2024	Apr 2, 2024	Apr 9, 2024	Apr 16, 2024	Apr 23, 2024	Apr 30, 2024	May 7, 2024	May 14, 2024	May 21, 2024	May 28, 2024	Jun 4, 2024	Jun 11, 2024	Jun 18, 2024	Jun 25, 2024	Jul 2, 2024	Jul 9, 2024	Jul 16, 2024	Jul 23, 2024	Jul 30, 2024	Aug 6, 2024	Aug 13, 2024	Aug 20, 2024	Aug 27, 2024	Sep 3, 2024	Sep 10, 2024	Sep 17, 2024	Sep 24, 2024	Oct 1, 2024	Oct 8, 2024	Oct 15, 2024	Oct 22, 2024	Oct 29, 2024	Nov 5, 2024	Nov 12, 2024	Nov 19, 2024	Nov 26, 2024	Dec 3, 2024	Dec 10, 2024	Dec 17, 2024	Dec 24, 2024	Jan 7, 2025	Jan 14, 2025	Jan 21, 2025	Jan 28, 2025	Feb 4, 2025	Feb 11, 2025	Feb 18, 2025	Feb 25, 2025	Mar 4, 2025	Mar 11, 2025	Mar 18, 2025	Mar 25, 2025	Apr 1, 2025	Apr 8, 2025	Apr 15, 2025	Apr 22, 2025	Apr 29, 2025	May 6, 2025	May 13, 2025	May 20, 2025	May 27, 2025	Jun 3, 2025	Jun 10, 2025	Jun 17, 2025	Jun 24, 2025	Jul 1, 2025	Jul 8, 2025	Jul 15, 2025	Jul 22, 2025	Jul 29, 2025	Aug 5, 2025	Aug 12, 2025	Aug 19, 2025	Aug 26, 2025	Sep 2, 2025	Sep 9, 2025	Sep 16, 2025	Sep 23, 2025	Sep 30, 2025	Oct 7, 2025	Oct 14, 2025	Oct 21, 2025	Oct 28, 2025	Nov 4, 2025	Nov 11, 2025	Nov 18, 2025	Nov 25, 2025	Dec 2, 2025	Dec 9, 2025	Dec 16, 2025	Dec 23, 2025	Dec 30, 2025	Jan 6, 2026	Jan 13, 2026	Jan 20, 2026	Jan 27, 2026	Feb 3, 2026	Feb 10, 2026	Feb 17, 2026	Feb 24, 2026	Mar 2, 2026	Mar 9, 2026	Mar 16, 2026	Mar 23, 2026	Mar 30, 2026	Apr 6, 2026	Apr 13, 2026	Apr 20, 2026	Apr 27, 2026	May 4, 2026	May 11, 2026	May 18, 2026	May 25, 2026	Jun 1, 2026	Jun 8, 2026	Jun 15, 2026	Jun 22, 2026	Jun 29, 2026	Jul 6, 2026	Jul 13, 2026	Jul 20, 2026	Jul 27, 2026	Aug 3, 2026	Aug 10, 2026	Aug 17, 2026	Aug 24, 2026	Aug 31, 2026	Sep 7, 2026	Sep 14, 2026	Sep 21, 2026	Sep 28, 2026	Oct 5, 2026	Oct 12, 2026	Oct 19, 2026	Oct 26, 2026	Nov 2, 2026	Nov 9, 2026	Nov 16, 2026	Nov 23, 2026	Nov 30, 2026	Dec 7, 2026	Dec 14, 2026	Dec 21, 2026	Dec 28, 2026	Jan 4, 2027	Jan 11, 2027	Jan 18, 2027	Jan 25, 2027	Feb 1, 2027	Feb 8, 2027	Feb 15, 2027	Feb 22, 2027	Feb 29, 2027	Mar 6, 2027	Mar 13, 2027	Mar 20, 2027	Mar 27, 2027	Apr 3, 2027	Apr 10, 2027	Apr 17, 2027	Apr 24, 2027	May 1, 2027	May 8, 2027	May 15, 2027	May 22, 2027	May 29, 2027	Jun 5, 2027	Jun 12, 2027	Jun 19, 2027	Jun 26, 2027	Jul 3, 2027	Jul 10, 2027	Jul 17, 2027	Jul 24, 2027	Jul 31, 2027	Aug 7, 2027	Aug 14, 2027	Aug 21, 2027	Aug 28, 2027	Sep 4, 2027	Sep 11, 2027	Sep 18, 2027	Sep 25, 2027	Oct 2, 2027	Oct 9, 2027	Oct 16, 2027	Oct 23, 2027	Oct 30, 2027	Nov 6, 2027	Nov 13, 2027	Nov 20, 2027	Nov 27, 2027	Dec 4, 2027	Dec 11, 2027	Dec 18, 2027	Dec 25, 2027	Jan 1, 2028	Jan 8, 2028	Jan 15, 2028	Jan 22, 2028	Jan 29, 2028	Feb 5, 2028	Feb 12, 2028	Feb 19, 2028	Feb 26, 2028	Mar 5, 2028	Mar 12, 2028	Mar 19, 2028	Mar 26, 2028	Apr 2, 2028	Apr 9, 2028	Apr 16, 2028	Apr 23, 2028	Apr 30, 2028	May 7, 2028	May 14, 2028	May 21, 2028	May 28, 2028	Jun 4, 2028	Jun 11, 2028	Jun 18, 2028	Jun 25, 2028	Jul 2, 2028	Jul 9, 2028	Jul 16, 2028	Jul 23, 2028	Jul 30, 2028	Aug 6, 2028	Aug 13, 2028	Aug 20, 2028	Aug 27, 2028	Sep 3, 2028	Sep 10, 2028	Sep 17, 2028	Sep 24, 2028	Oct 1, 2028	Oct 8, 2028	Oct 15, 2028	Oct 22, 2028	Oct 29, 2028	Nov 5, 2028	Nov 12, 2028	Nov 19, 2028	Nov 26, 2028	Dec 3, 2028	Dec 10, 2028	Dec 17, 2028	Dec 24, 2028	Dec 31, 2028	Jan 7, 2029	Jan 14, 2029	Jan 21, 2029	Jan 28, 2029	Feb 4, 2029	Feb 11, 2029	Feb 18, 2029	Feb 25, 2029	Mar 4, 2029	Mar 11, 2029	Mar 18, 2029	Mar 25, 2029	Apr 1, 2029	Apr 8, 2029	Apr 15, 2029	Apr 22, 2029	Apr 29, 2029	May 6, 2029	May 13, 2029	May 20, 2029	May 27, 2029	Jun 3, 2029	Jun 10, 2029	Jun 17, 2029	Jun 24, 2029	Jul 1, 2029	Jul 8, 2029	Jul 15, 2029	Jul 22, 2029	Jul 29, 2029	Aug 5, 2029	Aug 12, 2029	Aug 19, 2029	Aug 26, 2029	Sep 2, 2029	Sep 9, 2029	Sep 16, 2029	Sep 23, 2029	Sep 30, 2029	Oct 7, 2029	Oct 14, 2029	Oct 21, 2029	Oct 28, 2029	Nov 4, 2029	Nov 11, 2029	Nov 18, 2029	Nov 25, 2029	Dec 2, 2029	Dec 9, 2029	Dec 16, 2029	Dec 23, 2029	Dec 30, 2029	Jan 6, 2030	Jan 13, 2030	Jan 20, 2030	Jan 27, 2030	Feb 3, 2030	Feb 10, 2030	Feb 17, 2030	Feb 24, 2030	Mar 2, 2030	Mar 9, 2030	Mar 16, 2030	Mar 23, 2030	Mar 30, 2030	Apr 6, 2030	Apr 13, 2030	Apr 20, 2030	Apr 27, 2030	May 4, 2030	May 11, 2030	May 18, 2030	May 25, 2030	Jun 1, 2030	Jun 8, 2030	Jun 15, 2030	Jun 22, 2030	Jun 29, 2030	Jul 6, 2030	Jul 13, 2030	Jul 20, 2030	Jul 27, 2030	Aug 3, 2030	Aug 10, 2030	Aug 17, 2030	Aug 24, 2030	Aug 31, 2030	Sep 7, 2030	Sep 14, 2030	Sep 21, 2030	Sep 28, 2030	Oct 5, 2030	Oct 12, 2030	Oct 19, 2030	Oct 26, 2030	Nov 2, 2030	Nov 9, 2030	Nov 16, 2030	Nov 23, 2030	Nov 30, 2030	Dec 7, 2030	Dec 14, 2030	Dec 21, 2030	Dec 28, 2030	Jan 4, 2031	Jan 11, 2031	Jan 18, 2031	Jan 25, 2031	Feb 1, 2031	Feb 8, 2031	Feb 15, 2031	Feb 22, 2031	Feb 29, 2031	Mar 6, 2031	Mar 13, 2031	Mar 20, 2031	Mar 27, 2031	Apr 3, 2031	Apr 10, 2031	Apr 17, 2031	Apr 24, 2031	May 1, 2031	May 8, 2031	May 15, 2031	May 22, 2031	May 29, 2031	Jun 5, 2031	Jun 12, 2031	Jun 19, 2031	Jun 26, 2031	Jul 3, 2031	Jul 10, 2031	Jul 17, 2031	Jul 24, 2031	Jul 31, 2031	Aug 7, 2031	Aug 14, 2031	Aug 21, 2031	Aug 28, 2031	Sep 4, 2031	Sep 11, 2031	Sep 18, 2031	Sep 25, 2031	Oct 2, 2031	Oct 9, 2031	Oct 16, 2031	Oct 23, 2031	Oct 30, 2031	Nov 6, 2031	Nov 13, 2031	Nov 20, 2031	Nov 27, 2031	Dec 4, 2031	Dec 11, 2031	Dec 18, 2031	Dec 25, 2031	Jan 1, 2032	Jan 8, 2032	Jan 15, 2032	Jan 22, 2032	Jan 29, 2032	Feb 5, 2032	Feb 12, 2032	Feb 19, 2032	Feb 26, 2032	Mar 5, 2032	Mar 12, 2032	Mar 19, 2032	Mar 26, 2032	Apr 2, 2032	Apr 9, 2032	Apr 16, 2032	Apr 23, 2032	Apr 30, 2032	May 7, 2032	May 14, 2032	May 21, 2032	May 28, 2032	Jun 4, 2032	Jun 11, 2032	Jun 18, 2032	Jun 25, 2032	Jul 2, 2032	Jul 9, 2032	Jul 16, 2032	Jul 23, 2032	Jul 30, 2032	Aug 6, 2032	Aug 13, 2032	Aug 20, 2032	Aug 27, 2032	Sep 3, 2032	Sep 10, 2032	Sep 17, 2032	Sep 24, 2032	Oct 1, 2032	Oct 8, 2032	Oct 15, 2032	Oct 22, 2032	Oct 29, 2032	Nov 5, 2032	Nov 12, 2032	Nov 19, 2032	Nov 26, 2032	Dec 3, 2032	Dec 10, 2032	Dec 17, 2032	Dec 24, 2032	Dec 31, 2032	Jan 7, 2033	Jan 14, 2033	Jan 21, 2033	Jan 28, 2033	Feb 4, 2033	Feb 11, 2033	Feb 18, 2033	Feb 25, 2033	Mar 4, 2033	Mar 11, 2033	Mar 18, 2033	Mar 25, 2033	Apr 1, 2033	Apr 8, 2033	Apr 15, 2033	Apr 22, 2033	Apr 29, 2033	May 6, 2033	May 13, 2033	May 20, 2033	May 27, 2033	Jun 3, 2033	Jun 10, 2033	Jun 17, 2033	Jun 24, 2033	Jul 1, 2033	Jul 8, 2033	Jul 15, 2033	Jul 22, 2033	Jul 29, 2033	Aug 5, 2033	Aug 12, 2033	Aug 19, 2033	Aug 26, 2033	Sep 2, 2033	Sep 9, 2033	Sep 16, 2033	Sep 23, 2033	Sep 30, 2033	Oct 7, 2033	Oct 14, 2033	Oct 21, 2033	Oct 28, 2033	Nov 4, 2033	Nov 11, 2033	Nov 18, 2033	Nov 25, 2033	Dec 2, 2033	Dec 9, 2033	Dec 16, 2033	Dec 23, 2033	Dec 30, 2033	Jan 6, 2034	Jan 13, 2034	Jan 20, 2034	Jan 27, 2034	Feb 3, 2034	Feb 10, 2034	Feb 17, 2034	Feb 24, 2034	Mar 2, 2034	Mar 9, 2034	Mar 16, 2034	Mar 23, 2034	Mar 30, 2034	Apr 6, 2034	Apr 13, 2034	Apr 20, 2034	Apr 27, 2034	May 4, 2034	May 11, 2034	May 18, 2034	May 25, 2034	Jun 1, 2034	Jun 8, 2034	Jun 15, 2034	Jun 22, 2034	Jun 29, 2034	Jul 6, 2034	Jul 13, 2034	Jul 20, 2034	Jul 27, 2034	Aug 3, 2034	Aug 10, 2034	Aug 17, 2034	Aug 24, 2034	Aug 31, 2034	Sep 7, 2034	Sep 14, 2034	Sep 21, 2034	Sep 28, 2034	Oct 5, 2034	Oct 12, 2034	Oct 19, 2034	Oct 26, 2034	Nov 2, 2034	Nov 9, 2034	Nov 16, 2034	Nov 23, 2034	Nov 30, 2034	Dec 7, 2034	Dec 14, 2034	Dec 21, 2034	Dec 28, 2034	Jan 4, 2035	Jan 11, 2035	Jan 18, 2035	Jan 25, 2035	Feb 1, 2035	Feb 8, 2035	Feb 15, 2035	Feb 22, 2035	Feb 29, 2035	Mar 6, 2035	Mar 13, 2035	Mar 20, 2035	Mar 27, 2035	Apr 3, 2035	Apr 10, 2035	Apr 17, 2035	Apr 24, 2035	May 1, 2035	May 8, 2035	May 15, 2035	May 22, 2035	May 29, 2035	Jun 5, 2035	Jun 12, 2035	Jun 19, 2035	Jun 26, 2035	Jul 3, 2035	Jul 10, 2035	Jul 17, 2035	Jul 24, 2035	Jul 31, 2035	Aug 7, 2035	Aug 14, 2035	Aug 21, 2035	Aug 28, 2035	Sep 4, 2035	Sep 11, 2035	Sep 18, 2035	Sep 25, 2035	Oct 2, 2035	Oct 9, 2035	Oct 16, 2035	Oct 23, 2035	Oct 30, 2035	Nov 6, 2035	Nov 13, 2035	Nov 20, 2035	Nov 27, 2035	Dec 4, 2035	Dec 11, 2035	Dec 18, 2035	Dec 25, 2035	Jan 1, 2036	Jan 8, 2036	Jan 15, 2036	Jan 22, 2036	Jan 29, 2036	Feb 5, 2036	Feb 12, 2036	Feb 19, 2036	Feb 26, 2036	Mar 5, 2036	Mar 12, 2036	Mar 19, 2036	Mar 26, 2036	Apr 2, 2036	Apr 9, 2036	Apr 16, 2036	Apr 23, 2036	Apr 30, 2036	May 7, 2036	May 14, 2036	May 21, 2036	May 28, 2036	Jun 4, 2036	Jun 11, 2036	Jun 18, 2036	Jun 25, 2036	Jul 2, 2036	Jul 9, 2036	Jul 16, 2036	Jul 23, 2036	Jul 30, 2036	Aug 6, 2036	Aug 13, 2036	Aug 20, 2036	Aug 27, 2036	Sep 3, 2036	Sep 10, 2036	Sep 17, 2036	Sep 24, 2036	Oct 1, 2036	Oct 8, 2036	Oct 15, 2036	Oct 22, 2036	Oct 29, 2036	Nov 5, 2036	Nov 12, 2036	Nov 19, 2036	Nov 26, 2036	Dec 3, 2036	Dec 10, 2036	Dec 17, 2036	Dec 24, 2036	Dec 31, 2036	Jan 7, 2037	Jan 14, 2037	Jan 21, 2037	Jan 28, 2037	Feb 4, 2037	Feb 11, 2037	Feb 18, 2037	Feb 25, 2037	Mar 4, 2037	Mar 11, 2037	Mar 18, 2037	Mar 25, 2037	Apr 1, 2037	Apr 8, 2037	Apr 15, 2037	Apr 22, 2037	Apr 29, 2037	May 6, 2037	May 13, 2037	May 20, 2037	May 27, 2037	Jun 3, 2037	Jun 10, 2037	Jun 17, 2037	Jun 24, 2037	Jul 1, 2037	Jul 8, 2037	Jul 15, 2037	Jul 22, 2037	Jul 29, 2037	Aug 5, 2037	Aug 12, 2037	Aug 19, 2037	Aug 26, 2037	Sep 2, 2037	Sep 9, 2037	Sep 16, 2037	Sep 23, 2037	Sep 30, 2037	Oct 7, 2037	Oct 14, 2037	Oct 21, 2037	Oct 28, 2037	Nov 4, 2037	Nov 11, 2037	Nov 18, 2037	Nov 25, 2037	Dec 2, 2037	Dec 9, 2037	Dec 16, 2037	Dec 23, 2037	Dec 30, 2037	Jan 6, 2038	Jan 13, 2038	Jan 20, 2038	Jan 27, 2038	Feb 3, 2038	Feb 10, 2038	Feb 17, 2038	Feb 24, 2038	Mar 2, 2038	Mar 9, 2038	Mar 16, 2038	Mar 23, 2038	Mar 30, 2038	Apr 6, 2038	Apr 13, 2038	Apr 20, 2038	Apr 27, 2038	May 4, 2038	May 11, 2038	May 18, 2038	May 25, 2038	Jun 1, 2038	Jun 8, 2038	Jun 15, 2038	Jun 22, 2038	Jun 29, 2038	Jul 6, 2038	Jul 13, 2038	Jul 20, 2038	Jul 27, 2038	Aug 3, 2038	Aug 10, 2038	Aug 17, 2038	Aug 24, 2038	Aug 31, 2038	Sep 7, 2038	Sep 14, 2038	Sep 21, 2038	Sep 28, 2038	Oct 5, 2038	Oct 12, 2038	Oct 19, 2038	Oct 26, 2038	Nov 2, 2038	Nov 9, 2038

Ava 2

Adirondack Techs
Project Lead

KM UG	15
KM AR	0
EN	38

Project Start:

Display Week:

				May 1, 2023							May 8, 2023							May 15, 2023							May 22, 2023							May 29, 2023							Jun 5, 2023							Jun 12, 2023							Jun 19, 2023						
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Phase 1: Surveying																																																											
Surveying	2 Man Crew	0%	5/8/23 - 5/15/23																																																								
Network Design	1 Man Crew	0%	5/15/23 - 5/16/23																																																								
Phase 2: Construction																																																											
Headend Cabinet	3 Man Crew	0%	5/23/23 - 6/1/23																																																								
Equipment Installation	1 Man Crew	0%	6/1/23 - 6/12/23																																																								
Equipment Testing	1 Man Crew	0%	6/12/23 - 6/21/23																																																								
Fiber Installation	4 Man Crew	0%	5/23/23 - 6/19/23																																																								
Electrical Service Insta	3 Man Crew	0%	5/23/23 - 6/1/23																																																								
Phase 3: Splicing																																																											
Fiber Splicing	2 Man Crew	0%	6/19/23 - 6/30/23																																																								
Headend Splicing	1 Man Crew	0%	6/21/23 - 6/30/23																																																								
Phase 4: Testing																																																											
Fiber Testing	2 Man Crew	0%	6/30/23 - 7/9/23																																																								

Insert new rows ABOVE this one

Boonville 4

Adirondack Techs
Project Lead

KM UG 14
KM AR 0
EN 38

Project Start: **Mon, 5/1/2023**
Display Week: **1**

				May 7, 2023	May 8, 2023	May 15, 2023	May 22, 2023	May 29, 2023	Jun 5, 2023	Jun 12, 2023	Jun 19, 2023
				1	2	3	4	5	6	7	8
Phase 1: Surveying											
Surveying	2 Man Crew	0%	5/8/23 - 5/15/23								
Network Design	3 Man Crew	0%	5/15/23 - 5/16/23								
Phase 2: Construction											
Headend Cabinet	2 Man Crew	0%	5/23/23 - 6/1/23								
Equipment Installation	1 Man Crew	0%	6/1/23 - 6/12/23								
Equipment Testing	1 Man Crew	0%	6/12/23 - 6/21/23								
Fiber Installation	4 Man Crew	0%	5/23/23 - 6/16/23								
Electrical Service Insta	3 Man Crew	0%	5/23/23 - 6/1/23								
Phase 3: Splicing											
Fiber Splicing	2 Man Crew	0%	6/16/23 - 6/29/23								
Headend Splicing	1 Man Crew	0%	6/21/23 - 6/30/23								
Phase 4: Testing											
Fiber Testing	2 Man Crew	0%	6/29/23 - 6/30/23								

Insert new rows ABOVE this one

Exhibit C
(Revenue Sharing Agreement)

REVENUE SHARING AGREEMENT

This Revenue Sharing Agreement (this "RSA"), made upon the date of its full execution ("Effective Date"), is entered into by and between the County of Oneida ("County"), a New York municipal corporation with offices at 800 Park Avenue, Utica, New York 13501, and Adirondack Techs, LLC, a New York domestic limited liability company with its principal offices at 30 Town Barn Road North, St. Regis Falls, New York 12980 (collectively with all successors and assigns, "Adirondack Techs"). The County and Adirondack Techs are each a "Party," and together are the "Parties".

RECITALS

WHEREAS, the Parties executed a Grant Agreement, dated 10/20/23 (the "Grant Agreement") whereby the County agreed to pay Adirondack Techs to provide broadband internet service in rural areas of the County, as described more fully in the Grant Agreement; and

WHEREAS, Adirondack Techs will build and own the fiber-to-the-home network described in the Grant Agreement, and as additional consideration for the Grant Agreement, Adirondack Techs agreed to pay the County a share of all revenue received from its customers within the Service Areas, as defined in the Grant Agreement, such payments to be made on an annual basis in perpetuity.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the Grant Agreement, and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows.

1. Capitalized Terms. Capitalized terms used but not defined in this RSA shall have the meanings ascribed to them in the Grant Agreement.
2. Annual Payment. No later than January 31, 2024, and each year thereafter, Adirondack Techs shall provide the County with a statement detailing all revenue received in the preceding calendar year from customers of Adirondack Techs within the Service Areas, along with payment by certified check made payable to the County equal to two percent (2%) of all gross revenue received in the preceding calendar year by Adirondack Techs from customers within the Service Areas during such preceding calendar year (the "Annual Payment"). Adirondack Techs shall make the Annual Payment each year in perpetuity.
3. Right to Audit Annual Payments. The County may, no more than one time per calendar year, have an independent representative of a certified public accounting firm inspect and audit the books, accounts, records, and reports of Adirondack Techs to determine the correctness of the Annual Payment for the prior calendar year. Such inspection and audit will be conducted only during normal business hours. In the event that such accountant concludes that discrepancies exist between the Annual Payment made and the amount correctly due, Adirondack Techs shall within 30 days pay, or the County shall within 30 days refund, as the case may be, the difference between the Annual Payment made and

the amount correctly due (the "Discrepancy Payment"); provided, however, that the Parties may instead agree to credit the Discrepancy Payment for or against future Annual Payments.

4. Assignment. Adirondack Techs shall not assign, transfer, convey, or otherwise dispose of this RSA or its right, title, or interest herein, or its power to execute the same, to any other person or corporation without the previous consent in writing of the County.
5. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal or personal representatives, successors, and permitted assigns. Adirondack Techs' obligation to make the Annual Payment hereunder shall not be extinguished by merger, acquisition, assignment, or change of name or form, unless expressly assumed by the successor entity and the County first agrees to such assumption in writing.
6. Applicable Law and Venue. This RSA shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of laws. In the event of any dispute concerning the interpretation or enforcement of this RSA, such dispute shall be raised in a court of competent jurisdiction located in Oneida County, New York, and each Party consents to such jurisdiction and waives any claim that venue in Oneida County, New York is inconvenient.
7. No Waiver. No waiver of any default under this RSA shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this RSA shall constitute a waiver, abandonment or relinquishment thereof.
8. Term. The term of this RSA shall commence upon the Effective Date and shall expire only upon the mutual agreement of the Parties in writing.

COUNTY OF ONEIDA

ADIRONDACK TECHS, LLC



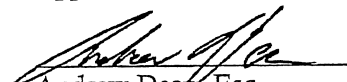
Anthony J. Picente, Jr.
County Executive

[insert] Chuck Robertson
[insert] Owner

Date:

Date: 6/28/2023

Approved:



Andrew Dean, Esq.
Assistant County Attorney

Exhibit D

(Addendum - Standard Oneida County Conditions)

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and Adirondack Techs, LLC ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

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

limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal

property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an

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

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

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

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

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

for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

February 5, 2024

FN 20 27-129

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

AIRPORT

WAYS & MEANS

**Re: Memorandum of Agreement with Air Force Research Laboratory Information
Directorate Rome Research Site**

Dear County Executive Picente:

Enclosed is a Memorandum of Agreement between the County and AFRL/RI that outlines the responsibilities, terms, obligations and mutual understandings between the County And AFRL/RI regarding the joint use of land, existing infrastructure within the confines of the former Griffiss Air Force Base, now Griffiss International Airport.

This MOA provides a formal mechanism for the parties to directly collaborate and fund mutually beneficial base support efforts and is intended to enhance the relationships of all entities that currently conduct business with the parties.

Should the enclosed meet with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

Enclosure



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

Anthony J. Picente, Jr.
County Executive
Date 2-8-24

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: Department of the Air Force
Air Force Research Laboratory Information
Directorate (AFRL/RI)
525 Brooks Road
Rome, NY 13441-4505

Title of Activity or Service: Memorandum of cooperative agreement

Proposed Dates of Operation: Upon execution

Client Population/Number to be Served: N/A

Summary Statement

- 1) **Narrative Description of Proposed Services:** to establish a formal mechanism for the parties to directly collaborate and fund mutually beneficial base support efforts and is intended to enhance the relationships of all entities that currently conduct business with the parties.

- 2) **Program/Service Objectives and Outcomes:** to enhance the relationships of all entities that currently conduct business with the parties.

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

Total Funding Requested: \$0 **Account #**

Oneida County Dept. Funding Recommendation: \$0

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

Federal: \$0 State: \$0 County: \$0

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

MEMORANDUM OF AGREEMENT

BETWEEN

**AIR FORCE RESEARCH LABORATORY, INFORMATION DIRECTORATE
ROME RESEARCH SITE, NEW YORK**

AND

ONEIDA COUNTY, NEW YORK

MOA #: FB2812-23310-021

1. BACKGROUND:

1.1. This is a memorandum of understanding (MOU), between the Air Force Research Laboratory, Information Directorate, Detachment 4, Rome Research Site, New York (AFRL/RI) and Oneida County, New York (OCNY). AFRL/RI is the primary organization responsible for implementation and operation of this MOA. OCNY is the primary organization responsible for implementation and operation of this MOA for organizations leasing and operating upon OCNY property and facilities. When referred to collectively, AFRL/RI and OCNY will be identified as "Parties."

1.2. AFRL/RI has an ongoing need for more industrial and laboratory facilities workspace to successfully and efficiently partner with private industry and conduct its current and future operations. The needed space is presently unavailable on the premises of Rome Research Site, NY. In addition, AFRL/RI has an ongoing need for a sustained pipeline for a scientific and technical workforce to meet its current staffing requirements.

1.3. OCNY, in an effort to expand its current corporate partnerships and local marketplace demands, has an ongoing need to maximize the facilities and land in close proximity to AFRL/RI operations. Moreover, OCNY requires space to facilitate AFRL/RI and corporate investments in facilities to enable more rapid research, development, test, evaluation, and maturation of novel and emerging technologies, including Congressional Interest Items for equipment that may not have a designated facilities space.

1.4. The joint use of the B101 Hangar Complex, Innovare Advancement Center, and surrounding facilities by the Parties addresses the needs of both organizations and creates significant efficiencies of scale in providing a collaborative industrial and laboratory work center fostering collaborative collisions, technology transfer and transition, training, and seamless externship/internship opportunities. The use ameliorates the space limitations/deficiencies faced by each Partner and also augments the Parties' existing capabilities.

2. AUTHORITIES:

2.1. DoDI 4000.19, *Support Agreements*.

2.2. AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, supplemented by AFRLI 25-201.

2.3. The Parties will comply with all applicable laws in its use and occupancy of all facilities. Nothing in this agreement shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

3. PURPOSE AND SCOPE:

3.1. This MOA outlines the responsibilities, terms, conditions, obligations, and mutual understandings between the Parties for the joint use of land, existing infrastructure, facilities, and improvements made to the property within the confines of the former Griffiss Air Force Base transferred to OCNY under Base Realignment and Closures.

3.2. This MOA provides a formal mechanism for the Parties to directly collaborate and fund mutually beneficial base support efforts that are currently known and that are reasonably expected to impact the Parties in the near future.

3.3. This MOA acknowledges there are other impacted entities that conduct business with the Parties, including private industry, and non-profit organizations holding Partner Intermediary Agreements with AFRL/RI, and leases or other agreements with OCNY. This MOA is intended to enhance the relationships of all entities that conduct business with the Parties. The terms of this MOA were crafted with consideration to not disturb, or alter, any currently existing relationships with the Parties and other entities.

3.4. REAL PROPERTY PREMISES AND DESCRIPTION: There are currently two facilities that the Parties have joint interest in maintaining and improving.

3.5. The first facility is the Building 101 aircraft hangar complex located on the Griffiss International Airport-RME, located at 394 Hangar Rd, Rome, NY 13441. Post BRAC, AFRL/RI retained ownership of the southeast portion of the complex, approximately twenty-five percent (25%) of the adjoined four-hangar complex. The other three hangars consist of seventy-five (75%) of the hangar complex, which OCNY owns and leases to private entities. The entire complex is serviced by jointly used utility infrastructure, including water mains, lines, and drainage, which remain comingled to this day. It is cost prohibitive and operationally prohibitive for either Partner to bifurcate the built infrastructure that transits the real property and facilities of this complex. The Parties previously agreed and are memorializing here that the OCNY maintains the water utility account as OCNY and leaseholders are the predominant consumers of water in the complex. AFRL/RI operations use minimal water for latrines and sinks. At this time the Parties agree to maintain the existing usage. OCNY may arrange a billing mechanism for AFRL/RI to reimburse for actual water consumption.

3.6. The second facility is, Building 100 (which includes the Innovare Advancement Center (IAC)), located at 592 Hangar Road, Rome, NY 13441, is a world-class collaboration space consisting of meeting rooms, a conference center, laboratories for quantum information sciences,

micro-electronics, and software development. The Griffiss Institute, under a lease with OCNY and a Partner Intermediary Agreement with AFRL/RI currently operates the IAC facilities. Griffiss Institute holds a separate Partner Intermediary Agreement for the U.S. Air Force STEM outreach program activities which are also conducted at the IAC.

3.7. AFRL/RI owns and operates five distinct and separate parcels of land in the Central New York area, with its primary site located at 26 Electronic Pkwy, Rome, NY 13441, officially referred to as Rome Research Site (RRS). The B101 Hangar Complex and IAC are directly across the street and a few minutes walking distance to the AFRL/RI RRS campus. OCNY owns and operates other facilities within walking and short commuting distance of the AFRL/RI RRS campus. Private industry, including AFRL/RI contractors, continue to expand in the immediate vicinity of the AFRL/RI RRS campus on land owned by OCNY. The Parties anticipate increasing demand for collaboratively developed facility and laboratory space in the coming years and decades surrounding the AFRL/RI RRS campus, the B101 Hangar Complex, and the IAC.

3.8. Insofar as it does not conflict with Federal law and/or DoD/USAF regulations and in furtherance of its obligations set forth in this agreement, AFRL/RI agrees to abide by the terms and conditions outlined in OCNY leases and communicate with OCNY or leaseholders of OCNY facilities on any concerns that arise.

3.9. AFRL/RI is expressly prohibited by Federal law and/or regulation to agree to the specific terms and conditions including indemnification clauses and acceptance of State jurisdiction. Federal agencies self-insure activities. Any/all claims filed against it will be remedied through the Federal Torts Claim Act, 28 U.S.C. §§ 1346/2674, or other controlling Federal legislation,

3.10. A separate real property agreement will not be made between the Parties. AFRL/RI will not take a real property interest in any property owned by OCNY. AFRL/RI presently intends to continue use of OCNY properties through contracts, grants, agreements, and other mechanisms.

3.11. Either Partner may place, construct, or make substantial improvements, structures, alterations, or additions to, or installation upon, and otherwise modify or alter their owned property and facilities with, or without, the prior written consent of the other Partner unless such alterations violate the terms of the Lease and/or this MOA or impair, conflict, or otherwise materially affect the operations of either Partner, including security requirements. All alternations that are known to impact the other Partner's property, facilities, or operations require the prior notification, preferably in writing, to prevent unplanned disruptions to either Partner's operations. Unless otherwise agreed in writing, all alterations shall remain the property of the altering Partner when added to the B100, B101, or other OCNY owned property. All improvements, to include repair and maintenance actions, made to the physical structure of any kind on OCNY land shall revert to OCNY at the expiration of the MOA. All removable equipment and temporary structures will remain the property of the owning Partner, unless abandoned or otherwise agreed to in writing.

3.12. *Assignments, Subleases, and Licenses* – This MOA in not intended to create real property interests that could be assigned, sublet, or licensed to entities by the Parties. The Parties acknowledge the value of any transaction involving the B101 Hangar Complex or the IAC to be consistent with the terms and conditions of this MOA. There is no requirement for either Partner to

obtain advanced approval or consent to assign, sublet, lease, or otherwise transact with Partner-owned property.

3.13. *Easements and Rights of Way* – This MOA does not require either Partner to modify or alter any existing easements, rights-of-way, and rights in an easement or right-of-way (collectively “Outgrants”) related to the B101 Hangar Complex and the IAC. The Parties currently have no plans to divest of any property identified in this MOA. The Parties agree to provide necessary access to property under its ownership and control for the purpose of operations, maintenance, sustainment, and other activities. This MOA formally recognizes the mutual need for access, including use of infrastructure that transits a Partner’s property. To ensure operational continuity, no separate real property instruments are required for such access and activities.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. JOINT RESPONSIBILITIES OF THE PARTIES:

4.1.1. *Ingress/Egress* – Each Partner shall control the use of its assigned areas. A Partner shall not impede the access to or freedom of movement within the other Partner’s assigned areas with the exception of properly coordinated security measures, actions taken in accordance with work safety protocols, and/or other actions agreed to by the Parties. Federal and or State regulators/inspectors, acting pursuant to and in furtherance of their official duties, shall be provided unimpeded access to areas of the facility necessary to conduct their operations. Security and/or safety protocols may require the regulators/inspectors be escorted by the affected Partner. Parties agree to notify the other Partner, as soon as practicable, when information becomes available of any on-going or future inspections.

4.1.2. *Safety* – Parties agree to take all necessary steps to conduct their operations in accordance with all State and Federal safety regulations, to include OSHA.

4.1.2.1. Each Partner is responsible for the day-to-day housekeeping and orderliness of its areas to ensure safe operations and to implement proper fire prevention techniques.

4.1.3. *Hazardous Material* – Parties agree to communicate any concerns involving hazardous material utilized and/or stored at the B101 Hangar Complex and the IAC and provide guidance concerning any risk associated with its presence, to include any necessary precautions.

4.1.4. *Environmental Issues* – This MOA does not change the ownership, interest, or activities that are currently taking place at any Partner location. Current and planned AFRL/RI operations have already undergone an Environmental Impact Analysis Process (EIAP) review pursuant to 32 C.F.R. Part 989. Environmental Baseline Survey (EBS) for the property transitioned to OCNV via the BRAC were accomplished. The provisions in this MOA do not trigger an additional EBS or EIAP requirement.

4.1.5. Each Partner shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the B101 Hangar and the IAC premises, including, without limitation, obtaining any environmental permits

required for its operations under this agreement. Each Partner, however, shall not be responsible for any act or omission of the other Partner that contaminates the premises; and each Partner agrees to comply with all applicable environmental laws and regulations as a result of any such act or omission; and to the extent permitted by law, each Partner agrees, with respect to its own acts or omissions, to hold the other Partner harmless from any action arising from contamination on, or migrating upon, the premises subject to this MOA.

4.1.6. Parties will immediately, or as soon as practicable, notify the other Partner of any issue(s) that could impact compliance with State and/or Federal environmental regulations.

4.1.7. *Equipment Use / Maintenance* – Each Partner is responsible for the control and maintenance of its own equipment. A Partner (Owner) may allow the use, on a non-interference basis, of its equipment by the other Partner (Borrower) if approved by the Owner's on-site supervisor responsible for overseeing the equipment. Borrower agrees to ensure the equipment is operated in accordance with proper safety protocols and under the supervision of a trained instructor or operator. Borrower assumes all responsibility and liability for any damage caused to the equipment and/or any other damages or injuries resulting from the use of the equipment when operated by the Borrower or its personnel.

4.1.8. Parties acknowledge that they will conduct their respective activities/operations within a multi-use facility and that conflicts may occur with regard to noise/light pollution, parking, personalities, and the like. Parties agree to address these matters with mutual respect and make all reasonable attempts to remedy these situations at the lowest level possible to the satisfaction of both Parties.

4.1.9. Any complaints and/or concerns regarding a Partner's inability or unwillingness to fulfill its obligations under this Agreement, if not remedied by on-site personnel, shall be brought to the attention of the POCs listed herein for action.

4.2. AFRL/RI RESPONSIBILITIES:

4.2.1. AFRL/RI shall notify OCNY of planned changes to the use of B101 Hangar space and planned changes to the Partner Intermediary Agreements that could impact the IAC facility.

4.2.2. AFRL/RI shall notify OCNY of known facility needs that OCNY may be able to provide due to routine and emerging funding for research and development initiatives, including Congressional Interest Item projects that AFRL/RI may not have adequate time to plan and execute for required laboratory space.

4.2.3. AFRL/RI shall perform all routine maintenance and repairs of the portion of the B101 Hangar owned by AFRL/RI and coordinate planned activities with OCNY to identify any mutually beneficial maintenance and service strategies for large maintenance projects.

4.2.4. AFRL/RI shall work with OCNY to establish payment protocols for the shared waterlines and other shared infrastructure that the Parties both use in the B101 Hangar.

4.2.5. AFRL/RI shall not conduct activities/operations that interfere with the Federal Aviation Authority certification of the Griffiss International Airport-RME.

4.3. OCNY RESPONSIBILITIES:

4.3.1. OCNYS shall maintain the water utility account for the B101 Hangar Complex and work with AFRL/RI to determine a shared cost amount for AFRL/RI usage of water.

4.3.2. OCNYS may notify AFRL/RI of planned Hangar Complex maintenance activities to determine if a mutually beneficial effort will be advantageous to the Parties.

4.3.3. OCNYS may provide information on base support service OCNYS assesses it can provide to AFRL/RI, including but not limited to trash removal, grounds maintenance, parking lot and road maintenance, snow and ice removal, and other services OCNYS performs in the immediate vicinity of the AFRL/RI RRS campus.

5. PERSONNEL:

5.1. Personnel – Each Partner is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Partner is responsible for supervision and management of its own personnel.

5.2. Personnel is defined as any person performing activities in furtherance of a Parties' operations. AFRL/RI personnel includes, but is not limited to, its employees, contractors, students, and AFRL/RI sponsored visitors. OCNYS personnel includes, but is not limited to, its employees, contractors, students, and OCNYS sponsored visitors.

5.3. All visitors are the responsibility of their host and must be supervised at all times to ensure compliance with this MOA. Host is responsible for providing and ensuring proper utilization of all required personal protective equipment for their respective visitors.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Partner may change its POC upon reasonable notice to the other Partner.

6.1.1. For AFRL/RI —

6.1.2. Primary POC: Gabriel Sbarglia, Chief, Integration and Operations Division, 315-330-7000, gabriel.sbarglia@us.af.mil

6.1.3. Alternate POC: Scott Podkowka, Deputy Chief, Integration and Operations Division, 315-330-4716, scott.podkowka@us.af.mil

6.1.4. For OCNYS —

6.1.5. Primary POC: Amanda Cortese-Kolasz, 315-798-5910, acortese-kolasz@ocgov.net

6.1.6. Alternate POC: Shaun Kaleta, 315-798-6080, skaleta@ocgov.net

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed as follows, or as may from time to time otherwise be directed by the Parties.

6.2.1. If to AFRL/RI:
AFRL Rome Research Site
Attn: RIO Division Chief
26 Electronic Parkway
Rome, NY 13441

6.2.2. If to OCNY:
Oneida County Office Building
Attn: County Attorney
800 Park Avenue
Utica, New York 13501

6.3. REVIEW OF AGREEMENT. This MOA is a non-reimbursable MOA serving as an overarching agreement between the Parties but allows for the Parties to establish task orders and other paid or reimbursable forms of interactions between the Parties. The Parties may review this MOA at any time but will ensure a mid-point review five years after the effective date. Reviews will include consideration of whether this MOA has had any financial impacts on either Partner. If there are substantial changes in resource requirements, the MOA will be reviewed in its entirety.

6.4. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Partner by giving at least thirty (30) days' written notice to the other Partner, or by mutual written consent of the Parties, but only after the work under any existing task orders or other arrangements involving reimbursements or payments between the Parties have been mutually terminated or completed.

6.7. TRANSFERABILITY. This MOA is not transferable.

6.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject

matter.

6.9. **EFFECTIVE DATE.** This MOA takes effect beginning on the day after the last Partner signs.

6.10. **EXPIRATION DATE.** This MOA is effective for a ten (10) year period and expires ten years after the effective date.

6.11. **CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT.** This is the first MOA between the Parties, so does not modify, cancel, or supersede any agreements between the Parties.

6.12. **NO THIRD PARTY BENEFICIARIES.** Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. **SEVERABILITY.** If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. **OTHER FEDERAL AGENCIES.** This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. **FINANCIAL DETAILS:** This MOA does not provide for reimbursement between the Parties.

(Signatures begin on next page and remainder of page is intentionally blank)

APPROVED:

FOR AFRL/RI

FRED E. GARCIA II, Colonel, USAF
Director, Information Directorate and
Commander, AFRL/Detachment 4

FOR ONEIDA COUNTY, NEW YORK



Anthony J. Picente Jr.
County Executive

11/31/24

Approved:



Amanda L. Cortese-Kolasz
County Attorney

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____

Signature and Name of Reviewer

Mid-Point Review completed by: _____

Signature and Name of Reviewer



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 29, 2024

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

FN 20 24-130

AIRPORT
WAYS & MEANS

Dear County Chairman:

Griffiss International Airport has been awarded a grant to for Zero Emissions Grant from the US Department of Transportation Federal Aviation. The grant is to be used to acquire two new zero emissions vehicles along with purchasing two single port charges. The grant requires a 5% match from Oneida County.

I therefore request your Board's approval to amend **Capital Project H-AIR - 123 Zero Emissions Vehicle Grant:**


A.) Establishment of Capital Project **H- AIR – 123 Zero Emission Vehicle Grant**

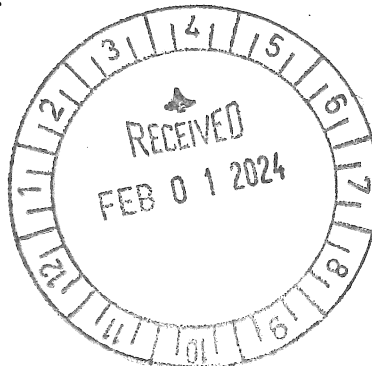
B.) Funding for Capital Project H – AIR – 123 is as follows:

H – AIR – 123 – 3589 State Aid – Capital – Other Transportation.	\$ 7,300.00
H – AIR – 123 – 4592 Federal Aid – Capital – Airport	\$146,008.00
H – AIR – 123 – 5031 -000 – Transfer From Other Funds.....	\$ 7,300.00
Total	\$160,608.00

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney
Budget
Airport Comm

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

January 31, 2024

FN 20 24-131

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

AIRPORT

WAYS & MEANS

Dear Mr. Picente:

This letter is regarding a proposed Unmanned Aerial Systems (UAS) Test Site Agreement between Oneida County and AX Enterprize, LLC. This agreement is for the purpose of establishing a teaming relationship between the County and AX Enterprize relative to the operation of the FAA Test Site with the goal of accomplishing UAS testing and related activities under DTFAC-14-A-00001, with the Federal Aviation Administration, Modification 0006 and Oneida County's SkyDome.

The agreement would have a commencement date of August 11, 2023 and terminate on August 10, 2026. The maximum annual compensation under the agreement would be \$575,000.00 for a total not to exceed \$1,725,000.00.

If this agreement meets with your approval, please forward to the Board of Legislators for further review.

Thank you for your continued support.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

EAA/rae



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

Anthony J. Picente, Jr.
County Executive

Date 2-1-23

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Ax Enterprize, LLC
4947 Commercial Drive
Yorkville, NY 13495

Title of Activity or Service:

Teaming Agreement

Proposed Dates of Operation:

August 11, 2023 – August 10, 2026

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This agreement is for the purpose of establishing a relationship between the County and AX Enterprise relative to the operation of the FAA Test Site and SkyDome.

2) Program/Service Objectives and Outcomes:

Accomplishment of UAS testing and related activities under DTFAC-14-A-00001, with the Federal Aviation Administration, Modification 0006, dated September 8, 2023 and operation of Oneida County’s SkyDome.

3) Program Design and Staffing: N/A

Total Funding Requested: \$1,725,000.00 Account #: A5610 5627.495-000

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources: County 100%

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments:

**ONEIDA COUNTY UNMANNED AERIAL SYSTEMS (“UAS”)
TEST SITE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the County of Oneida, through its Department of Aviation, Griffiss International Airport, a municipal corporation organized and existing under the laws of the State of New York and having an office at 800 Park Avenue, Utica, New York 13501 ("County"), and AX Enterprize, LLC, a Domestic Limited Liability Company existing under the laws of the state of New York and having a principal place of business at 4947 Commercial Drive, Yorkville, New York, 13495 (“AX”).

WHEREAS, the County owns and operates one of the UAS test sites designated by the Federal Aviation Administration (“FAA”) pursuant to the FAA Modernization and Reform Act of 2012 (the “FAA Designated Test Site”); and

WHEREAS, the County has entered into Other Transaction Agreement DTFAC-14-A-00001, with the Federal Aviation Administration, Modification 0006, dated September 8, 2023 a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the County owns “SkyDome,” currently the largest indoor/outdoor instrumented UAS cyber physical experimentation environment in the country that will support year-round development and testing of advanced UAS technologies including Radio Frequency (“RF”) spectrum-dependent, mobile, Cyber-Physical Systems (“CPS”), and autonomous swarms, located at its Griffiss International Airport; and

WHEREAS, AX has special experience and unique capabilities in systems engineering, data collection and interpretation and data management for UAS testing; and

WHEREAS, the parties desire to enter into this Agreement to establish a teaming relationship relative to the operation of the FAA Test Site and SkyDome (hereinafter, collectively referred to as the “Oneida County UAS Test Site”), and to set forth terms, conditions and responsibilities for the management and operation of the Oneida County UAS Test Site; and

WHEREAS, this Agreement will enable each party to complement the unique assets and capabilities of the other and will provide customers using the Oneida County UAS Test Site with the best combination of capabilities to achieve the customer's objective;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. The term of this Agreement shall commence August 11, 2023, and shall continue for a period of three (3) years. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other. If (i) a party commits a material breach of this Agreement, and such breach continues for a period of thirty (30) days after receipt of written notice from the other party specifying the details

of such breach or (ii) a party commits a breach or violation of this Agreement that is incapable of cure, the non-breaching party may terminate this Agreement immediately upon giving the breaching party written notice thereof.

2. The County is and shall remain the sole owner of the Oneida County UAS Test Site, and shall be the “Test Site Operator” of the FAA Designated Test Site pursuant to the OTA.
3. AX shall provide technical, analytical, administrative and maintenance support to the County and to customers of the Oneida County UAS Test Site as follows:
 - a. FAA Designated Test Site services:
 - i. Perform all technical, testing and reporting requirements of the Test Site Operator as detailed in the OTA on behalf of Oneida County, including but not limited to safety consultants, operations consultants, and UAS pilots.
 - ii. Perform daily operation and maintenance of the FAA Designated Test Site and associated infrastructure.
 - iii. Ensure there is a properly executed lease of a UAS platform between the County and the FAA Designated Test Site customer to ensure compliance with any Certificate of Authorization and Waiver (COA) issued to the County prior to any test flight.
 - b. Oneida County UAS Test Site testing services:
 - i. Provide monthly reports that shall include results of tasks performed during the reporting period, planned future tasks, and an itemization of tests performed and fees charged to customers by AX.
 - ii. Provide briefings and demonstrations for visitors and potential customers.
 - iii. Answer technical inquiries from potential customers.
 - iv. Develop operating procedures and safety checklists for use of the Oneida County UAS Test Site.
 - v. Make recommendations to Oneida County regarding infrastructure needs at the UAS Test Site.
 - c. Software, hardware and network installation and management services:
 - i. Maintenance and periodic testing of system components to ensure that computers, software, and network equipment function as intended.
 - ii. Apply operating system and security updates, patches, and configuration changes.
 - iii. Add, remove, or update user account information, reset passwords, etc.
 - iv. Analyze system logs and identify potential issues with computer systems.

- v. Trouble shoot reported problems.
 - vi. Infrastructure performance monitoring and tuning.
- d. System security management services:
- i. Develop and maintain access control processes and procedures.
 - ii. Perform routine audit of systems and software to maintain Cybersecurity Maturity Model Certification (CMMC) level 2 compliance.
- e. RF spectrum management services:
- i. During SkyDome experiment execution, monitor the RF spectrum, especially aviation safety critical frequencies, inside and outside SkyDome.
 - ii. Promptly alert appropriate parties (e.g. Federal Aviation Administration tower) to any potentially dangerous emissions.
 - iii. Promptly de-power any equipment producing any unintended dangerous emissions (e.g., jamming signals that escape SkyDome).
- f. Maintain a comprehensive and up-to-date database of anticipated and actually observed RF emissions.
- i. Maintain capabilities (including the necessary hardware and software) for spectrum monitoring.
 - 1. Continuously monitor the spectrum initially, whenever any new transmitters, waveforms, etc. are introduced.
 - 2. Continuously monitor the spectrum during any high-risk activities, such as RF jamming.
 - ii. Automated monitoring and reporting including urgent alerts shall be 24 hours per day, 365 days per year.
 - iii. Review daily reports on all regular workdays and respond promptly to the urgent alerts.
4. The County shall be responsible for all material purchases, e.g., system software upgrades, hardware replacements, etc., required to maintain the current capabilities or necessary enhancements to the Oneida County UAS Test Site.
5. AX shall be responsible for any and all material and equipment purchases required for AX to perform the services detailed in paragraph 3 above other than those purchases required of the County in paragraph 4 above.
6. The County shall be responsible for marketing of the Oneida County UAS Test Site, unless specifically the County specifically delegates responsibility to AX. In the event the County delegates any responsibility for marketing to AX, AX shall be compensated for the same in accordance with paragraph 8 herein. Any and all marketing materials are subject to advance approval of the County.

7. The County shall pay AX an agreed not to exceed cost of \$575,000 per year, for the performance of the services in paragraph 3 above. AX shall bill the County for actual work performed each month at the rates contained in **Exhibit B**, attached hereto and made a part hereof, via Oneida County voucher with necessary supporting invoice and documentation attached. Payment for said vouchers shall be Net 30 days from the date of voucher. The parties may mutually agree to change the rates AX charges only on an annual basis commencing with each calendar year, and any change to the rates shall be made by execution of an amendment to this Agreement. The Parties further agree that the rates shall not increase more than seven percent (7%) from the previous year. In the event AX is required to travel or attend events in order to perform the services contained in paragraph 3 herein, AX shall be compensated for the same in accordance with paragraph 8 herein.
8. The County shall pay AX for actual costs incurred for any marketing responsibilities delegated to AX, for any necessary participation/registration fees for events where attendance is necessary or deemed desirable by the County in order to AX to perform the services detailed in paragraph 3 herein, and for any necessary travel expenses for travel that is necessary or deemed desirable by the County in order to AX to perform the services detailed in paragraph 3 herein in an agreed not to exceed cost of \$175,000 per year.
9. AX shall be responsible for day-to-day management and scheduling of customers for the Oneida County UAS Test Site, and shall report the same to the County as detailed herein. The County shall have the sole right to reject any proposed customer for the Oneida County UAS Test Site.
10. During the term of this Agreement, the parties shall make good faith efforts to secure customers for the Oneida County UAS Test Site from both the public and private sector.
11. Each party shall bear all costs, except for those specifically detailed herein, risks and liabilities incurred by it arising out of its performance of this Agreement. Neither party shall have any right to any reimbursement, payment or compensation of any kind from the other, other than that which is specifically detailed herein, unless otherwise specifically agreed in writing by the parties as an amendment or supplement to this Agreement.
12. Fees or pricing data quoted by either party, or a third party deemed necessary or desirable for participation in any testing service provided to a customer at the Oneida County UAS Test Site; if any, shall be firm and be detailed clearly in an itemized test price quote. Neither party has authority to quote pricing or fees on behalf of the other party without their specific approval as to the pricing and fees quoted.
13. AX shall be responsible for billing for services rendered at the Oneida County UAS Test Site and for collection of payment from customers.

14. AX shall provide the County with a detailed accounting of all tests scheduled and tests performed at the Oneida County UAS Test Site and payment of the County's associated fees as follows:
 - a. By the 5th day of each month, AX shall provide full and complete copies of all test price quotes and bills for test services issued in the prior calendar month.
 - b. By the 5th day of each month, AX shall provide a full and complete schedule of any and all confirmed or tentatively scheduled future tests at the Oneida County UAS Test Site known to it on said day.
 - c. Within 5 days of receipt of customer payment, AX shall provide to the County payment in full for the County's portion of testing fees for each test performed at the Oneida County UAS Test Site..
15. No audit rights are granted to either party under this Agreement.
16. This Agreement is non-exclusive. Subject to paragraph 11 above, nothing contained herein shall limit or restrict either party from quoting, offering to sell or selling to others (including, without limitation, customers outside the use of the Oneida County UAS Test Site) any items or services which it regularly offers for sale, or otherwise. Except as otherwise provided in this Agreement, each party is free to pursue on its own business that competes with the existing or proposed services or products of the other party and to cooperate and enter into agreements with third parties whose business or proposed business competes with the existing or proposed products or services of the other party. Neither party shall have any obligation to notify the other party of the existence of any opportunity.
17. Nothing herein shall be construed to create any relationship between the parties other than an independent contractor relationship. Reference to the parties operating as a "team" or as "team members" or having an "alliance" or "partnering," and use of any other like terms, refer only to the spirit of cooperation that exists between the parties and do not describe or create a legal partnership or any responsibility by one party for the obligations or liabilities of the other party except as expressly specified herein. Neither party is the agent, representative, partner or joint-venture partner of the other party and nothing contained herein shall be construed to create any such relationship. Neither party shall have any right or authority to bind or obligate the other party in any manner or to make any representation or warranty on behalf of the other party. The parties will not share any profits, losses or costs. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement is intended, or shall be construed, to provide or create any third party beneficiary rights or any liability, claim, cause of action or other rights of any kind in any customer or other person or entity.

18. Each party shall refrain from any negligence, willful or intentional deceptive, misleading and unethical practice that is or might be materially detrimental to the other party. Each party shall refrain from negligently, willfully or intentionally conducting its business in a way that materially reflects unfavorably on the other party, its goodwill and reputation. Neither party shall make false or misleading representations, warranties or guarantees with regard to the other party or its products and services. Except as set forth herein, neither party shall publish or employ, or cooperate in the publication or employment of any advertising material concerning the other party's services, except as expressly approved by the other party. Each party shall comply with all applicable laws and regulations in the performance of this Agreement. Neither party shall make any representations, warranties or guarantees to customers, potential customers or the trade generally, with respect to the other party, which are inconsistent with those contained in the literature provided by the other party or distributed directly by the other party. Neither party shall offer or make payments or gifts (monetary or otherwise) to any person for the purpose of influencing decisions in favor of either party or the parties' joint activities, directly or indirectly.

19. During the term of this Agreement, AX shall maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State where the property is located. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability ("CGL") coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - i. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from operations.
 - iii. County of Oneida shall be included as additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

 - b. Cyber-Security Insurance ("CSI") coverage with limits of Insurance of not less than \$1,000,000 each occurrence.
 - i. County of Oneida shall be included as additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

- c. Commercial Umbrella Insurance (“CUI”)
 - i. CUI limits must be at least \$5,000,000.
 - ii. County of Oneida shall be included as additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
 - d. Workers’ Compensation and Employer’s Liability
 - i. Statutory limits apply.
 - e. Waiver of Subrogation: AX waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, CSI, CUI, Workers’ Compensation and Employer’s Liability insurance maintained per requirements stated above.
 - f. Certificates of Insurance: AX shall provide a certificate of insurance for each type of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the policy where required. These certificates and the insurance policies required above must contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the County.
20. AX shall indemnify and hold harmless the County and its agents, officers, directors, elected officials, employees and agents from and against any and all damages, judgments, settlements, liabilities, costs and expenses incurred by, or awarded against the County as a result of, and defend the County against, any third party claim, demand or action, including, but not limited to: (i) arising out of or relating to any acts or omissions of AX in the performance of this Agreement; (ii) arising out of or relating to a material breach of the AX’s obligations hereunder; or (iii) any violation of FAA, federal, state or local statutes or regulations required in AX’s performance of this agreement.
21. AX’s obligations to defend, indemnify and hold the County harmless shall be subject to the following: (i) the County shall furnish prompt and timely written notice to AX of any claim, demand or action for which indemnity is or may be sought, (ii) AX shall have the right, at its option, to control any response thereto and the defense and/or settlement thereof, and (iii) the County shall provide reasonable assistance to AX, at AX’s cost and expense, in connection therewith. The County may participate, at its own expense, in the defense or settlement of any such claim or action with counsel of their own choice on a non-controlling basis. AX shall not enter into any settlement that does not contain an unconditional release of the County without obtaining the County’s prior consent, which shall not be unreasonably withheld or delayed.

22. AX's liability to the County under this Agreement is limited to the greater of its insurance policies or the amount paid to AX by the County under this Agreement. Neither AX nor the County will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property; death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
23. Services shall be performed with a degree of professional skill using sound practices and judgment normally exercised by recognized professional firms with respect to services of a similar nature. AX disclaims all warranties of any kind, express or implied, including without limitation, any warranty of title, merchantability or fitness for a particular purpose.
24. No transfer of ownership of any intellectual property will occur under this Agreement. The County grants AX a non-exclusive, non-transferable, worldwide, royalty-free right and license to use any County intellectual property that is necessary for AX to perform the ordered services. AX hereby grants the County a worldwide, non-exclusive, fully-paid, royalty-free license to reproduce and use copies of all deliverables provided hereunder for any purpose whatsoever.
25. Press Releases. AX shall not release any news release, public announcement, advertisement nor other publicity concerning this Agreement, the Oneida County UAS Test Site, or acceptance of a customer to use the Oneida County UAS Test Site without obtaining the prior written approval of the County. Any such publicity shall include and provide full consideration and representation of the respective roles and contributions of both parties.
26. This Agreement, including the performance and enforceability hereof, shall be governed by and construed in accordance with federal law of the United States of America, without regard to principles of conflicts of law where federal law is implicated. The Parties consent to the jurisdiction of the federal courts of the United States of America. If federal law is not applicable, this Agreement, including the performance and enforceability hereof, shall be governed in accordance with the laws of the State of New York. If the federal courts do not have jurisdiction, the Parties consent to the jurisdiction of the New York State Courts. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in the United States District Court for the Northern District of New York or a New York State Court of competent jurisdiction sitting in Oneida County, New York.
27. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the validity,

legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

28. Neither party shall assign this Agreement, or transfer its rights or obligations under this Agreement, without the prior written consent of the other. Any attempted assignment or transfer in contravention of this paragraph shall be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
29. This Agreement, including the attachments hereto (which are expressly made a part hereof), and all supplements and amendments that may be entered into, constitute the entire agreement and understanding between the parties and supersede any previous or contemporaneous understandings, commitments, representations or agreements, written or oral, regarding the subject matter hereof. Any supplements and amendments are incorporated into and made a part of this Agreement by reference. Any reference to this Agreement, whether herein or otherwise, shall include, without limitation, any and all supplements and amendments. The headings used in this Agreement are for convenience of reference only and shall not affect the meaning or construction of this Agreement. Telecopy signatures shall be relied upon as original signatures in all respects, regardless as to whether or not the parties subsequently circulate duplicate originals for signature.
30. No amendment or modification to this Agreement, or supplement, or waiver of any right or remedy of either party, shall be binding upon a party unless such amendment, modification, supplement or waiver is set forth in writing and signed by a duly authorized representative of each party. The waiver by a party of the breach of any provision hereof by the other party will not be construed as a waiver of any other or subsequent breach. No failure or delay by a party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
31. All notices sent pursuant to this Agreement must be in writing and will be deemed given three (3) days after being mailed by registered or certified mail postage prepaid, return receipt requested, or when received if hand delivered or sent by a reputable overnight courier (with tracking capabilities), in each case sent to a party at its address set forth on the first page of this Agreement (or to such other address as may be designated by a party by written notice).
32. Neither party shall be deemed in default of the Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, pandemic, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the

parties, provided that the party so affected uses commercially reasonable efforts to avoid and remove the causes of nonperformance and continues performance hereunder immediately after those causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss what, if any, other modification may be required to the terms of the Agreement, in order to reach a resolution.

33. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting a provision(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

By: Patricia J. Baskinger
Patricia J. Baskinger
Chief Executive Officer
Ax Enterprize, LLC

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

Approved:

Amanda L. Cortese-Kolasz, Esq.

EXHIBIT A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AAQ-630 ACQUISITION TEAM 3 FAA William J. Hughes Technical Center 4th Floor, Building 300 Atlantic City International Airport Atlantic City NJ 08405	CODE AAQ630-AFN	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ONEIDA COUNTY GRIFFISS INTERNATIONAL AIRPORT 592 HANGAR RD STE 200 ROME NY 13441-4522		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFACT-14-A-00001	
		10B. DATED (SEE ITEM 13) 12/30/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.) See Schedule \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Reference Article 11 - Changes, Modifications

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR/Special Representatives: HODGSON, ERIN
 The purpose of this modification is to incorporate the following changes:
 1) The OTA dated February 15, 2019 is hereby replaced in its entirety with the attached OTA dated September 8, 2023.
 2) COR changed from John Reinhardt to Erin Hodgson.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
 Discount Terms: STANDARD NET 30
 Period of Performance: 12/30/2013 to 09/30/2023

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Anthony J. Picente, Jr., Oneida County Executive	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin T. Frantz
15B. CONTRACTOR/OFFEROR (Signature of Person authorized to sign)	15C. DATE SIGNED 9/15/23
	16B. CONTRACT AUTHORITY (Signature of Contracting Officer)
	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 1701 COLUMBIA AVENUE COLLEGE PARK GA 30337	CODE AAQ510ATL-AFN	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ONEIDA, COUNTY OF Attn: JOSEPH J TIMPANO 800 PARK AVE 5TH FL UTICA US 135012939		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DTEFACT15A-00001
			10B. DATED (SEE ITEM 13) 07/20/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.) \$0.00
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Section G.4 of the Master Agreement: Interpretation or Modification

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR/Special Representatives: HODGSON, ERIN

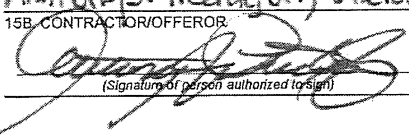
The purpose of this bilateral modification is to implement the following changes:

1. Change the Contracting Officer's Representative from Vishal Gupta to Erin Hodgson.

2. Increase the Master Agreement ceiling from \$7 Million to \$14 Million. Section B.1. of the Master Agreement (2) MA CEILING AMOUNT is hereby changed to read as follows: The total ceiling amount for all task orders issued under the UAS Test Sites Master Agreements, combined, is \$14 Million for the entire period of performance.

3. Implementation of the following AMS Clause 3.6.4-26 Prohibition on Using ByteDance Covered Applications Including TikTok
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Anthony J. Ricento, Jr., Oneida County Executive		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin T. Frantz	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/15/23	16B. CONTRACT AUTHORITY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
ONEIDA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(INTERIM--June 2023)</p> <p>(a) Definitions. As used in this clause- "Covered Application" means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. "Information technology," as defined in 40 U.S.C. 11101(6)-</p> <p>(1) Means any equipment, or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a Contractor under a contract with the executive agency that requires the use-</p> <p style="padding-left: 40px;">(i) Of that equipment; or</p> <p style="padding-left: 40px;">(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;</p> <p>(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but</p> <p>(3) Does not include any equipment acquired by a Federal Contractor incidental to a Federal contract.</p> <p>(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
ONEIDA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that a waiver has been granted in accordance with AMS Guidance T3.6.4.A.19.c.(2). (c) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (c), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services. (End of clause) Discount Terms: PROMPT NET 30 Period of Performance: 07/20/2015 to 09/30/2023</p>				

Unmanned Aircraft Systems Test Site



OTHER TRANSACTION AGREEMENT (AGREEMENT)

DTFACT-14-A-00001

**Federal Aviation Administration and
Oneida County - Griffiss International Airport**

Modification 0006 – 9/8/2023

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ARTICLE 1. PARTIES

The parties to this Other Transaction Agreement (Agreement) are the Federal Aviation Administration (FAA) and Oneida County - Griffiss International Airport (Test Site Operator) (each a party and, collectively, the parties).

ARTICLE 2. SCOPE

A. Purpose:

The purpose of this Agreement between the FAA and the Test Site Operator is to conduct research, testing, and provide for verification of the safety of UAS and related navigational procedures to safely integrate public and civil unmanned aircraft systems (UAS) into the National Airspace System (NAS).

For purposes of this Agreement, the terms Test Site and Test Range are defined as follows:

1. Test Range means only the airspace(s) identified in the Test Site Certificate(s) of Waiver or Authorization (“Test Site COA”) issued by the FAA to the Test Site Operator where flight(s) are conducted in accordance with the terms of the Test Site COA (Figure 1).
2. Test Site includes the defined Test Range(s) airspace and any/all ground infrastructure to include launch/recovery location(s). The launch/recovery locations do not necessarily have to be located in the underlying Test Range airspace (Figure 2). A Test Site may be comprised of multiple geographically dispersed Test Ranges.

Congress passed and the President signed the “FAA Modernization and Reform Act of 2012” (FMRA), which contained specific requirements related to the development of UAS Test Sites. FMRA is PL112 publ95: <http://www.gpo.gov/fdsys/pkg/PLAW-112publ95/pdf/PLAW-112publ95.pdf>

To meet the Congressional timeline and increasing demand from the UAS community, the FAA designated six (6) UAS Test Sites.

A seventh Test Site was added by Congress in the FAA Extension, Safety and Security Act of 2016 (FESSA 2016) is PL114-190: <https://www.congress.gov/114/plaws/publ190/PLAW-114publ190.pdf>

The FAA Reauthorization Act of 2018 (P.L. 115-254) extended the UAS Test Sites Pilot Program through September 30, 2023.

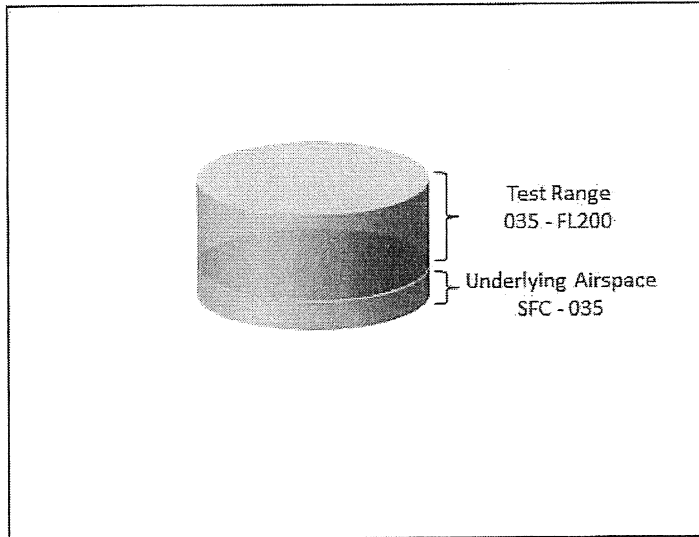


Figure 1: Test Range

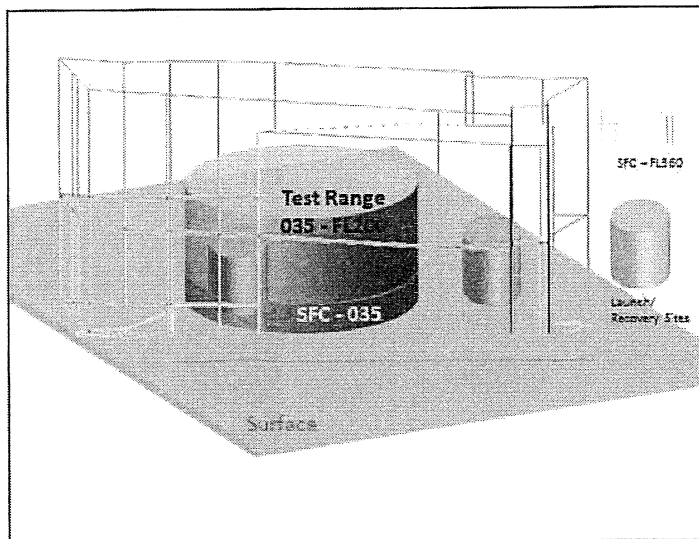


Figure 2: Test Site

B. Requirements

To meet the intent of the FMRA 2012 congressional language the FAA used the following approach to determine the site selection of the first six Test Sites:

1. The combined Test Site capabilities should provide an environment and opportunity to test:
 - a. Conventional takeoff and landing capability;
 - b. High speed flight (greater than 250 KIAS);
 - c. Maritime (launch/maneuver/recovery) capability;
 - d. Operations at extremely high altitudes (Class A airspace and above); and
 - e. Evaluation of dissimilar aircraft (including a mix of manned and unmanned aircraft) in multiple altitude structures.

2. In determining the location of the six (6) Test Sites, the FAA:
 - a. Considered geographic and climatic diversity;
 - b. Considered the location of ground infrastructure and research needs;
 - c. Consulted with the National Aeronautics and Space Administration and the
 - d. Department of Defense;
 - e. Considered the population density and air traffic density of the surrounding area of any proposed location as well as the potential impact areas in the event of incidents such as “fly away” given potential safety mitigations; and
 - f. Identified specific goals and objectives to be accomplished.

The UAS Test Sites/Range Operators identified in FMRA 2012 and FESSA 2016 must assist the FAA in its effort to safely and efficiently integrate UAS into the NAS.

C. Background

FAA Mission - The FAA has authority over the operation of all aircraft, including UAS and has a mandate to ensure public safety in aviation. The FAA has established an initiative to “develop policies, procedures, and approval processes to enable operation of UAS” (FAA Destination 2025) http://www.faa.gov/about/plans_reports/media/Destination2025.pdf.

National Need – A national need exists to integrate UAS into the NAS. In the FMRA of 2012 and FESSA of 2016, Congress directed the FAA to establish a pilot project to integrate unmanned aircraft systems into the NAS at seven (7) Test Sites. As part of this integration, standards and regulations need to be developed and validated by the FAA. The FAA intends to authorize UAS Test Sites to conduct research and provide for verification of the safety of UAS and related navigational procedures that will facilitate the FAA’s eventual development of standards and regulations. This development will include creation of a body of standards for the platform, operators, and flight operations, with a safety goal equivalent to that of manned flight. UAS Test Site Operators will perform research and development (R&D) activities to test and evaluate such standards and submit data and resulting reports to the FAA. An authorized UAS Test Site will serve as a data resource to organizations involved in UAS integration into the NAS including research. An authorized UAS Test Site, with pre-approved operating standards, allows for the evaluation and validation of proposed standards, processes, and procedures toward integrating UAS into the NAS.

D. Objective

The objective of the Agreement is to create an environment (Test Site) in the U.S. in which UAS research and development (R&D) and verification tests can occur under FAA safety oversight. The Test Site Operator will provide the FAA with data to facilitate the development of procedures, standards and regulations to facilitate the transition of UAS flights in the NAS.

The FAA will authorize the Test Site Operator to implement and operate the Test Site subject to the terms and conditions of the Test Site COA(s) issued by the FAA to the Test Site Operator, and will provide oversight of the operation as the FAA deems appropriate. The FAA will receive routine test data from the operation of the Test Site to support the FAA's development of the regulatory body needed for UAS. A risk-based approach will be implemented by the Test Site Operator, and approved by the FAA, from development through implementation of each unique series of flights.

E. General Requirements

The Other Transaction program performed under this Agreement must be performed in accordance with Appendix F, Obligations of the Parties. Any modifications of the Agreement will be by mutual agreement between the parties and will be incorporated into this Agreement by a formally executed written modification. Appendix G contains a list of acronyms. UAS Test Sites must serve the best interest of the public; therefore, exclusionary rights to access a Test Site are prohibited.

F. UAS Test Site Description

The Test Site Operator will operate and manage the UAS Test Site, principally located in Rome, NY. The Test Site Operator must utilize airspace, infrastructure and policies and procedures, either already existing or to be developed in coordination with the controlling FAA Air Route Traffic Control Center (ARTCC), Air Traffic Terminal Facility and or FAA Flight Service Station, to perform the work specified in this Agreement. The Test Site must be configured and operated with safety as its highest priority. The Test Range is not special-use airspace; therefore, existing Federal Regulations and procedures are in place to protect all air traffic and the public. The FAA reserves the right to grant special-use airspace to the Test Sites if deemed necessary to conduct higher risk R&D or verification operations. The Test Site Operator must use a Safety Management System (SMS) approach to integrate the management of safety risk into planning, operations and decision making. Additionally, a Safety Risk Management (SRM), approach must be used for the entire phase of preparation, management and actual UAS flights as defined in this Agreement. UAS are comprised of subsystems including the aircraft, control station, communications, software and training.

G. Airworthiness

The Test Site Operator must implement a SRM approach to assess UAS airworthiness utilizing a Test Site Operator-developed and FAA- reviewed or approved (at the FAA's discretion) process from which it may document and conclude that a sufficient level of airworthiness exists to allow for a statement of airworthiness to be issued and submitted by the Test Site Operator to the FAA. This process must be a systematic balanced view of airworthiness and risk, and must include

considerations of system configuration, failsafe characteristics, equipment installations, training, flight testing, flight operations checklists, communication/data links, automation levels, handling-qualities, and appropriate operating limitations and conditions for flight.

The Test Site Operator must develop airworthiness statements that will be kept on file for each UAS applicant to the Test Site. An example of an airworthiness assessment process is contained in Appendix C - Risk Hazard and Maturity Approach. A Test Site Operator Independent Safety Review Board (ISRB) must be created, and must review UAS airworthiness information and make recommendations before any flight operations commence for a particular UAS. In addition, a flight readiness review (FRR) must be conducted before each flight. The airworthiness assessment process must consider the history, if any, of the UAS platform. For instance, flights of new, untested platforms may require a very constrained environment and reduced operational area to ensure safety, while platforms with flight test histories may have fewer restrictions. In all cases, Test Site Operator must treat continuing airworthiness and safety as its highest goals.

H. Test Site Operator Requirements

1. The Test Site Operator must receive a Test Site COA from the FAA before conducting or authorizing any UAS operation at the Test Site. The FAA may adjust the Test Site COA requirements from time to time as it deems appropriate to ensure the safety and efficiency of the NAS, protect the public interest, or comply with applicable law.
2. Depending upon the nature of the operations, locations and airspaces associated with the Test Site, the Test Site Operator may be required to apply for and obtain more than one Test Site COA for UAS operations at the Test Site.
3. The Test Site Operator must (i) comply with all Test Site COA(s) issued to it by the FAA, and (ii) ensure that each operator it authorizes to conduct UAS operations at the Test Site complies with the applicable Test Site COA(s).
4. The Test Site Operator must develop SRM based procedures and processes to test, evaluate, and validate techniques, tactics, and Concept of Operations for proposed categories of UAS, in all appropriate classes of FAA airspace.
5. The Test Site Operator must perform UAS flights in a FAA-approved flight area, in accordance with established FAA processes. A Test Site Flight Planning Guide must be used by any applicant seeking to use the Test Site.
6. The Test Site Operator must provide engineering and operations support for any category of UAS and all mission types operated or utilized in any manner under this Agreement.
7. The Test Site Operator must coordinate planned FAA funded R&D testing with the FAA Project Manager within two business days of the use, or implementation, of data or information relied upon for the operational or flight question being tested. R&D subject to this provision is that which contributes to the integration of UAS; including

identifying opportunities to harmonize activities and processes with other UAS initiatives, both domestic and internationally.

8. As appropriate, the Test Site Operator must establish infrastructure, processes, and procedures to test, evaluate, validate, and operate remote sensing payloads.
9. As appropriate, the Test Site Operator may identify and propose refinements or revisions to their training requirements for UAS operators and maintainers.
10. The Test Site Operator must perform independent reliability and availability analyses of UAS and provision of system solutions with a view towards enhancing performance. The Test Site Operator must test and demonstrate at the subsystem level, multi-subsystem level, and system of systems level. For example, human factors expertise may allow for an evaluation of control stations that could be disparate among different UAS platforms.
11. As required, the Test Site Operator must conduct research to narrow the information gap related to the challenges of integrating UAS into the NAS and Air Traffic Management.
12. As required, the Test Site Operator must identify and define requirements for UAS system and/or subsystem certification, operators, and maintenance for operation in the NAS. The Test Site Operator must develop processes, procedures and controls for the safe guarding of intellectual property, proprietary and ITAR information and data.

I. Roles and Responsibilities

Parties are bound by duty of good faith and best effort in achieving the goals of the Agreement.

J. Type of Agreement:

This Agreement is an “other transaction agreement” and it is not to be, nor shall it be, construed as a partnership, corporation, or other business organization.

ARTICLE 3. PRIVACY

Privacy Policies

The Test Site Operator must:

- Have privacy policies governing all activities conducted under the Agreement, including the operation and relevant activities of the UAS authorized by the Test Site Operator.
- Make its privacy policies publicly available;

- Have a mechanism to receive and consider comments from the public on its privacy policies;
- Conduct an annual review of test site operations to verify compliance with stated privacy policy and practices and share those outcomes annually in a public forum with an opportunity for public feedback;
- Update its privacy policies as necessary to remain operationally current and effective; and
- Ensure the requirements of its privacy policies are applied to all operations conducted under this Agreement.

The Test Site Operator's privacy policies should be informed by Fair Information Practice Principles.

A. Compliance with Applicable Privacy Laws

For purposes of this Agreement, the term "Applicable Law" shall mean (i) a law, order, regulation, or rule of an administrative or legislative government body with jurisdiction over the matter in question, or (ii) a ruling, order, decision or judgment of a court with jurisdiction over the matter in question.

The Test Site Operator and its team members must operate in accordance with all Applicable Law regarding the protection of an individual's right to privacy (hereinafter referred to as "Privacy Laws").

If the U.S. Department of Justice or a state's law enforcement authority files criminal or civil charges over a potential violation of a Privacy Law, the FAA may take appropriate action including suspending or modifying the relevant operational authority (e.g., Certificate of Operation, or Agreement) until the proceedings are completed. If the proceedings demonstrate the operation was in violation of the Privacy Law, the FAA may terminate the relevant operational authority.

B. Change in Law

If during the term of this Agreement an Applicable Law comes into effect that may have an impact on UAS, including impacts on the privacy interests of individuals or entities affected by any operation of any UAS operating at the Test Site, such Applicable Law is applicable to the Agreement and the FAA may update or amend the Agreement to reflect these changes.

C. Transmission of Data to the FAA

The Test Site Operator should not provide or transmit to the FAA or its designees any data other than the data requested by the FAA pursuant to Article 5 of this Agreement.

D. Other Requirements

The Test Site Operator must:

- Maintain a record of all UAS operating at the test sites; and

- Require each Test Site Operator in the Test Site to have a written plan for the operator's use and retention of data collected by the UAS.

ARTICLE 4. EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which the FAA Contracting Officer signs. The Agreement will be in effect until 9/30/2023.

ARTICLE 5. DELIVERABLES AND REPORTING REQUIREMENTS

The Test Site Operator agrees to deliver to the FAA certain "data" deliverables at no cost to the FAA (the "Data Deliverables"). The term "data" is defined in Article 6. The Data Deliverables are specified in Appendix A.

ARTICLE 6. INTELLECTUAL PROPERTY

A. Rights to Intellectual Property Generated With Government Funding.

If the Government elects to fund work under this Agreement, the parties must issue a written modification to this Agreement that must specify the intellectual property rights for that work.

B. Rights to the Data Deliverables

Government requires certain licenses to the Data Deliverables. The applicable licenses/data rights to the Data Deliverables are specified in Appendix A.

C. Other Data

The Test Site Operator may at its discretion elect to deliver additional data to the Government at no cost to the Government. If so, the parties must agree in writing to the rights it assigns to the Government to that data.

D. Data Markings

The Test Site Operator must place a legend or other appropriate marking(s) on all data delivered to the Government under this Agreement. The markings must refer to this Agreement and accurately state the rights the Government's rights to that data. The Government will have unlimited rights in all unmarked data delivered under this Agreement.

E. Definitions

"Computer software" means:

- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operation; and,
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the Government but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

"Government Purpose Rights" means the rights to:

- (i) Use, modify, reproduce, release, perform, display, or disclose data within the Government without restriction; and,
- (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Proprietary Data" means data developed exclusively at private expense and outside of any Government contract, grant, or cooperative agreement.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical

nature that is included in computer databases.

"**Unlimited rights**" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

ARTICLE 7. LEGAL AUTHORITY

This Agreement is entered into under the authority of *The FAA Modernization and Reform Act of 2012, FAA Extension, Safety, and Security Act of 2016, FAA Reauthorization Act of 2018*, and 49 U.S.C. 106(l) and (m).

ARTICLE 8. POINTS OF CONTACT

- A. FAA Contracting Officer: (CO)
FAA William J. Hughes Technical Center
Attn: Stephen Jenniss, AAQ-630
Atlantic City International Airport, NJ 08405
Phone: (609) 485- 6687
Email: Stephen.Jenniss@faa.gov
- B. FAA Supervisory Contracting Officer: FAA William J. Hughes Technical Center Attn:
William Zeiger, AAQ-630
Atlantic City International Airport, NJ 08405
Phone: (609) 485-4389
Email: William.Zeiger@faa.gov
- C. FAA Contracting Officer Representative (COR): FAA National Headquarters
Attn: John Reinhardt, AUS-410
490 L'Enfant Plaza SW
3rd Floor, Rm 3200
Washington, DC 20024
Phone: (202) 267-5380
Email: John.Reinhardt@faa.gov
- D. Test Site Operator: Oneida County - Griffiss International Airport
Attn: Anthony J. Picente Jr., Oneida County Executive
592 Hangar Road, Suite 200,
Rome, NY 13441
Phone: (315) 863-5335
Email: apicente@ocgov.net

ARTICLE 9. FUNDING AND PAYMENT

The FAA does not intend to provide funding for this Agreement. Any costs associated with the performance of this Agreement are the responsibility of the Test Site Operator.

ARTICLE 10. APPROVAL OF TEAM MEMBERS

The Test Site Operator must maintain, on the UASTS Web Portal, a list of all executed teaming arrangements with team members, outside associates, and/or consultants, required by the Test Site Operator in connection with the services covered by this Agreement.

On an ad hoc basis the Test Site Operator must update the list (including additions, deletions or modifications) on the UASTS Web Portal whenever there is a change on the list.

ARTICLE 11. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement must be in writing and signed by an FAA CO and authorized Test Site representative at time of award. The Modification must cite the subject Agreement, and must state the exact nature of the Modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 12. TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party must take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE 13. ORDER OF PRECEDENCE

This Agreement and its attachments must be read and interpreted as a consistent whole. In the event of any inconsistency between the terms of the Agreement and its attachments, any inconsistency must be resolved by giving preference in the following order:

- The Agreement

- The Appendices

Some, all, or none of the information contained within the Test Site Operator's application submissions for the Test Site Selection process may be incorporated into the Agreement at the discretion of the FAA.

If there is any conflict between the terms of a Test Site COA and this Agreement, its Attachments, or the Test Site Operator's application submission for the Test Site selection process, the terms of the Test Site COA will take precedence.

ARTICLE 14. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction agreement." It is not a procurement contract, grant or cooperative Agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulations.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other.

ARTICLE 15. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. To the extent any dispute is not resolved by informal discussion, the parties agree to engage the services of the FAA's Office of Dispute Resolution for Acquisitions to provide mediation and other ADR services in a non-binding manner to assist the parties toward resolution. If these efforts are not successful, the FAA Contracting Officer signatory to this Agreement will make the final decision.

ARTICLE 16. WARRANTIES

No Warranty. Except as specifically stated in Article 11 (Changes, Modifications) the FAA makes no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

ARTICLE 17. INSURANCE

The Test Site Operator must arrange by insurance or otherwise for the full protection of FAA from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Test Site Operator, its employees, or contractors, or any third party acting on its behalf. The Test Site Operator agrees to hold the United States harmless against any claim by third persons for injury, death or property damage arising out of or in connection with its performance under this Agreement.

ARTICLE 18. LIABILITY

Tort Liability of Government. The U.S. Government is not, except for gross negligence, fraud, abuse, or misuse, responsible for any property of the Test Site Operator that is altered, damaged, or destroyed in the performance of this Agreement. Any liability of the U.S. Government is determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

Personal Injury and Damage to Property. The Test Site Operator agrees to save and hold the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence or omissions on the part of the Test Site Operator, its officers, agents, and employees in the performance of this Agreement.

ARTICLE 19. LOWER TIER AGREEMENTS

The Test Site Operator must include Articles 6 – Intellectual Property through 23 – Publicity and Press Releases suitably modified in all lower tier Agreements, regardless of tier.

ARTICLE 20. CIVIL RIGHTS ACT

The Test Site Operator must comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally-assisted programs and provide a certification to that effect.

ARTICLE 21. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, will be admitted to any share or

part of this Agreement, or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

ARTICLE 22. PROTECTION OF INFORMATION

The parties agree to protect from release information that is proprietary, privileged, or otherwise confidential. The FAA will protect data and or information in its possession in accordance with requirements and procedures set forth under the Freedom of Information Act, 5 USC §552(b), and any other applicable law, including but not limited to the Trade Secrets Act, 18 USC § 1905. Each party agrees to mark data or information as "proprietary" or "confidential," in a manner that is immediately apparent. Each party shall maintain, and to the extent necessary reproduce, any and all restrictive markings set forth on, applied to, and/or associated with, the information provided by the other party.

The FAA may deliver materials to the Test Site Operator that is internal to the FAA to enable research and development in furtherance of the UAS program. This information is unclassified but nonetheless is sensitive in nature (Sensitive Information) and must be protected by the Test Site Operator in accordance with FAA Order 1600.75. The FAA will mark materials requiring protection with the statement "SENSITIVE - NOT FOR DISTRIBUTION". The Test Site Operator may not distribute or discuss (verbally or in writing) Sensitive Information with anyone not a party to this Agreement except for the Test Site Operator's employees, agents, advisors, or team members.

Any document not marked "Sensitive" prior to distribution may not be marked as such at a later point in time.

ARTICLE 23. PUBLICITY AND PRESS RELEASES

This article only applies to FAA funded activities under the Master Agreement. The UAS Test Site must submit publicity and press releases for any FAA funded activities at least seven (7) days prior to publication to the FAA for approval. Submitted publicity and press releases will not be unreasonably withheld or delayed. If the FAA does not respond within seven (7) days, the publicity and/or press release shall be deemed approved.

ARTICLE 24. MISCELLANEOUS ITEMS

If additional terms and conditions are required to be included to address work required under this Agreement, such terms and conditions must be by mutual agreement and incorporated by formal written modification to this Agreement.

The FAA may provide Government property to the Test Site for the purpose of research. The Government property may be provided at -\$0- or at a specified lease amount. In either case the FAA will provide a letter of agreement to the Test Site which will contain the conditions of use and other stipulations that may be required.

ARTICLE 25. PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3507(d)) requires that the FAA consider the impact of paperwork and other information collection burdens imposed on the public. The FAA may, at its discretion, reduce or adjust any paperwork and other information collection requirements in this Agreement as the FAA deems appropriate to comply with the Paperwork Reduction Act.

APPENDIX A – TEST SITE OPERATOR DATA ITEM DELIVERABLE LIST AND REPORTING REQUIREMENTS

1. INTRODUCTION

This Appendix sets forth the Data Deliverables required under this Agreement. Forms may be required to convey data item requirements.

Data item deliveries are key factors in demonstrating successful performance. In some instances, the number of data items and the level of detail are negotiable with the government.

2. REPORTING AND DATA ITEM DELIVERABLE REQUIREMENTS

2.1 Reserved

2.2 Reserved

2.3 Reporting Format

The FAA may collect data electronically via a website database specifically developed for the purpose of UAS Test Site information.

2.3.1 Reporting and Data Item Deliverables

The following Table 1 lists the Data Deliverables required by this Agreement.

The Test Site Operator agrees to provide the FAA with operating data. Refer to Agreement Article 5 - Deliverables and Reporting Requirements for further information. The following Table 1 lists the Data Deliverables required by this Agreement.

Table 1: Test Site Operator Reporting and Data Item Deliverable Requirements

#	Type of Report/Data Deliverable	Period	Due Date	Responses, Modifications from FAA	Final Report Due
1	Test Site COA; Experimental Certificate; or other applicable FAA authorization, waiver or exemption issued to the Test Site Operator for purposes of authorizing UAS operations at the Test Site.	As specified in the applicable authorization.	As specified in the applicable authorization.	As specified in the applicable authorization.	As specified in the applicable authorization.
2	Materials and reports related to Technical Interchange Meetings		As mutually agreed to by the parties		
3	Flight Planning Guide Update	As needed	Ad hoc		
4	DoD Range Users Guide for UAS or similar guide	Operations Period	Available prior to initiating operations		
5	Operational Schedule	Ad hoc	At least 1 week prior to testing		At least 1 week prior to testing; add to Calendar in KSN
6	Risk Analysis	Ad hoc	At least 1 week prior to testing		Prior to each series of flights; upload file to KSN
7	Quarterly Operating Report ¹	January 1 – March 31	April 30	Within 30 calendar days from Report Due Date	Within 15 calendar days of FAA Modification (if any)
8	Quarterly Operating Report	April 1 – June 30	July 30		
9	Quarterly Operating Report	July 1 – September 30	October 30		
10	Quarterly Operating Report	October 1 – December 31	January 31		

¹ These Quarterly Operating Reports address the requirement under the FAA Reauthorization Act 2018, Sec 343(d) Review Of Operations By Test Range Operators

#	Type of Report/Data Deliverable	Period	Due Date	Responses, Modifications from FAA	Final Report Due
11	Annual Private Policy Review Report	12 Months ended December 31	January 31	N/A	N/A
12	Draft Final Report	Extended Period of Other Transaction Agreement (December 30, 2013 - September 30, 2023)	N/A		N/A
13	Final Report ¹	Extended Period of Other Transaction Agreement (December 30, 2013 - September 30, 2023)	September 30, 2023	N/A	September 30, 2023
¹ In the event that a Test Site ceases operations prior to this date, the Test Site Operator must submit a final report addressing the areas contained PL 112-95 as amended by PL 114-190 and PL 115-254 within 30 days of the cessation of operations.					

2.3.2 Quarterly Reports

The FAA Reauthorization Act of 2018 (Section 343) requires that the UAS Test Sites prepare a report documenting their test range operations review on a quarterly basis until the program terminates. This report replaces the previously required report. Quarterly reports are due to the FAA within 30 days after the end of the calendar quarter as shown in the Table 1 in Section 2.3.1. The FAA shall have 30 calendar days to review the report. The final quarterly report, with any FAA requested changes, shall be delivered to the FAA representative within 15 calendar days after receipt of the FAA requested changes. Use the following outline to create the quarterly report. This format may be changed if agreed to by both parties.

QUARTERLY REPORT OUTLINE

1. **Title Page**
2. **Executive Summary:** Overview of operations of unmanned aircraft systems conducted at the test site for the most recent quarter.
3. **Five Bullet Points:** Frequently the UAS Test Site Program Office is asked to provide talking points and other information on the Test Sites. This is generally done on a very quick turnaround. What five items would you want reported for your Test Site?
4. **Summary of Accomplishments:** Summarize the major accomplishments achieved during this reporting period.
5. **Review of Results:** Ongoing and Completed Research by Individual Area or Project:
 - a. **Area or Project Description** - describe briefly the research activities conducted at the Test Site during the reporting year. (What, how, duration, where, why)
 - i. Data regarding operations by private and public operators – sort by Public Aircraft Operations or Civil Operations R&D
 - ii. Identify project partners, such as FAA Nextgen Office, NASA, DoD
 - iii. Direct impact to the safe integration of UAS into the NAS
 - iv. Flight data statistics such as #of flights and hours, if helpful to understand the scope of the research
 - v. Relationship to rulemaking/standards development
 - vi. Findings: Report the findings of your project based upon the methodology [or methodologies] you applied to gather information. The results section should state the findings of the research arranged in a logical sequence without bias or interpretation.
 - b. **Lessons Learned:** Knowledge or understanding distilled from a project that will be actively taken into account in future projects to reduce or eliminate potential failures and mishaps, or reinforce a positive result.
6. **Community Outreach:** Summary of Test Site's efforts to educate the public, law enforcement, students, etc. about safe UAS operations.
7. **Collaboration:** Description of cooperation between the Test Site and other entities with similar interests, and the sharing of ideas and research results that further the goal of UAS integration into the NAS.
8. **Review of Improvement in Safety Risk Management and Procedures:**
 - a. Pilot training

- b. Maintenance
 - c. Hardware
 - d. Airworthiness
 - e. Airspace
 - f. Operations
9. **Review of Emergency Operations:** Describe the Test Site's participation in any emergency operation(s). Summarize any training of emergency personnel or agencies conducted on UAS support emergency operations. Describe any emergency operation manuals that the Test Site has prepared.
10. **Review of Future Activities Planned by the Test Site:** Describe future activities planned by the Test Site.
11. **Challenges:** Identify those areas that impede the UAS Test Site's performance. Of special interest is identification of areas that the UAS Test Site Program Office could assist in resolving.
12. **Other Discussion**
13. **Recommendations:** Include recommendations to further enable public and private research and development operations at the test ranges that contribute to the Federal Aviation Administration's safe integration of unmanned aircraft systems into the national airspace system. Also, provide a suggestion or proposal as to the best course of action to address any of the challenges or issues encountered while conducting the pilot project.

2.3.3 Final Report

The Test Site Operator must provide draft and final reports as indicated on Table 1 of Appendix A. This report sets forth the findings and conclusions of the Test Site project. In the event that a Test Site Operator ceases operations prior to this date, the Operator must submit a final report addressing the areas contained PL 112-95 and PL 115-254 within 30 days of the cessation of operations. Use the following outline to create the quarterly report. This format may be changed if agreed to by both parties.

FINAL REPORT OUTLINE

1. **Title Page-** Include period of performance (2016-2023) and test site map (show where all COAs/test site ranges operate)
2. **Executive Summary:** Summarizes the UAS activities at the Test Site, and provides a brief overview of the results and conclusions
3. **Introduction –** Provides the background and purpose of the Test Site operations and introduces the content of the final report, explains the test sites' "niche" during the period of performance
4. **Findings & Analysis:** Provides data, analysis and overall summary of results organized first by operation type (e.g. R&D, market surveys, crew training) then by operational authority (PAO/44803C/107).
5. **Lessons Learned**
6. **Recommendations & Conclusions:**
 - a. Conclusions based on analysis of data and results of the activities conducted categorized by type of operation, and addresses how conclusions have informed or advanced UAS integration into the NAS
 - b. Provides the recommendations on future test site operations.
7. **Future Needs:** Explains from the Test Sites' perspective future needs of UAS, integration of UAS into the NAS, infrastructure gaps, etc.

2.3.4 Reserved

2.3.5 Technical Interchange Meetings Materials & Reports

The parties will mutually agree on the content of any materials and reports to be delivered by the Test Site Operator to the FAA during Technical Interchange Meetings.

2.3.6 Data Rights to the Data Deliverables

The Government will have Government Purpose Rights to Data Deliverables 1 through 14, inclusive.

APPENDIX B - RESERVED

APPENDIX C – RISK HAZARD AND MATURITY APPROACH

1. Introduction

This Appendix contains an example of the approaches and methodologies that could be applied to UAS applicants that desire to operate at the UAS Test Site. The degree to which all of the included methods may be applied is dependent, in part, on previous maturity determination and the usage desired by the Site Operator. For example, a Site Operator desiring to fly over a remote corn field may require a different analysis than one flying over or near a public school using the same aircraft.

Note that the process in making a safety and maturity determination culminates from a several- step process (see Figure 1). These steps include:

- Administer user system description questionnaire
- Determine maturity level
- Determine access to the Test Site
 - Risk mitigation input
 - Risk mitigation criteria
 - System safety
- Provide the user/Site Operator feedback
- Submit recommendation to FAA on UAS applicant

The process steps are explained in the following sections.

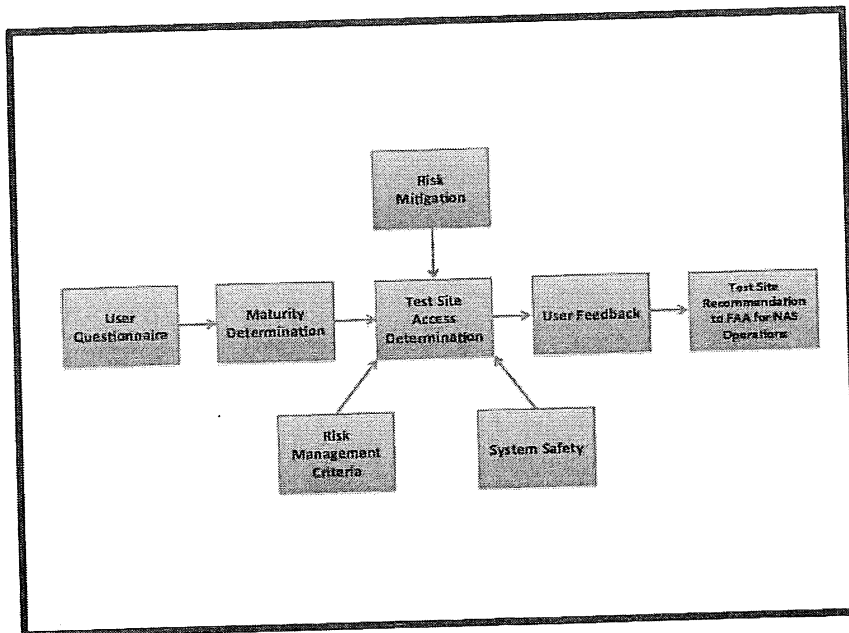


Figure 3: Risk Hazard Process

2. User System Description

Test Site operations are unique in that they are conducted in the national airspace from an airport/seaport, rather than in special-use airspace. While the capability of the Test Site to execute UAS operations is flexible, there are several flight safety provisions that must be followed. The information from this assessment will be used in maturity determination and preliminary mission planning to ensure that UAS flight operations are conducted in a safe manner and in accordance with operating procedures established by the Test Range and the FAA. The goal is to identify system vulnerabilities and verify that adequate safeguards exist to protect against these vulnerabilities.

Additionally, based upon the information, there will be a determination as to the amount of hands-on demonstrations or analysis that will require accomplishment prior to less restrictive operations with the UAS.

3. Maturity Determination

The maturity determination process is related directly to the result of the user questionnaire and any subsequent analysis and/or demonstrations that are deemed necessary by the Site Operator.

4. Risk Management Criteria

The Test Site user questionnaire provides a common approach for the technical and management personnel to make decisions regarding UAS flight operations. These criteria allow the decision-makers to make an informed and defensible risk decision and the questionnaire provides a tool to help answer the question: "Is this vehicle safe to fly at the Test Range?"

The use of this tool depends on the needs of the Test Site. Examples of when the tool might be used include First Flight Readiness Reviews, new types of missions or tests, or to help review existing procedures.

Multiple criteria are used to examine flight safety from the perspective to ensure a thorough review. Different viewpoints reduce the risk of unrecognized hazards and help to quickly identify and isolate deficiencies. The criteria are used to break up the "safe to fly?" question into a series of presuppositions, which include:

- a. Are system hazards recognized and risk controls available?
 - i. Risk management criteria
- b. How are the Test Sites, the flying community, and personnel on the ground vulnerable to these identified system hazards?
 - i. Casualty expectation criteria
 - ii. Property damage criteria

- iii. Midair collision avoidance criteria
- c. If safeguards are needed to reduce risk, will they work?
 - i. Adequacy of safeguards criteria

The five risk management criteria are described in the following sections, along with the conditions necessary to meet the criteria. The criteria are based on guidance from safety specialists, existing reference standards and policies, and established procedures and clearly model the “DoD Range Users Guide for UAS.” http://www.wsmr.army.mil/RCCsite/Documents/555-07_User%20Guide%20for%20UAS%20Operations%20on%20the%20National%20Ranges/555-07.pdf

The supplement to that document, “*Range Safety Criteria for Unmanned Air Vehicles Rationale and Methodology*” [http://www.wsmr.army.mil/RCCsite/Documents/323-99_Range%20Safety%20Criteria%20for%20Unmanned%20Air%20Vehicles.%20Rationale%20and%20Methodology%20Supplement%20\(Supplement\)/323-99Sup.pdf](http://www.wsmr.army.mil/RCCsite/Documents/323-99_Range%20Safety%20Criteria%20for%20Unmanned%20Air%20Vehicles.%20Rationale%20and%20Methodology%20Supplement%20(Supplement)/323-99Sup.pdf) describes rationale and methodology supporting the criteria, as well as examples, definitions, and alternatives to consider if the criteria cannot be met.

4.1 Goals of Risk Management Criteria

The goal of the risk management criteria is to ensure system hazards that may affect Test Site safety are recognized and have control measures available. The Test Site can use these criteria to review the Test Site user’s risk management program, regardless of what type of risk management approach is used. For the risk management criteria to be met, the following conditions must be satisfied:

- Hazards identified
- Hazards assessed
- Control measures and risk decisions
- Hazard controls
- Supervision

4.2 Casualty Expectation Criteria

Any UAS operation or test must show a level of risk to human life no greater than that for an operation or test of a manned aircraft.

The hazards associated with a specific UAS are defined in the hazard analysis (risk management criteria). The Test Site must ensure that the risks to people identified in the hazard analysis are reduced to an acceptable level. Conducting hazardous operations away from populated areas reduces risk by limiting exposure to the hazard.

The criteria are met if the hazard is confined to unpopulated areas or if the combined vehicle reliability and population distribution results in a risk no greater than that for manned aircraft operations.

4.3 Property Damage Criteria

Identify high-value properties or high-consequence sites to avoid. This criterion is met if the critical sites are identified and a route is selected that avoids these locations.

4.4 Midair Collision Avoidance Criteria

Collision is avoided by isolating the vehicle from other aircraft or compensating for difference with manned aircraft that decrease risk of collision. There are three cases of midair collision avoidance criteria to accommodate different situations:

- Exclusive use within restricted airspace or warning area
- Shared use within restricted airspace or warning areas
- UAS operations in other than restricted and warning areas

4.5 Criteria for Reliability and Adequacy of Safeguards

There must be evidence to show that required safeguards will mitigate critical hazards. Safeguards must be provided if the hazard analysis requires it or if the UAS or test operation does not meet other safety criteria (e.g., casualty expectation, property damage, collision avoidance) without it.

Typical systems that may be considered as safeguards include, but are not limited to:

- Emergency remote pilots
- Flight termination systems
- Software "fly home" routines
- Parachutes
- Fuel limitations

5. System Safety

The Site Operator will use a structured approach in authorizing the experimental airworthiness assessing the ready-for-flight condition of each UAS. The goal of this approach is to determine the level of risk to other airspace users, and to persons and/or property along the designated flight path, and ensure appropriate mitigations are in place in order to reduce risk to acceptable levels. The particular UAS system configuration and fail safe features/characteristics will be addressed as well as, but not limited to, UAS equipment installations, demonstration flight testing, use of checklists (pre-flight, in-flight, post-flight) throughout the flight operations, prescribing appropriate operating limitations and conditions for flight within the assigned geographical area, adherence to guidelines in MIL HDBK 516A, http://www.everyspec.com/MIL-HDBK/MIL-HDBK-0500-0599/MIL_HDBK_516A_2069/, ground observations, use of chase plane, and other risk mitigations to be further developed by the Site Operator. The objective is to satisfy FAA Safety Management philosophy and show the safety case by demonstrating that the total system, taken together, can meet an acceptable level of safety.

Prior to any UAS mission, the Site Operator will utilize an Independent Safety Board to review and approve all planned unique UAS flights in the Test Range.

The Site Operator will use the FAA system safety process as well as MIL-STD-882 <http://www.savive.com/external/usadod/mil-std/mil-std-882/index.html> as a guide in its safety activities. It is a formal and flexible top-level process that generally follows the steps in the FAA's Safety Risk Management Order, 8040.4A http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentID/1019950 (and includes a systematic approach to process improvement that requires proactively searching for opportunities to improve the process at every step and not simply to identify deficiencies after an undesired event. The risk assessment matrix in Table 2 is a general system safety tool that will be utilized at the Test Site.

Table 2: Risk Assessment Matrix

Severity \ Likelihood	Minimal 5	Minor 4	Major 3	Hazardous 2	Catastrophic 1
Frequent A	High Risk	High Risk	High Risk	High Risk	High Risk
Probable B	High Risk	High Risk	High Risk	High Risk	High Risk
Remote C	High Risk	High Risk	High Risk	High Risk	High Risk
Extremely Remote D	High Risk	High Risk	High Risk	High Risk	High Risk
Extremely Improbable E	High Risk	High Risk	High Risk	High Risk	High Risk

High Risk
Medium Risk
Low Risk

* Unacceptable with Single Point and/or Common Cause Failures

6. Risk Mitigation

Mitigating procedures are necessary to safely organize, plan, and implement operations of UAS at the Test Site while still enabling the companies, developers, and builders to fly and test their aircraft. This requires the combining of not only how mature each UA and all its subsystems are, but also the requirements for the flights to remain safe, and to ensure that these UAS can operate in airspace with other users in the NAS. Some of these factors that are addressed below include size, weight, flight times/distance, altitude, and how best to safely flight test and maintain visual observation. See and Avoid is an enabling technology that the government and the industry are working toward, but until that time, it is imperative that safety of flight remains number one in priority. With various sizes and capabilities of UAS, it is important the Test Site develop and implement standards, processes, and procedures that are rigid enough to maintain control, but flexible enough to be an enabler in the development of America's UAS push while still supporting the FAA's goal of populating a data set to support the creation of a regulatory environment.

To date, the FAA has not made any determination on the categorization of UAS. No matter what specific criteria are eventually grouped into categories, UAS research will be developed that crosses these lines or categories. Each UAS would be enabled to be flown/tested safely as each would have its own individual test/flight plan based on its particular capabilities, limitations, and safety considerations.

Mitigating Factors

1. Altitude Restricted
2. Fuel Restricted
3. Geographically Restricted
4. Personnel Restricted Areas
5. Single ILIA Operation
6. Chase Aircraft

7. Test Site Maturity Determination

When a UAS applicant applies to the Test Site for testing, the UAS will go through a review process to determine the maturity level of the UAS to be operated and its safety category.

As the UAS flights progress, a UAS may progress to higher maturity categories through the demonstration of specific exit criteria (see Table 4). The minimum criteria or definitions are set forth in the following paragraphs.

The maturity levels are (1) Unproven, (2) Experimental, (3) Provisional, and (4) Mature.

(1) Unproven is a UAS that has minimal if any flights. Exit criteria for this level are: 5 consecutive takeoff, approach, and landing/recovery cycles over 5 separate test periods without a safety-of-flight critical failure or serious deviation from planned parameters.

(2) Experimental is a UAS that is active in developmental flight testing that has demonstrated the basic abilities to conduct test flights under specific conditions and has shown the system maturity to safely stay within the test boundaries. Exit criteria for this level are:

- A) 30 successful takeoff and landing cycles during a minimum of 15 separate test periods.
- B) Ability of the UAS to perform safe flight under the control of the pilot.
- C) Ability of the UAS to perform safe and controlled semi-autonomous and autonomous flight
- D) Ability of the UAS to perform emergency procedures

(3) Provisional is a UAS that is fine-tuning the system elements of UAS safe flight or has added subsystems that enhance safety of flight. Exit criteria for this level are:

- A) UAS has shown the ability to consistently perform normal safe flight maneuvers and consistently remain within the designated set parameters of the system design throughout the full spectrum of design conditions.
- B) UAS has shown the ability to consistently and safely perform all emergency

procedures in a variety of conditions.

(4) Mature is a UAS that has been determined to be mature enough to proceed with significant flexibility within the Test Site airspace. All earlier maturity-level criteria also have been satisfied.

Table 3: Maturity Categories

Category	1	2	3	4
Flight hours	0-30	31-50	51-100	>100
Launch/recover TO/L #s	0-60	21-100	101-200	>200
Equipment Maturity	0-30	31-50	51-100	>100
Power Plant hrs	0-30	31-50	51-100	>100
Communications Links	0-30	31-50	51-100	>100
GPS	0-30	31-50	51-100	>100
Transponder/IFF	0-30	31-50	51-100	>100
Safety				
Return Home SW	Tested	Tested	Tested	Tested
Flight Term Sys	Tested	Tested	Tested	Tested
Ballast Rec Sys	Tested	Tested	Tested	Tested
Crew Experience	0-30	31-50	51-100	>100

7.1 Maturity Criteria for Flight Operations

Oversight of the flight operations at the Test Range must be the responsibility of the Test Site. The Test Site must ensure that a review of each planned flight operation, regardless of Phase, is performed by Site Operator flight test personnel to determine each proposed flight is in conformity to Test Site policy and procedures before authorizing the flight as originally planned or subsequently modified during the pre-flight review. In addition, Site Operator flight test personnel must conduct a post-flight review to ensure flight operations have been in compliance with the established criteria and to collect appropriate data for submission to the FAA.

The Test Site will utilize a three-phased approach to establish flight readiness. These phases are described below.

Phase I - Airworthiness Validation - The initial flight operation for each UAS within the Test Range, regardless of previous flight history of the UAS at another location, must be a local flight to demonstrate the UAS' airworthiness. The initial airworthiness demonstration flight must remain within one nautical mile of the takeoff point, with maximum flight duration of 5 minutes. Additional airworthiness demonstration flights, within the same operational parameters, may be required to validate airworthiness before progressing to the next phase of flight testing. The Test Manager must be responsible for determining when the Unmanned Aircraft (UA) has successfully completed Phase I and is eligible to begin Phase II.

Phase II- System's Flight Check Analysis - Based on successful completion of Phase I, a series of flights will be performed to validate that each component of the UAS and the Control Station that are required to maintain safe flight are tested to ensure conformity to designed operational criteria. During Phase II, flight operations must be performed within 3 miles of the takeoff point. The Test Manager must be responsible for determining when the UAS has successfully completed Phase II and is eligible to begin Phase III.

Phase III - Operational Flights - Based on successful completion of Phase II, operational flights may be performed to further test and evaluate the UAS capabilities. Each succeeding increased flight distance increment must not exceed ten (10) nautical miles beyond the greatest distance achieved on any previous flight within the Test Range.

7.2 Maturity Standard and Restrictions

All flight operations within the Test Range must be in conformity to 14 CFR 91.305

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f9c704886770bc0f11bc0c979f6ddf73&trgn=div8&view=text&node=14:2.0.1.3.10.4.7.3&idno=14>

"No person may flight test an aircraft except over open water, sparsely populated areas, having light air traffic."

Takeoff and landing for all Phase I and Phase II flight operations activity must be performed at a private airport/airstrip, isolated location, or public airport under restricted conditions. UAS that require certain runway limitations must be performed under controlled conditions such as time of day when the feasibility of other air traffic is extremely light or through the ability to operate on a closed runway.

Phase III - Takeoff and landing during the first 51-100 hours of flight operations must be performed at the location used for Phase I and Phase II flight operations. Thereafter, any of the airports/airstrips or isolated locations within the UAS Test Range airspace may be used for takeoff and landing.

8. User Feedback

The UAS Site Operator will be provided feedback on the analysis and assessment of their system.

9. Test Site Recommendation for NAS Operation

Test site analysts will submit a recommendation to the Site Operator based upon all of the data that was made available from the questionnaire, from any later analysis and demonstrations with the UAS and from the hazard analysis. This recommendation will not simply be a go/no go decision. In addition to a go decision, all of the provisions that will be proposed to be associated with the flight operations starting with the first flight and evolving toward later flights will be included.

Site Operator will employ a systems oriented approach for determining where a particular UAS can be operated in the Test Range based upon safety and hazard analysis and also the maturity level of the UAS and its subsystems.

For an organizational and management level Site Operator will use a safety/maturity Operating Matrix. Safety is paramount in the implementation and operation of the Test Range.

For the initial assignment of a UAS to the matrix the process described by the block diagram which is contained in the introduction to this Appendix will be utilized. Some of the data used comes from the user questionnaire and subsequent hazard analysis. Safety and hazard assessment are two critical activities that are accomplished in the assignment of the UAS. As flight time increases and additional data is collected on the UAS, the UAS Site Operator may be granted more flexibility and fewer restrictions in the airspace. Note in the matrix that for very small UAS operations will not take place at a public airport due to hazard concerns of pilots of manned aircraft being able to detect very small airspace users.

Table 4: Maturity Level

Maturity Level				
	Unproven	Provisional	Experienced	Mature
Flight hours	0-30	31-50	51-100	>100
Launch/recovery (TO/L #s)	0-30	31-50	51-100	>100
Equipment Maturity	0-30	31-50	51-100	>100
Power Plant (hrs)	0-30	31-50	51-100	>100
Communications Links	0-30	31-50	51-100	>100
GPS	0-30	31-50	51-100	>100
Transponder/IFF	0-30	31-50	51-100	>100

APPENDIX D – CASUALTY EXPECTATION EXAMPLE METHODOLOGY

1. Casualty Expectation Introduction

Making an assessment of casualty expectation is not an exact science. The Test Site analysis has many factors to consider and there are many variables from case to case. The results are valuable because they can help the decision-maker reach a more informed decision on adjusting or approving a particular UAS route or operating area. The following guidelines are part of the tool set the analyst will use.

2. Calculating Casualty Expectation

Casualty expectation is defined as the collective or total risk to an exposed population (i.e., the total number of individuals who will be fatalities). This approach to estimating casualty expectation uses the vehicle crash rate, vehicle size, and local population density, and is based on the equation:

$$CE = PF * PD * AL * PK * S$$

Equation A.1

where the variables are defined as,

- CE = Casualty Expectation
- PF = Probably of Failure or Mishap per flight hour
- PD = Population Density per square mile.
- AL = Lethal Area
- PK = Probability of a Fatality given a hit (usually assumed to be 1)
- S = Shelter factor (if applicable)

Outside many airport areas, the PD is zero for many geographical locations, thus resulting in a CE of zero for many flight areas too. Google Earth and comparable sources may also be utilized to determine population levels.

The following paragraphs describe procedures for addressing each variable. Casualty Expectation is a cumulative calculation. Therefore, it must be calculated for each segment of the flight path and summed over the entire flight.

3. Probability of Failure or Mishap

The probability of failure (PF in equation A.2) or mishap is the expected number of mishaps in a given amount of time (typically flight hours). Several options can be used to determine a mishap rate, based on the type and quality of vehicle history or reliability data available, and accuracy and/or conservatism required. These options include:

- Actual vehicle mishap data
- Estimates based on reliability studies
- Comparison by similarity
- Worst-case assumptions

- A combination of these approaches

3.1 Probability of Failure Based on Mishap Data

When available, the actual vehicle failure/mishap rate will be used. This computation requires the most recent year's mishap rate (or average of last 5 years) per 100,000 flight hours and includes the total number of crashes (or failure/mishaps) experienced within this time frame. Mishaps per 100,000 flight hours are the typical measures used for manned aircraft. The average probability of a crash can be calculated directly from that number. For example, if the DoD Safety Center gives a specific UAS' 5-year history as 700 mishaps in 100,000 flight hours, then the Test Site converts that to $PF = 0.007$ crashes per flight hour. When using mishap data, the Test Site must consider the following:

- The proposed operation may be more or less dangerous than the type of operation the mishap data is based on.
- The mishap data may be inaccurate. Some UAS programs may not record mishap data or keep an accurate log of flight hours.
- New UAS may not have accumulated enough flight hours to make an accurate judgment.

If it is a new vehicle, probability of failure data can be estimated by the number of failures encountered as flight hours accumulate.

<u>Hours flown without failure than</u>	<u>95% Confidence that PF is equal or less</u>
10	3×10^{-1}
30	1×10^{-1}
100	3×10^{-2}
300	1×10^{-2}

This method assumes:

- Stochastic system behavior
- Exponential failure distribution
- Constant system properties
- Constant environmental stresses

These properties may not be present during initial test flights of a UAS.

3.2 Probability of Failure Based on Similarity

Mishap data from similar vehicles might be considered in estimating probability of failure when adequate data are not available on the actual UAS. An assessment must be made of the differences between the baseline vehicle and the vehicle to be tested, and whether or not these differences significantly affect flight performance or controllability. For example, using mishap data for a Manufacturer A UAS might be valid, but using such data for a new Manufacturer B UAS would be unacceptable.

3.3 Estimates from Reliability Studies

System safety or reliability assessments based on Fault Tree Analysis (FTA) or Failure Mode,

Effects, and Criticality Analysis (FMECA) are basic options for predicting probability of failure when actual data are lacking. Fault trees are useful for analyzing complex components and systems. The FTA is a top-down technique that models failure pathways within a total system. The failures are tracked from a predetermined deficient event or condition to the failure that may be induced. FTAs can be used to identify interrelationships within the vehicle and the support systems and to identify common-cause failures.

On the other hand, FMECA can be used to analyze a system or process to determine how reliable the system and its components are, identify potential failure modes, and determine the effect and criticality of that failure and how these factors can be modified to avoid failures and increase reliability. The FMECA is a bottom-up technique for tabulating each system element that can fail and for assessing the consequences of each failure. The FMECA is described in MIL-STD-1629 <http://sre.org/pubs/Mil-Std-1629A.pdf> *FMECA*.

3.4 Worst-Case Assumptions

In extreme cases where failure/mishap and reliability data or time is not available to perform an in-depth analysis, a "worst-case" approach can be examined. If the risk criteria can be satisfied, no further analysis is required. This approach most likely will result in an overly conservative estimate of failure, which may not matter if the UAS flight path is over an unpopulated or sparsely populated area. Examples of "worst-case" assumptions might be:

- The UAS will crash once per flight.
- The UAS will crash once per flight hour.
- The UAS will crash in the most densely populated area.

4. Population Density

In some cases when dealing with a small, controlled area, Test Site personnel counting the number of people or buildings in the area may acquire actual data. In most situations, however, population density can be obtained through census data, local tax data, or sources, such as Google Earth. While population data is relatively easy to acquire, there are problems associated with such data that must be accounted for. For example:

- Population distributions are not uniform, but the model assumes they are.
- Population data may be out of date. Census data is taken every ten years, and it takes a year or more for it to be published. Therefore, the data must be corrected for annual growth rate, which may be negative in some areas.
- Population may vary with seasons (i.e., beach resorts).

Alternate sources of population data might be available locally. One source may be the local tax district. Local tax maps may identify occupied structures that may be used to estimate population distribution. The local environmental planning office also may have population source data. As with census data, the source, accuracy, and currency of the data must be given appropriate consideration. Also, the proposed routes can be flown with a manned aircraft to determine new structures on the ground or other indications of people or habitation.

5. Lethal Area

Lethal area is the area of the piece of concern (there may be multiple pieces if the vehicle breaks up), plus a buffer to account for the size of a person. The analyst may consider the terminal flight

path of the UAS when determining lethal area. In some cases, the analyst may assume that the UAS is gliding. Then the lethal area footprint is the swath affected by the wingspan and buffer for the glide distance of the last 6 feet of altitude, plus the distance the vehicle needs to come to a stop.

$$AL = (L + 2B) * (W + 2B) \text{ or } AL = (L + DG + DS + 2B) * (W + 2B)$$

Equation A.2

- L = Length
- W = Width
- B = Buffer = 1 foot on all sides (commonly used range standard)
- DG = Glide distance at 6 ft of altitude
- DS = Distance to stop

6. Probably of Fatality

The probability of fatality depends on the UAS' debris kinetic energy as shown in Figure 2, taken from RCC Document 321-00 Page A-2 <http://www.dtic.mil/cgi-bin/GetTRDoc?AD=ADA388622> UAS kinetic energy is estimated using the terminal velocity or velocity not to exceed (VNE) for powered flight, whichever is higher. In most cases, and/or to be conservative, PK is assumed to be 1; that is, any individual hit by a UAS is assumed to be a fatality. Exceptions might be for debris from a very lightweight material UAS.

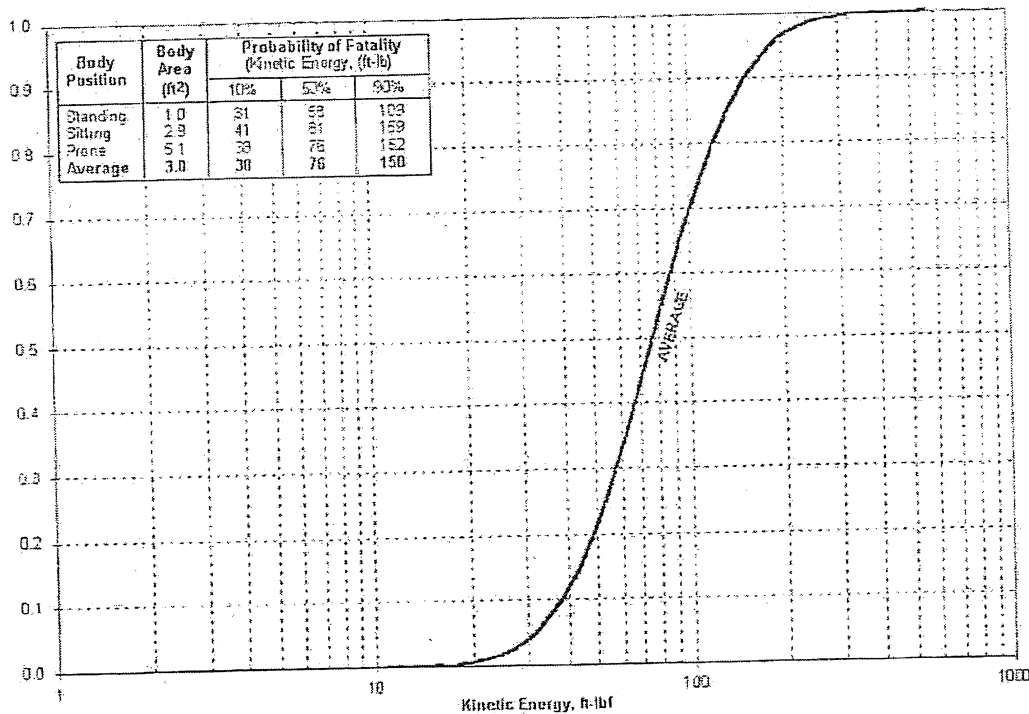


Figure 2. Probability of Fatality from Kinetic Energy Impact

The Supplement to RCC Standard 321-00, *Common Risk Criteria for National Test Ranges: Inert Debris*, provides the derivation of this curve.

7. Shelter

The “shelter” factor variable, as used in equation A.1, is an estimate of how exposed a population is to a vehicle or debris that may be falling. A shelter factor of “1” assumes that the entire population is exposed, and a shelter factor of “0” assumes that the entire population is completely sheltered. The shelter variable is an estimate of the protection houses, cars, and buildings provide and is based on how well those shelters reduce kinetic energy prior to debris impacting people.

The Test Site analysts will use a shelter factor of “1” to be conservative. Others may make assumptions about what percentage of the exposed population is sheltered by buildings, homes, cars, boats, or trees. The Supplement to RCC Standard 321-00 <http://www.dtic.mil/dtic/tr/fulltext/u2/a388624.pdf>, *Common Risk Criteria for National Test Ranges: Inert Debris*, provides guidance on the size and type of debris required to penetrate materials like wood, fiberglass, various metals, and such structures as boats, homes, and commercial buildings.

APPENDIX E - RESERVED

APPENDIX F – OBLIGATIONS OF THE PARTIES

1. Expected Results

A Test Range/Test Site must be authorized by the FAA to facilitate the integration of UAS into the NAS as well as validating processes and procedures. In addition, industry and users must have an authorized/legal flight area to perform safe UAS operations. A web-based system must be developed by the Test Site Operator that incorporates UAS static data, safety and mitigation information, and flight data. Under this Agreement, the Test Site Operator must update the web-based system on a continuous basis. As a result of test flight data, the FAA will have an empirical data set to make decisions regarding regulatory development.

2. Constraints

This Agreement will remain in effect until 9/30/2023. To the extent possible, cooperative test activities will be scheduled by mutual Agreement.

3. Milestones

The following milestones apply to this Agreement:

	Milestone	Date	Responsible Party
1.	Post Award Conference	Within 20 business days of Agreement effective date	Test Site Operator & FAA
2.	Technical Interchange Meetings (TIMs)	Semi-annual after Agreement effective date	Test Site Operator & FAA

The following is a discussion of the milestones listed in the preceding table.

- a. Post Award Conference. Within 20 business days of a fully executed Agreement, the parties will conduct a Post Award Conference. The purpose of the conference is to provide an opportunity for the Test Site Operator to have a discussion with the FAA to contribute to the successful performance of the Agreement. The Post Award Conference date and agenda will be mutually agreed to by the Test Site Operator and the FAA.
- b. Technical Interchange Meetings (TIMs). The Test Site Operator and FAA will conduct semi-annual TIMs. The purpose of the TIMs is to share and discuss research findings conducted at the UAS Test Site. UAS Test Site researchers will be afforded an opportunity to provide suggestions and guidance to FAA on future research efforts, as well as how research results and data can be best shared with the FAA to facilitate FAA development of procedures, standards and regulations allowing UAS flight in the NAS. The FAA and Test Site Operator will mutually agree to the TIM agenda, location, and contents.

c. Outputs

- i. Flight Planning Guide – The Test Site Operator (TSO) must develop a Flight Planning Guide (FPG) which must be submitted to the FAA at least 30 days prior to the commencement of flight operations under the Test Site COA. The TSO should review their FPG on an ad hoc basis, update as needed, and provide an updated version to the FAA Program Manager.
- ii. Quarterly Report – Within one month after the end of the quarter, as shown in Table 1 of Appendix A, the Test Site Operator must furnish to the specified FAA representative an electronic copy of a draft quarterly report detailing the history of flights that occurred during the previous reporting period. The FAA will have 30 calendar days to review the report. The final quarterly report, with FAA requested changes modifications, must be delivered to the FAA representative within 15 calendar days after receipt of the FAA modifications. The TSO must use the Quarterly Report template found in Appendix A.
- iii. Annual Report – Within one month after December 31 (as shown in Table 1: Test Site Operator Reporting and Data Item Deliverable Requirements), the Test Site Operator must submit an annual report summarizing their operations and research and development; the TSO must use the Annual Report template found in Appendix A.
- iv. Final Report - To support the requirements for Congressional Reporting, the Test Site Operator must provide draft and final reports on findings and conclusions concerning the research conducted at the Test Site; refer to Table 1 in Appendix A for the due dates. The final report must include a description and assessment of the progress being made in establishing special use airspace to fill the immediate need to develop detection techniques for small unmanned aircraft systems; and to validate the sense and avoid capability and operation of unmanned aircraft systems. The TSO must use the Final Report template found in Appendix A.

4. Operation of the Test Site

Safety must be the primary objective during any operation at the Test Site. Test Site Operator must operate the Test Site in accordance with processes and procedures reviewed or approved (at the FAA's discretion) by the FAA. The FAA reserves the right to be present during any UAS operation at the Test Site and the amount of oversight may depend on risk and other factors.

5. Intentionally Left Blank

6. Obligations of the Parties

6.1 Obligations of the FAA

The FAA may use COAs, waivers or exemptions or any other vehicle available under its regulatory scheme or powers to authorize the operation of a Test Site and/or UAS flights for the purpose of conducting UAS R&D at Test Ranges.

The FAA will use reasonable efforts to provide feedback during all phases of the development of this project, including the requirements, design, implementation, evaluation, and oversight stages. Additionally, the FAA will provide personnel to oversee operations, processes and procedures at the UAS Test Ranges as the FAA deems appropriate.

The FAA retains the right to conduct oversight of all operations conducted under this Agreement including on-site visits, and has the authority to halt, suspend or modify operations at any time.

6.2 Obligations of Test Site Operator

Test Site Operator must provide the leadership and technical expertise for all stages of the development and operation of the Test Site. Test Site Operator is responsible for the development and implementation of processes and procedures for flight operations; proper maintenance; configuration management; and assurance for safe operation, including the accomplishment of required Detect and Avoid (DAA) functions.

Test Site Operator must publish an operational schedule at least one week in advance of any operation (publicly and to the FAA). Updates and deviations to the schedule need to be posted at the earliest possible opportunity pre-flight; as indicated on Table 1 of Appendix A, the TSO must publish the operational schedule in the FAA Knowledge Services Network's (KSN) Calendar found on the homepage. For mission planning, Test Site Operator must access aviation-related internet sites or other appropriate data sources to determine predicted weather. For operations, Test Site Operator must have real-time weather monitoring, including air speed, wind direction, and temperature. Pilot/observer training requirements must be in compliance with the most recently published FAA guidance material.

Test Site Operator must designate a Mission Commander for each UAS flight who must have ultimate Test Site organizational responsibility and responsibility for the flight. (A Mission Commander may be the Pilot in Command (PIC) in a non-complex environment.)

Test Site Operator must produce quarterly reports, annual reports, a Test Site Flight Planning Guide (including any updated versions), and a final report.

Prior to each series of flights, Test Site Operator must perform a risk analysis and post it to their internal web-based system and to the FAA KSN.

Test Site Operator must use a structured approach in reviewing the safety and airworthiness of any candidate UAS platform for operating at the Test Range. The inspection process must be part of Test Site Operator guidelines for conducting initial UAS flight tests.

Test Site Operator intends to demonstrate that a collision with another aircraft, a parachutist, or an ultra-light, and injury to persons and/or property along the designated flight path is extremely improbable by taking a systemic collective view of the total processes, procedures, and infrastructure available for UAS flight operations at the Test Range. The particular UAS system configuration and failsafe features/characteristics must be addressed as well as, but not limited to,

UAS equipment installations, airworthiness assessment, use of checklists (pre-flight, in-flight, post-flight) throughout the flight operations, and prescribing appropriate operating limitations and conditions for flight within the assigned geographical area. Safety is not only associated with airworthiness but also with the provisions of the Test Site COA, such as ground observations, use of chase plane, and other substantiating data to be further developed by Test Site Operator. Coupled with the experience of Test Site Operator, the Test Site will demonstrate the best safety environment possible. The objective will be to satisfy the FAA and show the extremely improbable case by demonstrating that the total system, taken together, can provide an acceptable reliability.

Prior to any UAS mission at a Test Range, the Test Site Operator will utilize an Independent Safety Board to review and approve all planned UAS flights. The "DoD Range Users Guide for UAS" will be adapted for the Test Site and used as necessary.

The Test Site Operator may use the FAA system safety process as a guide in its safety activities. It is a formal and flexible top-level process that generally follows the steps in the FAA's Safety Risk Management Order 8040.4 (available at: http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/8040.4), and includes a systematic approach to process improvement that requires proactively searching for opportunities to improve the process at every step and not simply to identify deficiencies after an undesired event.

The Test Site Operator accepts the risk and high consequence decision of the analyses which eventually leads to approved NAS flight. Any mishaps will be reported to the FAA and other appropriate government agencies in accordance with current aviation practices and directives.

APPENDIX G – ACRONYMS

AL	Lethal Area
AMS	Acquisition Management System
ARTCC	Air Route Traffic Control Center
ATC	Air Traffic Control
BVLOS	Beyond Visual Line Of Sight
B	Buffer
C2	Control and Command
CE	Casualty Expectation
CFR	Code of Federal Regulations
CG	Center of Gravity
CAO	Civil Aircraft Operations
CO	Contracting Officer
COA	Certificate of Authorization
COR	Contracting Officer Representative
CS	Control Station
DHS	Department of Homeland Security
DoD	Department of Defense
DS	Distance to Stop
DG	Distance to Glide
ExCom	Executive Committee
FAA	Federal Aviation Administration
FMECA	Failure Mode, Effects, and Critical Analysis
FMRA	FAA Modernization and Reform Act
FRR	Flight Readiness Review
FTA	Fault Tree Analysis
FTC	Flight Test Center
FTS	Flight Terminal System
GCS	Ground Control Stations
GPS	Global Positioning System
IFR	Instrument Flight Rules
INS	Inertial Navigation System
ISRB	Independent Safety Review Board
L	Length
NAS	National Airspace System
NASA	National Aeronautics and Space Administration
ODRA	Office of Dispute Resolution for Acquisition
OT	Other Transaction
PD	Population Density
PF	Probability of Failure
PIC	Pilot in Command
R&D	Research and Development
RFC	Request for Comments

RFI	Radio Frequency Interference
TBD	To be Determined
TCAS	Traffic Alert and Collision Avoidance System
TFM	Traffic Flow Management
UA	Unmanned Aircraft
UAS	Unmanned Aircraft Systems
UASTSS	Unmanned Aircraft Systems Test Site Selection
VLOS	Visual Line of Sight
VNE	Velocity Not to Exceed
W	Width

EXHIBIT B

CATEGORY	AX Enterprize T&M Rates	CY 2023 Hourly Rates	CY 2024 Hourly Rates
M03	Project Manager	\$231.90	\$241.45
M03	Principal Systems Engineer	\$207.88	\$222.07
M03	Principal Comm Engineer	\$224.67	\$231.31
M02	Principal Systems Analyst	\$191.49	\$197.24
M02	Principal SW/Security Engineer	\$190.14	\$195.87
E03	Sr System Analyst	\$134.04	\$138.00
E03	Sr Comm/ Network Engineer	\$139.26	\$139.26
E03	Sr SW/Security Engineer	\$161.40	\$171.21
E02	UAS Engineer/Pilot 2	\$151.40	\$161.02
E02	Comm/ Network Engineer 2	\$129.72	\$137.50
E02	SW/Security Engineer 2	\$143.77	\$153.82
E02	Electrical /Computer Engineer 2	\$151.40	\$161.02
E01	UAS Engineer/Pilot 1	\$129.72	\$135.38
E01	Comm/ Network Engineer 1	\$110.59	\$118.28
E01	SW/Security Engineer 1	\$105.65	\$109.82
E01	Electrical /Computer Engineer 1	\$114.31	\$121.31
ET03	Sr Engineer/Tech	\$100.22	\$107.20
ET01	Jr Engineer/Tech	\$63.10	\$63.10
A03	Senior Admin Assistant	\$70.04	\$70.04

PROPRIETARY INFORMATION

Use or disclosure of data contained on this sheet is restricted to the execution of this agreement .



Anthony J. Picente Jr.
County Executive

Oneida County Department of Personnel

Charles P. Klein, Commissioner

800 Park Avenue – Utica, NY 13501

Phone: (315) 798-5726 Fax: (315) 798-6490

E-mail: personnel@ocgov.net Website: www.ocgov.net/personnel

FN 20 24-172

January 26, 2024

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

PUBLIC SAFETY

WAYS & MEANS

Re: Appointment of Joshua Bauer to Senior Assistant District Attorney, Grade 48M, Step 5

Dear County Executive Picente:

Enclosed please find a letter from District Attorney, Todd Carville. Mr. Carville is requesting to appoint Joshua Bauer as Senior Assistant District Attorney, grade 48M, step 5. Mr. Carville is requesting that Mr. Bauer's prior service with the Oneida County District Attorney's office be considered.

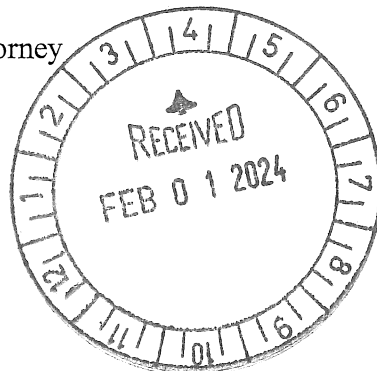
Mr. Bauer resigned from his position of Assistant District Attorney on 1/20/21. At the time of separation, Mr. Bauer was paid at Grade 46, step 8. Based on Mr. Bauer's past service with Oneida County, I submit this request for your approval, the appointment of Mr. Bauer at grade 48M, step 5, at a salary of \$133,746.

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

Respectfully submitted,

Charles P. Klein
Commissioner of Personnel

Cc: Todd Carville, District Attorney



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

Anthony J. Picente, Jr.
County Executive

Date: 1-26-24



ONEIDA COUNTY PUBLIC DEFENDER

CRIMINAL DIVISION

Boehlert Center at Union Station

321 Main St., Utica NY 13501

Phone: (315) 798-5870 Fax: (315) 734-0364

TINA L. HARTWELL, ESQ.
Public Defender

DAVID A. COOKE, ESQ.
Chief Appellate Counsel

LUKE A. NEBUSH, ESQ.
Chief Trial Counsel

FN 20 24-133

January 30, 2024

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

PUBLIC SAFETY

WAYS & MEANS

Re: Certification of Section 606 Expenses

M. Alexander, S. Brown, D. Folks, C. Franco, A. Giovanniello, J. Goodbee, W. Horton, D. Lewis, Q. Logan, T. Mott, D. Quinn, S. Samuel, M. Sanogo, R. Scott, Jr., S. Sidbury, P. Spruill, R. Swift, M. Williams, B. Wright, being inmates of the State of New York.

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Tina L. Hartwell, Esq.
Oneida County Public Defender, Criminal Division



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

Anthony J. Picente, Jr.
County Executive

Date 1/31/24

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara



Sheriff Robert M. Maciol

January 23, 2024

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

FN 20 24-134

PUBLIC SAFETY

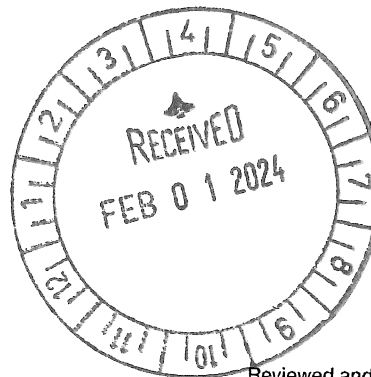
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a Special Patrol Officer template agreement to be used for the 2023-2024 school year. The number of Special Patrol Officers, the hours of service to be provided and the cost for each agreement will vary according to the individual participating district. The purpose of these agreements is to increase law enforcement presence at area schools, as well as to decrease the number of incidents and to ensure building safety and security measures are in place and are followed by students, staff, parents, and visitors. The total cost of each agreement will be based upon the number of Special Patrol Officers employed and the hours of service provided per week at each participating district. Each district will reimburse the County for 100% of the costs associated with these services.

If you find the enclosed contract acceptable, I request that you forward this agreement to the Board of Legislators at your earliest convenience. I ask that this agreement be made a template for all participating school districts for the 2023-2024 school year. The participating districts and the number of Special Patrol Officers to be assigned to each are as follows:

- Adirondack CSD (3 schools) – 4 FTE SPOs
- BOCES (4 schools) – 5 FTE SPOs
- Camden CSD (4 schools) – 5 FTE SPOs
- Clinton CSD (2 schools) – 3 FTE SPOs
- Holland Patent CSD (4 schools) – 4.5 FTE SPOs
- Remsen CSD (2 schools) – 3 FTE SPOs
- Sauquoit Valley CSD (2 schools) – 1 FTE SPO
- Utica CSD (10 schools) – 14 FTE SPOs
- Vernon Verona Sherrill CSD (3 schools) – 4 FTE SPOs
- Waterville CSD (1 school) – 1.5 FTE SPOs
- Westmoreland CSD (3 schools) – 2.5 FTE SPOs
- Whitesboro CSD (7 schools) – 8.5 FTE SPOs



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

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

Date 1-26-24



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

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

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

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

Office of the Sheriff

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens



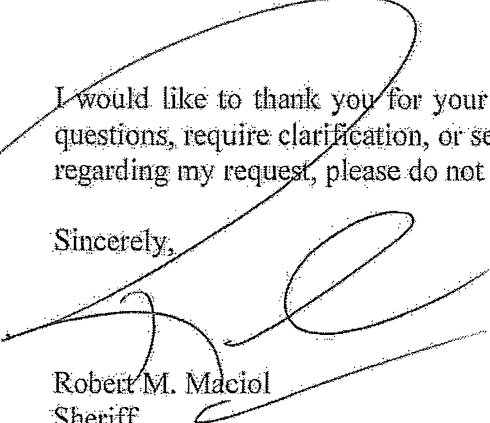
County of Oneida

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

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

Sincerely,


Robert M. Maciol
Sheriff



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

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Various School Districts

Title of Activity or Service: Special Patrol Officer Initiative

Proposed Dates of Operation: September 1, 2023 – August 31, 2024

Client Population/Number to be Served: Students, faculty, staff and visitors to area school districts

Summary Statements

1) Narrative Description of Proposed Services: Use of Special Patrol Officers (SPOs) at Various School Districts during the 2023-2024 School Year. The SPOs will work to establish building safety, and will also ensure security measures are in place and being followed by students, staff, parents, and visitors on school property. They will also provide a uniformed presence to deter criminal behavior on school grounds.

2) Program/Service Objectives and Outcomes: Provide for security and safety on school grounds, protect school property and maintain order in and around the school grounds, provide intervention between students and/or staff, investigate crimes and incidents.

3) Program Design and Staffing: Varies by district.

Total Funding Requested: Varies by district

Account #: A2735.1 (revenue)
A3121 (expense)

Oneida County Dept. Funding Recommendation: Varies by district

Proposed Funding Sources (Federal \$/ State \$/County \$): Participating school districts will cover one hundred percent of the cost.

Cost Per Client Served: N/A

Past Performance Data: This has been a successful program in the past

O.C. Department Staff Comments: Template Agreement to be used for various participating school districts.

Mandated: _____ **Not Mandated:** X

SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT

This School District Special Patrol Office Agreement (“Agreement”), effective September 1, 2023, is by and between the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“County”), through the Oneida County Sheriff’s Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 (“OCSO”) and _____ School District, a political subdivision of the State of New York with its principal offices located at _____ (“District”). The County and the District are each a “Party” and together, the “Parties.”

WITNESSETH

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to occur; and

WHEREAS, the District desires to engage the services of Special Patrol Officers (“SPOs”) as defined in NYS General Municipal Law (“GML”) §209-v, to provide a uniformed presence in the designated schools to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties’ goals are the following:

1. To establish a staff of SPOs to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities’ safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District

NOW THEREFORE, in exchange for the consideration hereinafter stated, the County and the District agree as follows:

1. Assignment of SPOs. The OCSO shall provide _____ SPOs to District schools, during the scheduled times which shall be established by mutual agreement

between the OCSO and the District. The OCSO will use a rotating staff of _____ SPOs based off the availability of each SPO. The District will receive a maximum of _____ hours of service from the SPOs, collectively, per week, each day that school is in session during the term of this Agreement as designated by the District (as defined below in Section 2.) The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2023 and expires on August 31, 2024, without notice, unless terminated earlier as provided in this Agreement (the “Term.”)
3. Compensation.
 - a. Basic Payment. The County will pay the SPO’s an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.
 - b. For each hour of SPO time, the District will pay the County the hourly rate of \$26.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$29.34 per hour.
 - i. In the event that the County becomes responsible for payment of overtime wages for any SPO assigned to the District pursuant to the Fair Labor Standards Act, the District shall be responsible to pay the County the increased hourly rate associated with such overtime hours.
 - c. For the sake of clarity, the District shall be responsible for one hundred percent (100%) of the costs of the SPOs assigned to it during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers’ compensation, disability, and unemployment insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.
 - d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in such rates. The new pay rates shall become effective upon the date specified by the County. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future action by the County changing the rate of pay and/or fringe benefits could include retroactive increases to rates for which the District will be responsible, and that the same may be enacted after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the

next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is enacted after the expiration of this Agreement.

- e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the District.
 - f. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time, including any overtime costs and any associated fringe benefits. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO designated supervisor as soon as the District is aware of a need for these additional hours.
 - i. The County retains the right, in its sole discretion, to refuse the District's request for additional hours.
 - g. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
 - h. Billing and Payment. The OCSO shall submit an invoice for payment of all sums due by the District pursuant to this Agreement to the District on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the sum due in each invoice to the County within seven (7) days of receipt.
4. Supervision of the SPOs. The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the District with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. Duties of the SPOs. The SPOs' duties shall be as follows:
- a. Provide security within the District facility that the SPO is assigned to in accordance with GML § 209-v.
 - b. Protect school property and maintain order in the school site.
 - c. Report violations of law.

- d. Enforce New York State laws, rules and regulations which are relevant to the performance of the SPO's duties, as set forth in Exhibit A.
- e. Act as liaison with police and fire officials.
- f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
- g. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the District with a replacement SPO to the extent that the OCSO has adequate staffing to do so in the County's sole discretion. The OCSO shall notify the principal or designee of that school of the replacement SPO, if any.
- h. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
- i. The SPOS are prohibited from detaining or questioning students about their immigration status.
- j. The SPOs shall not take any action that would be considered student discipline. The SPO role is To protect the property and persons on the District premises. Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
- k. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

6. Additional Responsibilities of the OCSO.

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by the Parties that the OCSO will retain tactical control of all of the SPOs. The OCSO will provide SPOs who meet the requirements as prescribed in GML § 209-v.
- b. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- c. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent in the District.
- d. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. Additional Responsibilities of the District.

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties.
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide the SPOs with full access to school facilities and personnel.
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus.
- e. Evaluate the program and administer an annual assessment of the program.
- f. Make recommendations to the designated supervisor and program adjustments as appropriate.
- g. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. The District shall be responsible for dialing 911.
- h. District shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District.
- i. District shall ensure all windows, doorways and locks are kept clear and secure.
- j. District shall provide SPOs with a master key to all doors, as well as a map of the campus and surrounding property.
- k. District shall be responsible for providing and maintaining security equipment to monitor the District campus including but not limited to: internal and external entry ways and exits.

8. Confidentiality and Disclosure of Records.

- a. Confidentiality. The County, OCSO, and the District agree that any personally identifiable information or information that may be considered sensitive or confidential and subject to provisions of Federal and New York State law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act, New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- c. HIV-Related Information.

- i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
- ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "

- d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

9. **Requirements of New York State Education Law Section 2-d.**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) &(f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by the District:

- i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iii. Except for authorized representatives of the third-party contractor, necessary law enforcement and/or the District Attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other person:
 - 1. Without prior written consent of the parent or eligible student; or
 - 2. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- c. In accordance with Education Law §2-d (3), the Parents Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

10. Resolution of Disputes/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the District may terminate this Agreement with a thirty (30) day notice to the County.
- b. If programmatic issues occur that cause the OCSO to determine that termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.

- d. In the event that there are changes to the law that affect the County's ability to assign SPOs to a school district, this Agreement shall immediately terminate on its own. In such event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.
 - e. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(d) above.
 - f. If this Agreement is terminated for any reason, the District will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of this Agreement. The necessary documents, notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.
 - g. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
11. Independent Contractors. It is expressly understood and agreed that the legal status of the County, OCSO, and their officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the County, OSCO, or SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation, unemployment insurance, and health insurance where applicable, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.

12. Indemnification & Insurance.

- a. The District agrees to indemnify, save, and hold harmless the County, OSCO, and their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the County and/or the OCSO and its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance or self-insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons.

13. No Special Duty. Nothing in this Agreement shall create a special duty to the District or to any third party, including, but not limited to, employees and students of the District. The County and OCSO cannot promise or guarantee crime prevention, safety, or security.

14. Suspension of Work.

- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
 - i. In the event of a suspension and subsequent authorization to resume work, the County shall have up to thirty (30) days to secure adequate staffing to resume work, or notify the District that it is unable to do so and terminate this Agreement.
- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. Notices. All notices to the County should be sent to:

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

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the District should be sent to:

[insert]

16. Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.
17. Assignment. Neither Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.
18. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.
19. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
20. Entire Agreement. The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents Bill of Rights), Addenda A-2 (Model Notification of Rights under FERPA for Elementary and Secondary Schools), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed.

For Oneida County

Anthony J. Picente, Jr.
County Executive

Date

For District

President, Board of Education

Date

Approved

Christopher J. Kalil
Assistant County Attorney

ADDENDA A-1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, “educational agencies” (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents’ Bill of Rights for Data Privacy and Security (Parents’ Bill of Rights). The Parents’ Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a “third party contractor” (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c (“APPR data”).

The purpose of the Parents’ Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents’ rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child’s student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents’ Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent’s identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents’ rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at [NYSED Student Data Elements](#), or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an “educational agency.”

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ADDENDA A-2

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
 - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

FN 20 24-135

February 9, 2024

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal /State	\$
2754.90	2205660	Firehouse Road over Reall Creek	Town of Deerfield	Federal /State	\$ 3,337,635
				Town	\$ 176,000
				TOTAL	\$ 3,513,635

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Deerfield regarding PIN 2754.90. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State aid agreements and finance project expenses. Capital Project H-557 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Deerfield for all remaining expenditures.

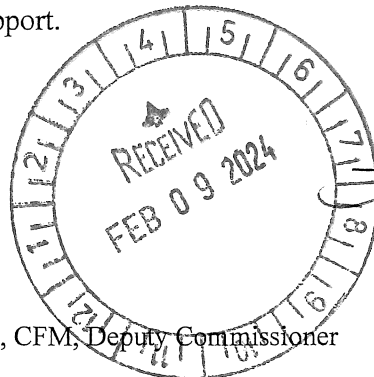
The enclosed agreement between Oneida County and the Town of Deerfield formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
 Commissioner



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

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

Date 2-9-24

cc: Nicholas P. DiGennaro, P.E., CFM, Deputy Commissioner

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Town of Deerfield
6329 Walker Road
Deerfield, New York 13502

Title of Activity of Service: Intermunicipal Agreement

Proposed Dates of Operation: Start on Execution – September 30, 2033

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal /State	
2754.90	2205660	Firehouse Road over Reall Creek	Town of Deerfield	Federal /State	\$ 3,337,635.00
				Town	\$ 175,665.00
				TOTAL	\$ 3,513,300.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has offered assistance to the Town of Deerfield regarding PIN 2754.90. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Deerfield for all remaining expenditures.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-557
Total Funding Requested:	\$3,513,300.00
Oneida County Dept. Funding Recommendation:	\$3,513,300.00
Proposed Funding Sources	
Federal:	\$3,337,635.00
New York State:	\$0.00
Oneida County:	\$0.00
Town of Deerfield:	\$175,665.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (“Agreement”), effective upon the date of its full execution, is made by and between the Town Of Deerfield (“Town”), a New York municipal corporation with offices located at 6329 Walker Road, Deerfield, New York 13502, and the County of Oneida (“County”), a New York municipal corporation with offices located at 800 Park Avenue, Utica, New York, 13501. The Town and County are each a “Party” and together, the “Parties”.

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate a bridge on Firehouse Road over Reall Creek (BIN 2205660), located in the Town of Deerfield, Oneida County (the “Project”); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (“NYSDOT”) for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.90, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Three Million Three Hundred Thirty-Seven Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$3,337,635.00) in the form of Federal and State Aid; and

WHEREAS, a “Project Sponsor” is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

- 1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1. The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2. Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

4. NON-WAIVER

4.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

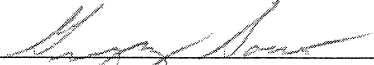
5.1. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

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

County of Oneida

Town of Deerfield

Anthony J. Picente, Jr.
Oneida County Executive



Gregory Sacco
Town Supervisor

Date: _____

Date: 1/31/24

Approved

By: _____
Andrew Dean, Esq.
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Application Information

The application is to apply for one bridge project or one culvert project under the BridgeNY Program funding.

To use the Adobe Lifecycle form, save a copy of the form to your computer. From your computer, open the saved form to start entering the requested information.

Web browsers such as Apple Safari, Google Chrome, and Mozilla may have their own non-Adobe PDF readers set as the default reader. If using one of these browsers, ensure that the default PDF viewer is changed to Adobe Reader. Applicants can use the latest version of the free Adobe Acrobat Reader to complete the form. The latest versions Adobe Acrobat Standard, Pro or DC can be used to maximize the functionality in the form.

Unless otherwise indicated, use the "Tab" function to navigate through the form to ensure questions are answered in the correct order. Applicants should complete all fields as they appear in the application.

General Instructions for Completing the Application

PART A: Project Sponsor Information

Enter the Project Sponsor Information in the designated boxes.

PART B: Application Type

Choose whether this application is going to be for a bridge project or a culvert project. The appropriate fields will remain visible in the application depending on the type chosen. Example: For a bridge project, the bridge only fields remain visible and the culvert only fields become invisible.

PART C: Project Estimate

Enter the estimated costs for each of the following project costs: construction, construction inspection, right of way acquisition, and design. Enter the amount of any other funds you have already secured for this project.

PART D: Existing Structure Information

For a bridge application, enter the fields that are visible under Existing Bridge Information. Download the Existing Bridge Information Worksheet (ExistingBridgeInfo2021Data.xlsx) from <https://www.dot.ny.gov/bridgeny> to obtain information on the bridge you are applying for. A copy of this information should be attached in PART G of the application. This information will be used by reviewers during the project evaluation process.

For a culvert application, enter the fields that are visible under Existing Culvert Information.

PART E: Project Needs

Enter the appropriate information regarding the project needs, scope and special features. Note that the space is limited to the visible area for text fields.

PART F: Project Delivery

Enter the information pertaining to the delivery of the project, including design status and any right of way needs.

PART G: Project Attachments

Attach appropriate documents to the application. All attachments listed allow the applicant to better describe the need for the project.

Applications for bridge projects that have had a NYS PE review along with a letter certifying the review of the application will receive additional weight during the scoring process. To show that the application has been reviewed by a NYS PE, a letter stating such needs to be attached to the application for the final submission. This letter needs to contain the signature of the NYS PE.

Project attachments are not limited to those listed in the application. The applicant may attach other files to the email being submitted with the application itself.

PART H: Application Submission

A digital signature or a wet signature is required to complete the application. If you do not have a digital ID already created, follow the directions that show up when you click on signature. If you cannot create a digital signature, include a scan of the final page of the application with a wet signature with your submission.

Once the form is signed the application may be submitted to the Regional Program and Planning Manager in your NYSDOT Region.

Save Form



PART A: SPONSOR INFORMATION

Applicants must complete all required fields as they appear in the application. Required fields are designated by a preceding asterisk (*).

*Project Sponsor:

Town of Deerfield

SPONSOR RESPONSIBLE POINT OF CONTACT INFORMATION:

Salutation: Mr. *First Name: Sam *Last Name: Arcuri

*Title: Highway Superintendent

*Address: 1 6892 State Rt. 8

Address 2:

*City: Deerfield *State: NY *Zip Code: 13502

*Phone #: (315) 826-7014 *E-mail: townofdeerfield@centralny.twcbc.com

Check here if Business address and Contact address are the same. If not, please provide the Business address below:

Address 1:

Address 2:

City: State: Zip Code:

Phone #: E-mail:

PART B: APPLICATION TYPE

*Application Type: Bridge *Region: 2

Choose bridge or culvert for application type. Select the NYSDOT Region the project is in.

A bridge application is required if the span length is greater than or equal to 20 ft. A culvert application is required if the span length is less than 20 ft. Use the span length of the existing structure, not the span length of the proposed structure.



PART G: PROJECT ESTIMATE

Input values for the following project costs. A detailed project estimate should be attached in PART G of the application.

Description	Costs
Construction	\$2,295,688
Field Change Payment, 5% and Mobilization, 4%	\$206,612
Construction Inspection	\$351,000
Right of Way *	\$35,000
Design (Preliminary & Final) **	\$625,000
Total Project Cost	\$3,513,300

*Right of Way costs include the cost for hiring a firm to process the ROW and the cost of the acquisition itself. The cost of hiring a firm may be as much as \$30,000.

**Design Costs shall include but are not limited to preliminary and final design, survey, geotechnical exploration/borings, mussel or other endangered species coordination and field work, wetland delineation, and utility coordination

***For Culvert projects a minimum Design (Preliminary & Final) cost is recommended as \$150,000 - upstate, \$180,000 downstate.

<p style="text-align: center;">Other Funds Already Secured (This is not the Local Match. Local Match is calculated below)</p>

Description of Other Funds:

Bridge Projects

Total BridgeNY Funds Requested (95%)	\$3,337,635
Total Local Match (5%)	\$175,665

Suggested values for Design, Right of Way, and Construction Inspection costs are provided as a percentage of the total construction cost. These values are provided for reference only. The Sponsor is responsible for all costs input into the application.

	Low Range (% of Const. Cost)	High Range (% of Const. Cost)	Calculated Low Value (from user input)	User Input Value (repeated from above)	Calculated High Value (from user input)
Construction Inspection	12%	15%	\$300,276	\$351,000	\$375,345
Right of Way	0%	5%	\$0	\$35,000	\$125,115
Design (Preliminary & Final)***	20%	30%	\$500,460	\$625,000	\$750,690

Save Form



PART D: EXISTING STRUCTURE INFORMATION

Input the following information. If a bridge application was chosen in Part B, only the bridge fields will be visible. If a culvert application was chosen in Part B, then only culvert fields will be visible.

Existing Bridge Information

*Bridge Identification Number (BIN)

Project Identification Number (PIN)

(Input PIN number if applicable)

Check the box if the bridge is owned by the sponsor applying for funds.

Check the box after you download the Existing Bridge Information Worksheet (ExistingBridgeInfo2021Data.xlsx) from <https://www.dot.ny.gov/bridgeny> to obtain information on the bridge you are applying for. A copy of this information should be attached in PART G of the application.



PART E: PROJECT NEEDS

*This project is needed to address the following (check all that apply)

- Structural Condition
- Inadequate Structural Capacity/Load Rating
- Hydraulic Inadequacies
- Inadequate Vertical Clearance (under or over)
- Other

*Project Scope

If other, provide
explanation.
Space limited to
visible field.

The existing pipes do not have natural substrate which NYSDEC requires. Also the pipes have had recent repairs of a paved invert, which has the potential to increase downstream erosion due to increased stream velocities.



Describe the project/infrastructure need. Space is limited to the visible area.

*Project Needs Description:

To replace the existing double pipe bridge that has known hydraulic vulnerabilities from scour, frequent obstruction with stream debris and condition deficiencies. The attached bridge inspection report indicates structural deficiencies and vulnerabilities. Town of Deerfield maintenance forces are required to clean the existing double pipe structure regularly during spring and summer rain events to prevent the road from being over-topped. The culvert has required regular repairs along the invert of the pipes and at the inlet. AADT on this road is estimated at 1016 vehicles. This bridge is one of the southern bridges in the Town of Deerfield that crosses Reall Creek for local residents with a detour of one mile. The next northern crossing of this hydraulic feature is NY31, which is 6 miles round trip.

Describe the project Scope. Space is limited to the visible area.

*Project Scope Description:

To remove the existing structure and replace with a hydraulically sufficient one. The proposed WZTC plan will be an off-site detour using Coventry Ave to Trenton Road. Construction will entail excavation of the existing double pipe bridge, layback of the earth to accommodate a new substructure, installation of the new substructure and curved steel multi-girder superstructure, installation of scour countermeasures, and incidental roadway reconstruction. Mill / filling of the highway approaches may be necessary to correct any horizontal or vertical alignment curve due to settlement of the road since its original construction. Installation, removal, and modification of other permanent appurtenances and features such as guiderail, signs, stream grading, rock veins, and landscape work for environmental permitting may be necessary.

Describe the project's special features. Space is limited to the visible area.

Project Special Features Description:

None. ROW takings in fee will be necessary to ensure all permanent structure and roadway features remain the property of the Town after construction. There are no known utility or cultural resource conflicts at this location. Overhead utility lines are approximately 10' off edge of pavement on the south-western side of the bridge. Coordination with the utility owners for pole relocation shall occur after detailed design approval during the ROW Acquisition Phase and work to move the utility features is anticipated to occur before existing bridge demolition.

PART F: PROJECT DELIVERY

* Indicate the current project status:

Planning Stage

*Estimated Month and Year of Letting:

09/2024

Project Priority:

1

(Input project priority with respect to other BridgeNY applications by the same sponsor, if applicable)

Save Form



Department of Transportation

BridgeNY Program Application

*Number of anticipated ROW acquisitions: Additional ROW information can be included as an attachment if the provided space is inadequate. See Notice of Funding Availability for ROW requirements.

Identify the property right(s) to be acquired and proof of right of way ownership: Ownership can be shown through surveys and clearance certificates, highway boundary line on a stamped plan, or record plans. Tax maps are not sufficient documentation.

The maps entitled "PERMANENT EASEMENT NO. IRI" shows land previously acquired from Samuel Gentile (adjacent land owner to the north and southwest of the highway) and Robert Mahardy (adjacent land owner to the southeast of the highway) which expands the 3-rod right of way for the installation of the existing culvert. The project is anticipated to impact 4 parcels and will include temporary easements only to facilitate construction: Joanne E Phelps Living Trust 307.010-5-1, Edward Sergott 307.010-5-67.1, Shirley Mahardy 307.010-5-68 and Time Warner Cable Northeast 307.010-5-67.2.

*Will the project have an effect on any district, site, building, structure or object that is listed, or may be eligible for listing on the National Register of Historic Places?

***STATUS OF ENVIRONMENTAL REVIEWS:**

State Environmental Quality Review Act (SEQR):

Explain:

National Environmental Policy Act (NEPA):

Explain:

*In the Chart below, select the status that best represents the project deliverable:

Project Deliverables:	Status	Anticipated Completion Date
Design Report	<input type="text" value="Not Started"/>	July 2023
Advanced Detail Plans (ADPs)	<input type="text" value="Not Started"/>	June 2024
Plans, Specifications, and Estimates (PS&Es)	<input type="text" value="Not Started"/>	August 2024
Bid Proposal Documents	<input type="text" value="Not Started"/>	September 2024

Additional Information regarding Project Delivery (if applicable)

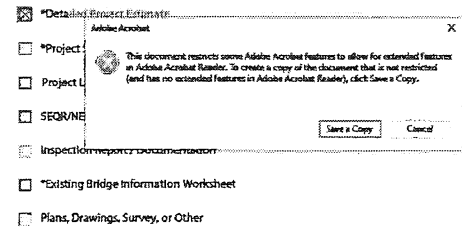
See attached schedule for breakdown assuming 12 month requirement for ROW Acquisitions to be finalized prior to construction. An environmental review has been initiated by an qualified environmental scientist, who has completed resource screenings through the NYSDEC Environmental Resource Mapper, USFWS species list, and NYSOPR&HP CRIS databases. Attached is document accounting for environmental resources to show understanding and approach for environmental consulting needs during design.



PART G: ATTACHMENTS

Attach the following documents to the application:

NOTE - if you are using the free version of Adobe Reader you will not be able to attach documents to the application. If using the free version of Adobe Reader attach the following documents to the e-mail when submitting the application. If you are using a paid version of Adobe software save a copy of the form to your computer then open the saved form to be able to attach documents.



Total number of attachments: (check applicable boxes below) 14

- Checked boxes: Detailed Project Estimate, Project Schedule, Project Location Map, SEQR/NEPA Information, Inspection Report / Documentation, Existing Bridge Information Worksheet, Plans, Drawings, Survey, or Other, Letter certifying that a Quality Assurance review by a NYS Professional Engineer has been completed, including signature. (See Instructions on page 2 under Part G Project attachments)

Project attachments are not limited to those listed in the application. The applicant may attach other files to the email being submitted with the application itself.

Save Form



PART H: APPLICATION SUBMISSION

*CERTIFICATION:

I acknowledge that I have read the appropriate guidance for the program to which I am applying (BridgeNY) and understand the application instructions, the program requirements and the terms and conditions associated with the reimbursement program.

Check this box if you have attached a signed certification letter from a NYS Professional Engineer stating they have reviewed the application. (Bridge projects only)

*ATTESTATION:

By entering my name in the digital signature space below, I certify that I am authorized on behalf of the Sponsor and its governing body to submit this application. I further certify that all of the information contained in this application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application are true, correct and complete to the best of my knowledge and belief. I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority, or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

DIGITAL SIGNATURE INFORMATION:

Entering your digital signature in the box below locks the fields above the signature. To remove your digital signature, click the right button on your mouse and select "Clear Signature" to release the fields. You can then correct any errors or add additional information. The document will need to be re-signed before it can be submitted.

If you cannot create a digital signature, include a scan of the final page of the application with a wet signature with your submission.

Signature: [Signature box]

Prior to submitting applications please rename the file as follows:

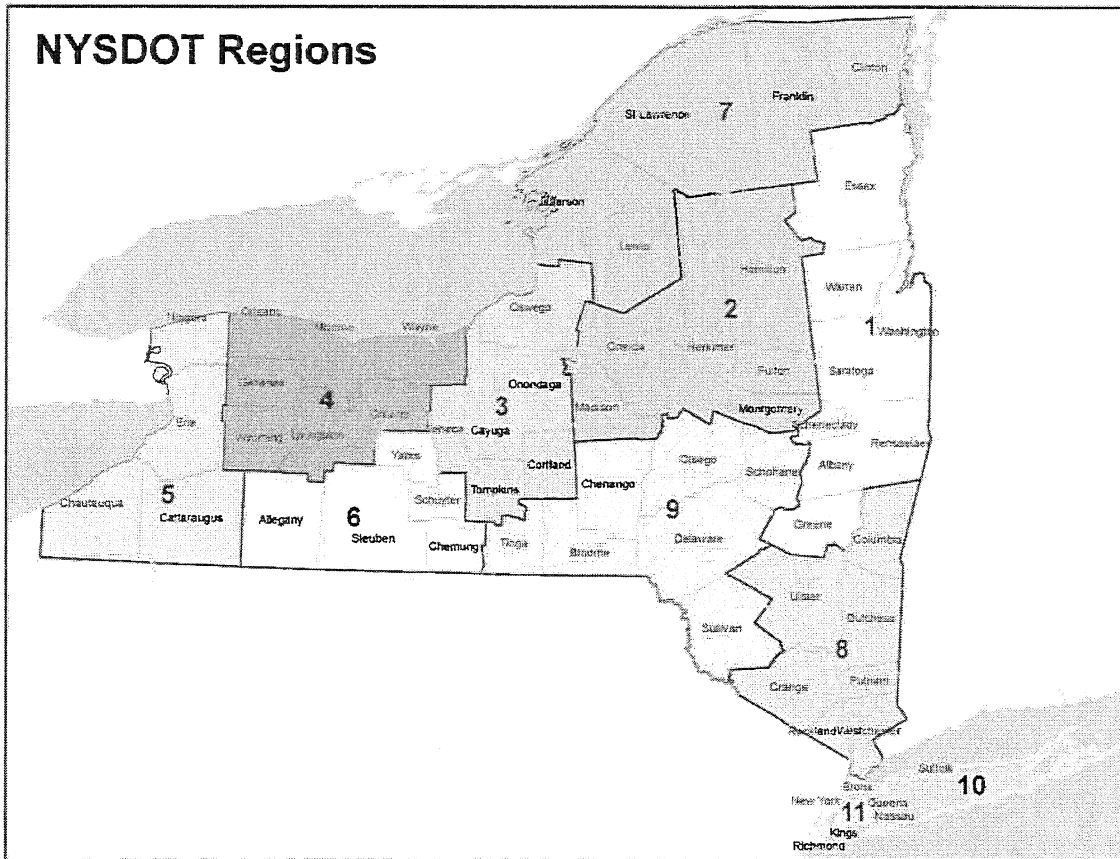
File Name for Bridge Application: B-R2-Town of Deerfield-2205660.pdf

Submit completed BridgeNY Application and all attachments to the e-mail of the NYSDOT Region that the project is located in from the list below

-See Region-County map and list on page 10

REGION EMAIL LIST:

- Region 1 - R01.BNY@dot.ny.gov Region 7 - R07.BNY@dot.ny.gov
Region 2 - R02.BNY@dot.ny.gov Region 8 - R08.BNY@dot.ny.gov
Region 3 - R03.BNY@dot.ny.gov Region 9 - R09.BNY@dot.ny.gov
Region 4 - R04.BNY@dot.ny.gov Region 10 - R10.BNY@dot.ny.gov
Region 5 - R05.BNY@dot.ny.gov Region 11 - R11.BNY@dot.ny.gov
Region 6 - R06.BNY@dot.ny.gov



NYSDOT Region-County List

Region 1	Region 3	Region 6	Region 9		
Albany	Cayuga	Allegany Chemung Schuyler Steuben Yates	Broome		
Essex	Cortland		Chenango		
Greene	Onondaga		Delaware		
Rensselaer	Oswego		Otsego		
Saratoga	Seneca		Schoharie		
Schenectady	Tompkins	Region 7 Clinton Franklin Jefferson Lewis St. Lawrence	Sullivan		
Warren	Region 4 Genesee Livingston Monroe Ontario Orleans Wyoming Wayne		Tioga		
Washington			Region 10 Massau Suffolk		
Region 2 Fulton Hamilton Herkimer Madison Montgomery Oneida		Region 5 Cattaraugus Chautauqua Erie Niagara		Region 8 Columbia Dutchess Orange Putnam Rockland Ulster Westchester	Region 11 Bronx Kings New York Queens Richmond



PART H: APPLICATION SUBMISSION

*CERTIFICATION:

I acknowledge that I have read the appropriate guidance for the program to which I am applying (BridgeNY) and understand the application instructions, the program requirements and the terms and conditions associated with the reimbursement program.

Check this box if you have attached a signed certification letter from a NYS Professional Engineer stating they have reviewed the application. (Bridge projects only)

*ATTESTATION:

By entering my name in the digital signature space below, I certify that I am authorized on behalf of the Sponsor and its governing body to submit this application. I further certify that all of the information contained in this application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application are true, correct and complete to the best of my knowledge and belief. I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority, or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

DIGITAL SIGNATURE INFORMATION:

Entering your digital signature in the box below locks the fields above the signature. To remove your digital signature, click the right button on your mouse and select "Clear Signature" to release the fields. You can then correct any errors or add additional information. The document will need to be re-signed before it can be submitted.

If you cannot create a digital signature, include a scan of the final page of the application with a wet signature with your submission.

Signature: [Handwritten signature: Samuel R. Green]

Prior to submitting applications please rename the file as follows:

File Name for Bridge Application: B-R2-Town of Deerfield-2205660.pdf

Submit completed BridgeNY Application and all attachments to the e-mail of the NYSDOT Region that the project is located in from the list below

-See Region-County map and list on page 10

REGION EMAIL LIST:

- Region 1 - R01.BNY@dot.ny.gov Region 7 - R07.BNY@dot.ny.gov
Region 2 - R02.BNY@dot.ny.gov Region 8 - R08.BNY@dot.ny.gov
Region 3 - R03.BNY@dot.ny.gov Region 9 - R09.BNY@dot.ny.gov
Region 4 - R04.BNY@dot.ny.gov Region 10 - R10.BNY@dot.ny.gov
Region 5 - R05.BNY@dot.ny.gov Region 11 - R11.BNY@dot.ny.gov
Region 6 - R06.BNY@dot.ny.gov

Save Form



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

February 21, 2024

FN 20 24-138

Anthony J. Picente Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

The Oneida County Department of Public Works maintains two road wideners. A road widener is a type of heavy machinery used to grade and slope roadway materials like asphalt, road stone, gravel and dirt. The DPW utilizes this equipment to install and maintain shoulders in the majority of its 600 miles of roads.

Oneida County procured a new road widener in 2019 through a Request for Bid (RFB-2034) and acquired a 2019 Weiler W530A. It is now time to replace the second road widener in our fleet, a 1998 Barber Green. Due to the long useful life of these specialized pieces of equipment and the need to store critical replacement parts, it would benefit the County greatly if both wideners were the same general make and model. This would allow the wideners to share parts and also achieve efficiencies in servicing and operating the wideners.

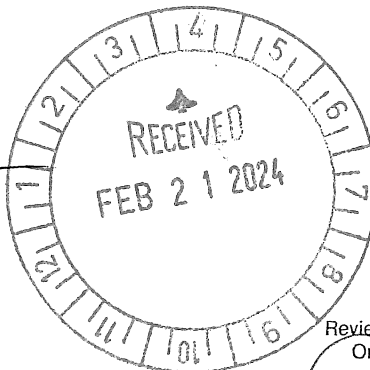
General Municipal Law, Section 103(5) provides that, upon adoption of a resolution by at least 3/5 vote of the governing body of a political subdivision stating that, for reasons of efficiency or economy, there is a need for standardization of a particular kind of equipment, the political subdivision may specify that type of equipment when procuring the equipment. This is mirrored in County of Administrative Code Section 306(c)(4).

We therefore respectfully request that the Board of Legislators adopt a resolution (by two-thirds vote) providing for the standardization of heavy machinery-road wideners to the Weiler make. If you agree with this request, I ask that you forward it to the Board of Legislators for its consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by

Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive

Date 2-21-24



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

February 2, 2024

FN 20 24-137

Anthony J. Picente, Jr.
 Oneida County Executive
 800 Park Avenue
 Utica, NY 13501

PUBLIC WORKS
 WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.83 Simmons Road over Tributary to Sconondua Creek, located in the Town of Augusta, New York.

The Oneida County Board of Legislators will be presented with an inter-municipal agreement with the Town of Augusta granting Oneida County the authority to act as project sponsor. NYSDOT has agreed to provide funding in the amount of 100% of the costs of this project up to \$1,498,680.00. This agreement also made the Town of Augusta responsible for all project costs which exceed the available funding.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis by a committee appointed by this department. After all proposals were reviewed and scored, it was determined that M.J. Engineering and Land Surveying P.C. is the most qualified consultant for this project.

On November 15, 2023, the Board of Acquisition & Contract awarded the contract to M.J. Engineering and Land Surveying P.C., to provide plan and specification design services for the aforementioned project in the amount of \$250,000.00.

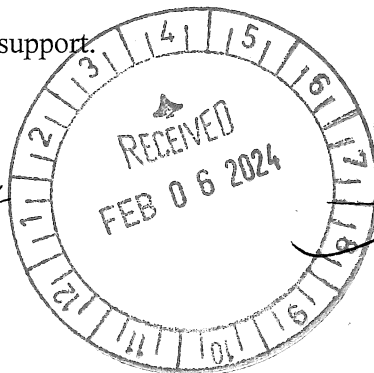
Please consider the attached Agreement, and if it meets with your approval, please forward the same to the Board of Legislators for its approval.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive

Date 2-6-24

Enclosures

Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	M.J. Engineering and Land Surveying P.C. 1533 Crescent Road Clifton Park, New York 12065
Title of Activity of Service:	Consultant Services Agreement
Proposed Dates of Operation:	Start on Execution – 12/31/2033
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed contract is for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.83 Simmons Road over Tributary to Sconondoa Creek, located in the Town of Augusta, New York.

The Oneida County Board of Legislators will be presented with an inter-municipal agreement with the Town of Augusta granting Oneida County the authority to act as project sponsor. NYSDOT has agreed to provide funding in the amount of 100% of the costs of this project up to \$1,498,680.00. This agreement also made the Town of Augusta responsible for all project costs which exceed the available funding.

Proposals were solicited from qualified consultants and responses were evaluated. On November 15, 2023, the Board of Acquisition & Contract awarded the contract to M.J. Engineering and Land Surveying P.C., to provide design services for the aforementioned project in the amount of \$250,000.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-DPW-038 (H-557)
	Total Funding Requested:	\$ 250,000.00
	Oneida County Dept. Funding Recommendation:	\$0.00
	Proposed Funding Sources	Federal: \$ 0.00
		State: \$250,000.00
		County: \$0.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

Memo

To: Matthew S. Baisley, P.E.
Secretary, Board of Acquisition & Contract

Al Barbato
Director of Purchasing

From: Nicholas P. DiGennaro, P.E., CFM
Deputy Commissioner, Division of Engineering

Date: November 6, 2023

Re: Capital Fund: H-DPW-038 (H-557)
Contract No.: H2357999
PIN 2754.83 Simmons Road over Tributary to Sconondoa Creek
Town of Augusta

New York State created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. The Town of Augusta has been awarded the following grant through this program.

PIN	Road/Feature	Municipality	Funding	
			State	Town
2754.83	Simmons Road over Tributary to Sconondoa Creek	Town of Augusta	\$ 1,498,680	
				\$0
			TOTAL	\$1,498,680

The Oneida County Board of Legislators will be presented with an inter-municipal agreement between the Town of Augusta and Oneida County whereby Oneida County is granted the authority to act as project sponsor. The inter-municipal agreement will also make the Town of Augusta responsible for all project costs not eligible for federal or state aid. A combination of federal and state funding will reimburse the County for 100% of the costs of this project.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualification basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that M. J. Engineering and Land Surveying, P.C., is the most qualified consultant for this project. Subsequently the Oneida County Department of Public Works negotiated a proposed contract with M. J. Engineering and Land Surveying, P.C., to prepare plans and specifications. Construction inspection services will be added at a later date via amendment.

I recommend award of contract H2357999 to M. J. Engineering and Land Surveying, P.C. (MJELS), of Clifton Park, New York in the amount of \$250,000.00 to prepare plans and specifications for the culvert replacement on Simmons Road over Tributary to Sconondoa Creek in the Town of Augusta.

cc: project file

ADGENDA
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: November 15, 2023; 11:00 a.m.

LOCATION:

Roll Call:

County Executive:

Chairman of the Board:

Commissioner of Public Works:

Report of Officials:

Motion to accept all items on the November 15, 2023, Board of Acquisition and Contract Agenda:

Second By:

1. Approval of an Agreement between Oneida County and Peter J. DiGiorgio, Jr. Esq. (Contract #185401) to provide legal advice and counsel relative to the Attorney Mentoring Program. Mr. DiGiorgio will provide mentoring support to assigned mentees to help them develop the skills to serve as County Law Article 18-b attorneys for indigent clients. The term begins on January 1, 2022 and ends on December 31, 2024. The total cost is \$45,000.00, which is to be reimbursed by grant funding from the New York State Office of Indigent Legal Services. Upon recommendation of Michael Arcuri and Al Barbato.
A1340-1171.195

2. Approval of an Agreement between Oneida County and Peter M. Hobaica, Esq. (Contract #185403) to provide legal advice and counsel relative to the Attorney Mentoring Program. Mr. Hobaica will provide mentoring support to assigned mentees to help them develop the skills to serve as County Law Article 18-b attorneys for indigent clients. The term begins on January 1, 2022 and ends on December 31, 2024. The total cost is \$37,500.00, which is to be reimbursed by grant funding from the New York State Office of Indigent Legal Services. Upon recommendation of Michael Arcuri and Al Barbato.
A1340-1171.195

3. Award of a Contract in the amount of \$250,000.00 to M.J. Engineering and Land Surveying, P.C. (Contract#H2357999) to prepare plans and specifications for the culvert replacement on Simmons Road over Tributary to Sconondoa Creek in the Town of Augusta. (PIN 2754.83). Oneida County agreed to serve as project sponsor and the Town of Augusta agreed to fund 100% of all project expenses not reimbursed by Federal or State aid. In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed, and it was decided that M.J. Engineering and Land Surveying, P.C. is the most qualified consultant for this project. If awarded, a contract will be forwarded to the Oneida County Board of Legislators for consideration.
Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-DPW-038
4. Approval of a Change Order No.01 in the amount of \$57,850.00 to E-J Electric, LLC. for electrical work needed to finish the Wynn Hospital Public Parking Facility. The original contract amount is \$4,980,000.00 and the new proposed contract amount to date is \$5,037,850.00.
Upon recommendation of Nicholas DiGennaro, P.E., CFM.
H-DPW-043/ H2249703
5. Approval of a Change Order No.02 in the amount of \$204,085.00 to E-J Electric, LLC. for security equipment for the Wynn Hospital Public Parking Facility. The original contract amount is \$4,980,000.00 and the new proposed contract amount to date is \$5,241,935.00.
Upon recommendation of Nicholas DiGennaro, P.E., CFM.
H-DPW-043/ H2249703
6. Award Bid Reference #2224 for Oneida County Health Clinic Stand-By Generator (Contract #H2357299). On October 10, 2023, bids were opened for Bid Reference #2224. Oneida County received bids from multiple vendors and an award to the lowest possible responsive bidder, Oneida Electrical Contractors, Inc.-Utica, NY in the amount of \$423,688.00 is recommended.
Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-DPW-071/ A4010-420-290 / A4010-4020-495
7. Approval of a Settlement between Rhonda Rutz and Oneida County. On October 5, 2023, an Oneida County Bureau of Weights and Measures was operating a county vehicle in the Town of Camden when he backed into the claimant's vehicle. Repairs to the vehicle totaled \$2,889.55 (this includes \$500.00 for a rental vehicle if necessary). A payment in the amount of \$2,889.55 to Rhonda Rutz is recommended to settle the property damage claim.
Upon recommendation of Adjuster Gus Boucher and County Attorney Peter Rayhill.

8. Acceptance of an Agreement between ElderLife, Inc. d/b/a 50 Forward Mohawk Valley and Oneida County (Contract #174756). 50 Forward Mohawk Valley will continue the Bill Payer Assistance Program for seniors who need help tracking bills, balancing checkbooks or keeping records. The total amount of this agreement is \$8,100.00 with 75% federal funding (\$6,075.00) and 25% County funding (\$2,025.00). The term of this agreement begins on January 1, 2023 and ends on December 31, 2023.
Upon recommendation of Colleen Fahy-Box and Al Barbato.
A6772.495.121

9. Acceptance of an Agreement between ElderLife, Inc. d/b/a 50 Forward Mohawk Valley and Oneida County (Contract #175129). 50 Forward Mohawk Valley will provide health education and preventative services for seniors through four Evidence Based Promotions Programs, health workshops, screenings, clinics and health fairs. The total amount of this agreement is \$14,000.00 with 90% federal funding (\$12,600.00) and 10% County funding (\$1,400.00). The term of this agreement begins on January 1, 2023 and ends on December 31, 2023.
Upon recommendation of Colleen Fahy-Box and Al Barbato.
A6772.495.121

10. Acceptance of a Renewal Agreement between Oneida County and the North Utica Senior Citizen's Recreation Center, Inc., (renewal Contract #175104). This Agreement is for the provision of NY Connect Outreach, Education, Promotional Activities, and Materials to Oneida County residents. This agreement is the 3rd of 4 Renewals as agreed on the original contract. The total amount of this agreement is \$6,910.00 with 90% federal funding (\$6,219.00) and 10% county funding (\$691.00). The term of this agreement begins on October 1, 2022 and ends on September 30, 2023.
Upon recommendation of Collen Fahy-Box and Al Barbato.
A6772.495.136

Motion to Adjourn:

Second By:

Submitted by:

Matthew S. Baisley, Secretary
Board of Acquisition and Contract

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (the “Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and M.J. Engineering and Land Surveying P.C. (“Consultant”), a New York domestic professional service corporation with its principal place of business located at 1533 Crescent Road, Clifton Park, New York 12065. The County and Consultant are each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, the County requires consulting services, and issued a request for proposals (“RFP”) seeking such services, for a culvert replacement project, Project Identification Number 2754.83 Simmons Road Over Tributary To Sconondoa Creek, in the Town of Augusta; and a copy of the RFP is annexed as Attachment B; and

WHEREAS, Consultant submitted a proposal to provide such services (“Proposal”), and a copy of its proposal is annexed as Attachment C; and

WHEREAS, the County wishes to retain Consultant to provide the services, and the Consultant wishes to provide the services in exchange for payment;

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

1. SERVICES

1.1. Consultant shall provide the services described in the RFP and the Proposal (collectively, the “Services”) upon the issuance by the County to Consultant of a written Notice to Proceed.

2. TERM

2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon completion of all work required of Consultant, but no later than December 31, 2033.

3. NOTICE TO PROCEED

3.1. The Notice to Proceed shall be in the form of a letter signed by County’s Project Manager (the “Project Manager”), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued, and the County shall have no obligation to compensate Consultant for any fees or costs incurred before the Notice to Proceed is issued.

4. COMPENSATION

4.1. For providing the Services, Consultant will be paid a not-to-exceed fee of Two Hundred Fifty Thousand dollars and Zero cents (\$250,000.00). No Services shall commence until the Notice to Proceed is issued.

4.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in the Proposal.

4.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

4.4. 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. Services 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 services completed and/or on completion of major tasks.

4.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement, deduct the cost from the amounts due under this Agreement, and recover any remaining costs from Consultant.

4.6. Additional compensation, at a mutually agreed-upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this Agreement, provided that such claims are not the fault of Consultant.

4.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

6. SCOPE OF SERVICES

6.1. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in the RFP.

6.2. Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents, and servants with all equipment necessary to comply with all applicable federal and state safety standards.

7. PERFORMANCE OF SERVICES

7.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

7.2. Consultant's Services shall be completed and submitted with reasonable care and in accordance with industry standards.

7.3. It is understood and agreed that Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to perform Consultant's duties.

7.4. 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.

7.5. Consultant represents that it has the experience, licenses, qualifications, staff, and expertise to perform said Services in a professional and competent manner.

7.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state, or local laws and regulations impose

specific requirements on performance of the same.

7.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

7.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization of the County.

7.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

7.10. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

8. NON-ASSIGNMENT

8.1. In compliance with New York State General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title or interest herein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, of the County.

9. SUBCONTRACTS

9.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

9.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

9.3. Agreements between Consultant and its sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

10. CHANGE IN SERVICES

10.1. In case of changes affecting the scope of services 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. Services

shall not be performed on such changes without prior written authorization.

11. PROJECT MANAGERS

11.1. The County designates the Oneida County Commissioner of Public Works 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 the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

11.2. Consultant designates Daniel A. Eckert, 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 sub-consultant shall be subject to approval by the Project Manager for County.

12. NOTICES

12.1. Any notice to County shall be delivered personally or sent by United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

12.2. Any notice to Consultant shall be delivered personally or sent by United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

13. INDEPENDENT CONTRACTOR STATUS

13.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent

contractor.

13.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

14. ASSUMPTION OF RISK AND INDEMNIFICATION

14.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

14.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section, (b) Consultant's failure to comply with any of the provisions of this Agreement or of the law, and (c) intentional or negligent acts or omissions of Consultant, its officers, sub-consultants, employees, or agents. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

14.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14.4. This assumption of risk by Consultant is absolute.

15. INSURANCE REQUIREMENTS

15.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

15.2. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

15.3. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.

15.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

15.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

15.6. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million (\$2,000,000) in the aggregate.

15.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

15.8. County shall not issue the Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to 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 hereby 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.

16. REQUIRED PROVISIONS OF LAW

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances, and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. Consultant agrees that 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 Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

17. BREACH

17.1. A breach of this Agreement shall include, but not be limited to, the following:

17.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

17.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

17.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

17.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

17.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

17.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

17.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

18. TERMINATION

18.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

18.2. 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 this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

18.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

19. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

19.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Consultant shall become County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including and drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by County or others on extensions of these projects or on any other project. Copies of computer diskettes, drawings, and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County.

20. ADDENDUM

20.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

21. NON WAIVER

21.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

22. CHOICE OF LAW/FORUM

22.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

22.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

23. ORDER OF PRECEDENCE

23.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

23.1.1. **Attachment A – Addendum**

23.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

23.1.3. **This Agreement**

23.1.4. **Attachment B – Request for Proposals**

23.1.5. **Attachment C – Consultant Proposal**

24. SUCCESSORS AND ASSIGNS

24.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and permitted assigns.

25. SEVERABILITY

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. ENTIRE AGREEMENT

26.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

27. COUNTERPARTS

27.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

28. AUTHORITY TO ACT/SIGN

28.1. Consultant's signatory hereby represents and certifies that he or she has the power and

authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

29.1. 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.

30. AMENDMENTS

30.1. This Agreement may not be amended except through a written agreement of the Parties, including in the form of the Change Order attached hereto as **Attachment D**.

(Remainder of page intentionally left blank.)


IN WITNESS WHEREOF, the Parties have set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

M.J. ENGINEERING AND LAND SURVEYING P.C.



Michael Panichelli, P.E.
President

Date: 02.01.2024

APPROVED BY:

Andrew Dean, Esq.
Deputy County Attorney-Administration

ATTACHMENT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official,

in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling,

determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter

“OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

November 22, 2022

2022 – 2025 LDSA
 NYSDOT Region 2

Re: Simmons Road Culvert over Sconondoa Creek
 Town of Augusta, Oneida County, New York

Region 2 LDSA Consultant:

The following culvert project for the local municipality of the Town of Augusta in Oneida County is seeking funding through the 2023 BridgeNY grant program:

PIN	BIN/CIN	Road/Feature	Municipality	Funding
TBD	Local	Simmons Road Bridge over Tributary to Sconondoa Creek	Town of Augusta	TBD

Oneida County has agreed to act as project sponsor for the project and in accordance with the NYSDOT PLAFAP, is soliciting an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Oneida County will then make a project specific selection based upon qualifications specific to the project. Selection criteria will include the following.

- Ability to perform specified work.
- Experience of personnel assigned to the project.

Please submit an EOI, for the project, to my attention by 2:00PM December 9, 2022. Please forward submittals via email to <ndigennaro@ocgov.net>.

For questions regarding the EOI please contact me at (315) 793-6233. For site visits or detailed information regarding the scope of work please contact Jason Swistak at (315) 793-6240. Thank you.

Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
 Deputy Commissioner, Division of Engineering

w/ enclosures



MJENGIN-01

SHELLEYNICHOLS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 159 Wolf Road Suite 200 Albany, NY 12205	CONTACT NAME:		FAX (A/C, No): (518) 244-4262
	PHONE (A/C, No, Ext): (518) 244-4245		
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company		25615
	INSURER B : Phoenix Insurance Company		25623
	INSURER C : Travelers Indemnity Company		25658
	INSURER D : Travelers Indemnity Company of America		25666
	INSURER E : National Union Fire Insurance Company of Pittsburgh, PA		19445
	INSURER F :		

INSURED


MJ Engineering and Land Surveying PC
1533 Crescent Road
Clifton Park, NY 12065

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	P3N-660-6S373201-COF-23	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-6S332857-23-43-G	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP-6S73495-23-43	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-6S37290A-23-43-G	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	E&O/Prof Liab			031565562	9/1/2023	9/1/2024	Each Claim/aggregate	5,000,000
E	Pollution Liab.			031565562	9/1/2023	9/1/2024	Each Claim/aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job MJ1559
 MJ1559 PIN 2754,83 Simmons Road Culvert Replacement, Town of Augusta
 General Liability: : CGT100 02/19 Commercial General Liability Coverage Form (includes Primary Non-Contributory) CGD246 04/19 - Blanket Additional Insured (Includes Products completed operations when required by contract) CGD379 02 19 XTend End for Architects, Engineers & Survey (includes Waiver of Subrogation. CGD469 02 19 Total Agg Limit & Designated Project/Location Agg Limits
 Automobile Liability: CAT474 02/16 Blanket Additional Insured - Primary Non-Contributory with Other Insurance CAT960 02 15 NY Business Auto Extension
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER County of Oneida 800 Park Avenue Utica, NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED MJ Engineering and Land Surveying PC 1533 Crescent Road Clifton Park, NY 12065	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Endorsement (includes Waiver of subrogation)

Excess & Umbrella Liability: EU0001 07 16 Excess Follow-Form and Umbrella Liability Insurance. (includes Primary Non-contributory additional insured and Waiver of Subrogation)

Pollution Liability - Endorsement #14, Amendatory Endorsement Other Insurance Provision Amended for Covered Operations - Pollution (includes primary non-contributory additional insured when required by written contract)

Workers Compensation Waiver of Subrogation form: WC00031300

County of Oneida is primary noncontributory additional insured for General Liability, Automobile Liability and Umbrella Liability as required by written contract, per forms noted.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

Agency: Oneida County
Office: Department of Public Works
Contact: Nicholas P. DiGennaro, P.E., CFM
Phone: (315) 793-6233
Email: ndigennaro@ocgov.net
Contract #: TBD
PIN: TBD
BIN/CIN: Local

Simmons Road Culvert over Tributary to Sconondoa Creek: Funding Application Support, Preliminary and Final Bridge Design, Right-of-Way Acquisition, and Construction Inspection Services for the replacement of Simmons Road Culvert over Tributary to Sconondoa Creek, in the Town of Augusta, Oneida County.

Notice is hereby given that Oneida County, acting as Project Sponsor on behalf of the Town of Augusta, is seeking to retain an engineering firm to provide funding application support, preliminary and final design services, right-of-way acquisition services, and construction support and inspection services for the Federally Funded project located in the Town of Augusta, Oneida County. The project involves the full replacement of the bridge that carries Simmons Road B Culvert over Tributary to Sconondoa Creek in the Town of Augusta, Oneida County. All work will be designed to AASHTO specifications and the NYSDOT Standard Specifications (Construction and Materials).

Funding Application Support will include, but not be limited to the preparation and development of a project scope of work, proposed schedule, and construction and total project cost estimates. These items shall be broken down into the various phases of the project. This effort is included to support the project submission to the NYS BridgeNY 2023 grant.

Preliminary Design will include, but not be limited to the preparation of the Design Approval Document (identifying, assessing, and selecting a feasible design alternative and any associated impacts), topographic and right-of-way survey and mapping, property deed research, in-depth bridge inspection, evaluation and load rating, evaluation of cost and environmental factors, and preparation for attendance and participation at public informational meetings and/or hearings.

Final Design will include, but not be limited to the development of bridge plans, structural rehabilitation design, preparation of right-of-way plan and acquisition maps, development and design for public utilities, maintenance, and protection of traffic during construction, and preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Construction Support will include but not be limited to providing technical support during construction on questions relating to the design, and providing assistance in construction bid proceedings, analysis of bids, preparation of the bid award package, and review of shop drawings if necessary.

Construction Inspection will include but not be limited to providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications, and preparation of as-built plans.

The anticipated start date of the various project phases is to-be-determined. The anticipated construction cost is to-be-determined.

Oneida County, acting as Project Sponsor on behalf of the Town of Augusta, will select the most qualified firm according to the following criteria, listed in order of decreasing importance:

Understanding of work to be done	20%
Experience with similar kinds of projects and/or work	20%
Quality of staff for work to be done	20%
Familiarity with Federal and State requirements	20%
Financial responsibility	10%
Logistics and familiarity with project area	10%

Expression of Interest (EOI):

Interested firms should submit one (1) copy, electronically to the email address below no later than 2:00PM on December 9, 2022. An EOI consists of the federal General Services Administration (GSA) standard form SF-330 or similar format providing the kinds of information requested on the SF-330. Form SF-330 can be used both for prime Consultant and all proposed subconsultants.

Form SF-330 Special Notes:

The instructions for completing the form SF-330 are provided on pages 1-6 of the form. The form SF-330 should include recent information dated no more than one year before the submission date. Additional pages may be used to provided information requested in the various sections of the form. In no case, must the number of additional pages exceed 10. Each side of a two-sided page will count as a separate page. If more than 10 pages are included, those beyond the 10th will be removed.

Additions and Modifications to Form SF-330:

Section E. Resumes of Key Personnel Proposed for this Contract

The proposed Project Team should include only those full-time employees currently employed as of the date of the EOI. Part-time personnel, personnel not employed as of the date of the EOI, or personnel used on an as-needed basis should not be counted here but may be included in subsequent presentations.

Specific project experience must also include the date when the experience occurred. Individuals listed who are not currently employed by the responding firm must be identified as such. The started date of employment must be given for individuals employed less than one year with the firm. Resumes of key individuals should be limited to a single (one-sided) page.

For Construction Inspection Services, the resumes of key personnel must include:

- Current assignments (project, locations, duties)
- Estimated completion date of current assignments
- Client, client contact person, and telephone number
- Profession/Technical Certifications, e.g., NICET certification levels

Section F, Example of Projects Which Best Illustrate Proposed Team's Qualification for This Contract

This section of the EOI may include pictures or graphics relative to the text. The use of non-glossy color graphics is permitted. Graphics or photos must be printed on the page and may not be otherwise attached. Pages with text, pictures or graphics, etc. on both sides of the page count as two pages.

Section H, Additional Information

A brief description of a proposed project approach and schedule may be included in this section. Statements which address selection criteria to be used to evaluate the submission but are not covered by the information requested in other sections of the SF-330 should also be included in this section.

Special Project Requirements:

The selection and retention of a consultant will be contingent upon the availability of the proposed key staff, unless substitutes are approved by Oneida County, acting as Project Sponsor on behalf of the Town of Augusta, during negotiations. The top-ranked firms may be requested to prepare or give oral presentation before the County selection committee.

Disadvantaged Business Enterprises (DBEs):

DBEs are encouraged to submit proposals in response to this solicitation. Other proposers are encouraged to submit DBE subconsultants where appropriate.

Designated firms must submit proof of authority to practice engineering/land surveying in NYS (as appropriate) immediately upon designation.

Subconsultants, Subcontracting, and/or joint ventures are permitted.

DBE UTILIZATION LEVEL GOAL 20%

Title VI Compliance:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the U.S. Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, amended, issued pursuant to such Act, Oneida County, acting as Project Sponsor on behalf of the Town of Augusta, hereby notifies all who respond to this solicitation, invitation, request for qualifications, or proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap, and income status in consideration for an award.

Proposal Due: 2:00PM, December 9, 2022

Contract Term: December 2022 to December 2024

Location where services are to be performed: Oneida County

For more information contact:

Jason Swistak
Assistant Engineer
jswistak@ocgov.net
(315) 793-6240

Submit proposals to:

Nicholas P. DiGennaro, P.E., CFM
Deputy Commissioner – Division of Engineering
ndigennaro@ocgov.net
(315) 792-6233

Simmons Road

BridgeNY Applications

Town of Augusta

1 Bridge

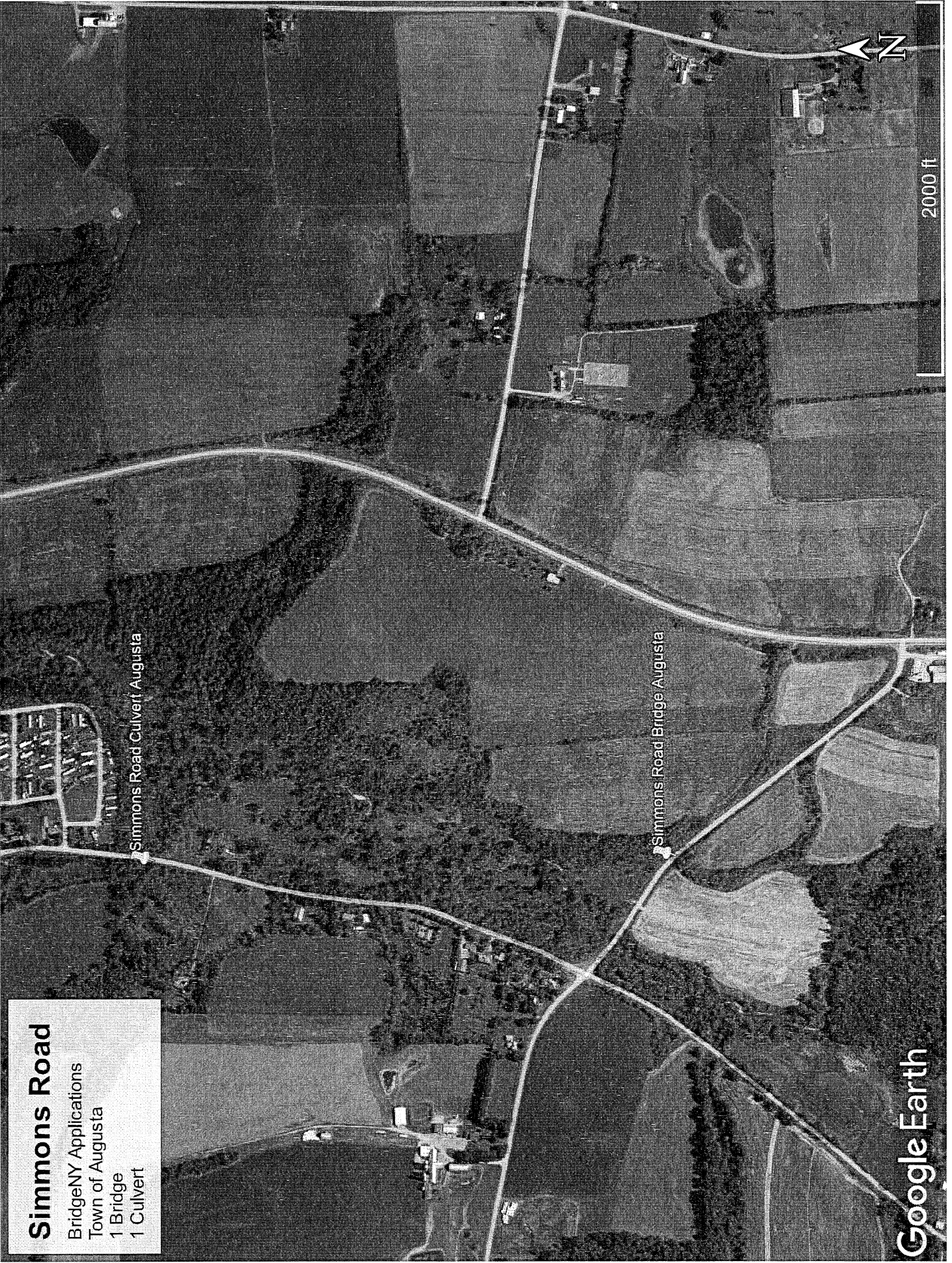
1 Culvert

Simmons Road Culvert Augusta

Simmons Road Bridge Augusta

Google Earth

2000 ft



ATTACHMENT "B"

TASK LIST

PIN 2754.83

Town of Augusta Replacement of Simmons Road Culvert

Oneida County, NY

October 2023



TABLE OF CONTENTS

Section 1	General
Section 2	Data Collection
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

Section 1 - General

1.01 Project Description and Location

This project is known as:

Project Name:	Replacement of Simmons Road Culvert
PIN:	2754.83
Sponsor:	Oneida County (“ Sponsor ”)
County:	Oneida
Preliminary Design Start:	November 2023
Anticipated Letting:	March 2025
Construction Completion:	September 2025

Project Description:

The project entails the replacement of a deteriorating culvert that conveys a Tributary to Sconondoa Creek under Simmons Road in the Town of Augusta, Oneida County. The project is to design and provide construction inspection for the replacement structure.

All work performed by the **Consultant** at the **Consultant’s** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Sponsor’s** Contract Administrator for this project is Nicole Bourgeois, Assistant Engineer for Oneida County Department of Public Works who can be reached at (315) 793-6269 or nbourgeois@ocgov.net

All correspondence to the **Sponsor** should be addressed to:

Attn. Nicole Bourgeois
Assistant Engineer
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

1.03 Project Classification

This project is assumed to be a NEPA Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be an Unlisted Action. The **Sponsor** is the Lead Agency.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6 and 7.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information (if available):

- Plans for future related transportation improvements or development in the area of the project.
- Traffic Data
- Accident records and history
- Record as-built plans
- Pavement history
- Available project studies and reports
- Other relevant documents pertaining to the project
- ROW deed / title research

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Contract Administrator. Meetings may be held to:

1. Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
2. Present, discuss, and receive direction on project specifics.
3. Discuss and resolve comments resulting from review of project documents, advisory agency review and coordination with other agencies.

4. Manage sub-consultants and/or subcontractors.

One (1) public information meeting(s) are anticipated / estimated in this agreement. Public engagement is expected to be conducted via mailings and/or a project website.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within ten (10) business days of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Cost Control Report, a Progress Report, and a Project Schedule in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where the **Sponsor** officially suspends all work under this contract, this task will not be performed during the suspension period or as directed by the **Sponsor**.)

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the NYSDOT's Local Projects Manual (LPM) including the latest updates. If there are conflicts between local policies and procedures and those listed in the LPM those listed in the LPM take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- A. Coordinating and scheduling work, including work to be performed by sub-consultants.

- B. Technical compatibility of a sub-consultant's work with the prime **Consultant's** and other sub-consultant's work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT LPM.

- A. For subcontracts to this **Consultant** contract exceeding \$20,000 (\$10,000 for printing contracts):
 - 1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur with the recommendation or accept one of the other bids. The **Sponsor** will then advise the **Consultant** in writing to proceed.
 3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.
- B. For subcontracts to this **Consultant** contract equaling or under \$20,000 (\$10,000 for printing contracts):
1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
 2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.
 3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The mapping for this project will be compiled from a combination of sources, including available topographic databases, mobile LiDAR and conventional survey.

The **Consultant** will utilize mobile LiDAR and conventional survey to collect Digital Terrain data for all existing roadways within the project area. The **Consultant** will develop a master Digital Terrain Model incorporating the collected and compiled GIS data, 3D static scan data and Mobile LiDAR Mapping data.

B. Photogrammetric Survey (Intentionally Left Blank)

C. Stream Survey

Cross sections of the stream will be obtained to allow for the proper analysis of the hydraulics of the waterway in accordance with NYSDOT Bridge Design Manual.

D. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

E. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual and in accordance with local standards described in Section 10 of the SOS. Project control will conform to the following:

1. Horizontal Project Control

All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83). Whenever practical and economical, the survey should be tied into the NAD 83-96 Base Network.

Primary project control, established by GPS techniques, should be of at least C2-I order as defined in *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, Federal Geodetic Control Committee.

Secondary project control, established by conventional techniques, should be of at least second order, class II, as defined in *Standards and Specifications for Geodetic Control Networks*, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

2. Vertical Project Control

Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

To qualify for adjustment, level run error, expressed in feet, must close within $0.03's$, where s is equal to the square root of the length of the level run expressed in miles.

Level runs should begin and end on benchmarks classified as at least second order, class II. Whenever practical and economical, use two different benchmarks to begin and end vertical surveys.

2.02 Design Mapping

- A. The **Consultant** will provide the 1"=20'-0" scale design mapping with 1'-0" contour intervals.
- B. The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide:

- A. The existing highway section(s) and features within the project limits, including:
 - 1. Number, width, type (through / turning), and location of travel lanes.
 - 2. Shoulder widths and types (asphalt, gravel, grass, etc.).
 - 3. Number, width, type, and location of utility strips.
 - 4. Location and percent of grades.
 - 5. Horizontal curve radii.
 - 6. Intersection geometry and conditions
 - 7. Parking regulations and conditions within the project limits.
 - 8. Right-of-way width (may be shown on a plan with references to the plan).
 - 9. Condition and adequacy of guiderail.
 - 10. Location of traffic control features and their conformity with the latest guidelines for such features.
 - 11. Provisions for pedestrians and bicyclists.
- B. The following information within the project limits:
 - 1. Existing mainline speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases).
 - 2. Land use for the project area as it now exists and future land development (planned and potential), including development years.
 - 3. Existing vehicle access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
 - 4. Existing pavement and shoulder conditions within the project limits.
 - 5. A general assessment of drainage conditions within the project limits.
 - 6. A list of all utilities, and the respective owners, within the project's existing ROW.

7. Which school buses, emergency vehicles, or farm machinery regularly uses this route.
8. Which, if any, suitable detour routes are available.
9. Which, if any, public or private transit operators, regularly use this route and Park-and-Ride facilities within the **Sponsor** corridors.

2.04 Accident Data and Analysis

The **Consultant** will request accident records from the NYSDOT for the last three (3) years for available linear and intersection data within the project limits plus one-tenth of a mile immediately outside of the project limits. The **Consultant** will prepare collision diagrams, associated summary sheets and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits. The **Consultant** will also review any accidents related specifically to pedestrians and provide a summary in the DAD.

2.05 Traffic Counts

It is assumed that traffic counts will **NOT** be required for this project. If traffic counts are requested, the work associated with that request will be performed under a supplemental agreement.

2.06 Capacity Analysis

It is assumed that a capacity analysis will **NOT** be required for this project.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project.

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will obtain soil borings in close proximity to the location of the proposed substructure units. Split spoon samples and Standard Penetration Testing will be performed at 5 feet intervals in the borings.

Laboratory testing will be performed on selected soil samples recovered from the test borings. The testing will include grain size analysis, natural water content, and Atterberg limits.

A geotechnical evaluation will be performed, and a geotechnical report will be prepared for the project. The report will be prepared and signed by a New York State registered Professional Engineer and will include the following:

- Presentation and evaluation of subsurface conditions

- A site map showing the approximate location of the project
- A test boring location plan showing the approximate test boring locations
- Typed Subsurface exploration logs
- Summary of laboratory test results
- Recommendations for abutment foundations (spread footings or deep foundations)
- Estimated foundation settlement
- Seismic Site Class
- Groundwater conditions and design considerations
- Recommendations for backfilling and compaction

2.09 Hydraulic Analysis

The **Consultant** will complete a full hydrologic and hydraulic study that will be conducted in accordance with NYSDOT Standards. Hydraulic modeling will utilize either Hydraulic Engineering Center – River Analysis Systems (HEC-RAS) or HY-8 Culvert Hydraulic Modeling Software.

The proposed structure shall meet the necessary NYSDOT requirements, per §8.6.1 of the NYSDOT Highway Design Manual.

2.10 Bridge to be Rehabilitated (Intentionally Left Blank)

2.11 Pavement Evaluation (Intentionally Left Blank)

Section 3 - Preliminary Design

3.01 Design Criteria

- A. The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the NYSDOT Project Development Manual (PDM).
- B. The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or by a meeting) with assistance from the **Consultant** as needed.
- C. Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternatives

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each intersection location, the **Consultant** will prepare rudimentary sketches of plan, and typical section views, which show:

1. On plan: proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
2. On profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
3. On typical section: pavement section and materials, lane, median, and shoulder widths; sidewalk and trail section, materials and widths; ditches; gutters; curbs; and side slopes.
4. Where necessary: important existing features.
5. Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to receive concurrence on the design layout for each intersection to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one (1) design alternative for further development.

B. Detailed Evaluations of Alternative

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

1. Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per Chapter 2, Section 2.8 of the NYSDOT Highway Design Manual
2. Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
3. Traffic flow and safety considerations, including signs and signals
4. Pavement
5. Drainage
6. Maintenance responsibility
7. Work zone traffic control during construction
8. Soil and foundation considerations
9. Utilities
10. Right-of-way acquisition requirements
11. Conceptual landscaping
12. Accessibility for pedestrians, bicyclists, and the disabled; markings for pedestrian and bicycle facilities.
13. Pedestrian and bicycle signage and markings.
14. Lighting
15. Construction cost factors

C. The **Consultant** will prepare the following drawings for each alternative:

1. **Plans:** 1"=20'-0" showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits and highway boundaries.
2. **Profiles:** At a scale of 1"=20'-0" horizontal and 1"=20'-0" vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
3. **Typical sections:** showing (as a minimum) pavement section, lane, median, and shoulder widths; sidewalks and curbs; trails; utilities; signage; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

- A. The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.
- B. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Project Scoping Report / Final Design Report (PSR/FDR) format.

- A. The **Sponsor** will make all determinations not specifically assigned to the **Consultant**, which are needed to prepare the Draft DAD.
- B. The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT PDM.
- C. The **Consultant** will submit a digital copy of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

- A. The **Sponsor** will distribute the Draft DAD to the advisory agencies.
- B. The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received from the advisory agency, if required.

3.06 Public Information Meetings

- A. Public Information Meetings (if required by the state or **Sponsor**)
 1. The **Consultant** will assist the **Sponsor** at public information meetings with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.
 2. The **Sponsor** will arrange for the location of public information meetings. The **Consultant** will assist the **Sponsor** with appropriate notification.

3.07 Preparation of Final Design Approval Document

- A. The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.
- B. The **Consultant** will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, retitle the DAD in accordance with the Project Development Manual, and update existing conditions and costs, as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and public information meeting.
- C. The **Consultant** will submit a digital copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.
- D. The **Consultant** will submit a digital copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The

Consultant will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT review.

- E. The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the NEPA Classification.

The project is assumed to be a Class II action. The **Consultant** will complete the Federal Environmental Approvals Worksheet (FEAW) and forward the completed FEAW to the **Sponsor** for signature prior to forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. **Consultant** tasks may include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

The project is assumed to be an Unlisted Action.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State’s Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the “unnecessary cost of sprawl development.” It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the LPM website.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways

- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the LPM and detailed in the PDM and The Environmental Manual (TEM), to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the Design Approval Document.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Wetlands
- Floodplains
- Coastal Zone Management
- Historic Resources
- Parks - Section 4(f) and Section 6(f) Evaluations
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas

- Smart Growth
- Environmental Justice

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not limited to:

- Article 24 Freshwater Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit

4.07 Environmental Hearing (Intentionally Left Blank)

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

RIGHT-OF-WAY INCIDENTALS

The **Sponsor** will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the **Sponsor** determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will meet with the **Sponsor** to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right-of-Way Requirements

The **Consultant** will undertake an on-going review and analysis of right-of-way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The **Consultant** will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

5.0121 For the acquisition of temporary easements, the **Consultant** will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant** will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys

a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The **Consultant** will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The **Consultant** will submit the Title Certifications to the **Sponsor**.

5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant's** Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.

5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant's** Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant's** Attorney will review the Abstract and issue a Title Certification.

5.0134 The **Sponsor** will acknowledge the receipt of each Title Certification and provide the **Consultant**, on a per parcel basis, a list of the property owners and other compensable property interests. The **Sponsor** will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. Lines so established will be incorporated into the project basemapping.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

All right-of-way mapping will show English dimensions.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the **Consultant** will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The **Consultant** will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The **Consultant** will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans
- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The **Consultant** will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right-of-Way Plan.

The **Consultant** will ensure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The **Consultant** will ensure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photocopies of photos for each acquisition.

- 5.0721 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the **Consultant** will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.
- 5.0722 For acquisitions of entire real property interests, the **Consultant** will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0723 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, the **Consultant** will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, the **Consultant** will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0725 For acquisitions of real property rights valued over \$300,000, the **Consultant** will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The **Consultant** will perform a separate review of each appraisal. The **Consultant** will ensure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be

completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The **Consultant** will review the appraisal reports for compliance with state and federal standards. The **Consultant** will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract
- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The **Consultant** will provide the **Sponsor** with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will meet with the **Sponsor** to review and to discuss the right-of-way acquisition procedures.

5.091 Just Compensation

The **Sponsor** will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the **Sponsor's** highest approved appraisal. Because time is of the essence, the **Sponsor** will provide the just compensation amounts in writing to the **Consultant** within 10 days of its receipt of the preliminary appraisal reviews from the **Consultant**.

5.092 Written Offer

The **Consultant** will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer

- Additional information the **Consultant** and/or the **Sponsor** deems appropriate or required

5.093 Deliver Offer

The **Consultant** will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The **Consultant** will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The **Consultant** will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The **Consultant** will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The **Consultant** will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel-by-parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The **Consultant** will submit real property acquisition documents to the **Sponsor** for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Referral to the **Sponsor** attorney for initiation of eminent domain proceedings

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within 10 days of its receipt of the acquisition documents from the **Consultant**.

5.096 Administrative Settlements

The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

The **Sponsor** will have final approval to authorize administrative settlements.

The **Consultant** will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement, such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e., probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The **Sponsor** will not require any property owner to surrender possession of real property before the **Sponsor** pays the agreed purchase price.

- 5.0971 The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The **Consultant** will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The **Sponsor** will pay all tax prorations over \$25.00.
- 5.0973 The **Consultant** will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The **Consultant** will deliver the title instrument(s) to the title attorney subcontracted by the **Consultant** for review and approval.
- 5.0975 The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the **Sponsor**, or the **Consultant**. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.
- 5.0976 The **Consultant** will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right-of-Way Certification

The **Consultant** will prepare the Right-of-Way Certificate on forms prescribed by the New York State Department of Transportation. The **Sponsor** will sign the Right-of-Way Certificate.

5.10 Relocation Assistance No services required.

5.11 Property Management No services required.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Structures

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*. For each structure, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

- B. Structure Rehabilitations (Intentionally Left Blank)
- C. Selected Structural Treatment (Intentionally Left Blank)

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **80-90%** complete.

Templated cross sections will be included. Advance Detail Plans will be in accordance with the NYSDOT LPM.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT HDM.

The **Consultant** will prepare and submit a digital copy of the ADPs to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

The **Consultant** will prepare and distribute additional copies of the ADPs to the Regional Local Project Liaison for review if requested.

6.03 Contract Documents

The **Consultant** will prepare a package of bid-ready items for the **Sponsor** to include with the bid documents. The package will include:

- Bid Forms
- Special notes
- Special Specifications
- Plans
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.)

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit the required number of copies of the contract documents to the NYSDOT as described in the NYSDOT LPM for review and approval.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The

Consultant will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineers Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).

6.06 Railroads (Intentionally Left Blank)

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and NYSDOT, if necessary, with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 1 Load Rating, per NYSDOT EI 20-026, Load Rating/Posting Guidelines for State-Owned Highway Bridges.

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will assist the **Sponsor** in preparing the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Sponsor** will place the advertisements.

Advertisements must not be placed until construction authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening with assistance from the **Consultant**.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineers Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid for work in the item
 - Determining whether the low bidder is qualified to perform the work

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the NYSDOT LPM.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

To be added via supplement.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 General

1. Estimate nine (9) meetings during the life of this agreement, including but not limited to:
 - One (1) Project Kick-off Meeting
 - One (1) Design Report Submission Review Meeting
 - One (1) One (1) Final Design Plan Review Meeting
 - Four (4) Teleconference Meetings
 - One (1) Pre-construction Meeting
 - One (1) Bid-opening Meeting
2. Estimate sixteen (16) cost and progress reporting periods will occur during the life of this agreement.

Section 2 Data Collection

1. Estimate zero (0) Intersections will require traffic counts.
2. Estimate zero (0) Intersections will require traffic signal / controller investigations.
3. Estimate zero (0) Capacity analysis investigations will be required.
4. Estimate two (2) Wetland boundaries will be delineated and surveyed.
5. Estimate eleven (11) Hydraulic Cross Sections will be required.
6. Estimate one (1) Structure hydraulic analysis will be required.
7. Estimate one (1) Structure to be replaced.
8. Estimate two (2) Geotechnical borings will be required.

Section 3 Preliminary Design

1. Estimate two (2) Design alternatives will be analyzed.
2. Estimate one (1) Initial cost estimate plus one (1) update.
3. Estimate one (1) In-person public information meetings.
4. Estimate zero (0) Virtual public information meeting.

Section 4 Environmental

1. Estimate two (2) Permits will be required (NYSDEC & ACOE).
2. Estimate zero (0) Hazardous waste evaluations will be required.
3. Estimate zero (0) Pavement cores will be required.
4. Estimate zero (0) SWPPP infiltration tests will be required.
5. Estimate zero (0) SWPPP deep test pits will be required.
6. Estimate zero (0) SWPPP Analysis will be required.
7. Estimate zero (0) Hazardous Waste (asbestos or lead samples) will be required.
8. Estimate zero (0) Wetland mitigation designs will be required.

9. Estimate zero (0) Phase 1A/1B Archeology studies will be required.
10. Estimate zero (0) Biological assessments will be required.
11. Estimate zero (0) Detailed Studies and Analysis will be required.
12. Estimate zero (0) Public Hearings will be required.

Section 5 Right-of-Way

1. Estimate zero (0) FEE acquisition maps will be required.
2. Estimate zero (0) Permanent Easement (PE) acquisition maps will be required.
3. Estimate two (2) Temporary Easement (TE) acquisition maps will be required.
4. Estimate zero (0) Take line review meeting.
5. Estimate two (2) Properties will require ROW appraisals, incidental effort, etc.
6. Estimate one (1) Meeting(s) with the Sponsor.
7. Estimate two (2) Temporary easement title search
8. Estimate two (2) Last owner title searches
9. Estimate zero (0) 20-year title searches.
10. Estimate zero (0) Full abstracts.
11. Estimate two (2) Last owner title certifications.
12. Estimate zero (0) 20-year title certifications.
13. Estimate zero (0) Full abstract certifications.
14. Estimate two (2) Acquisition map reviews.
15. Estimate one (1) Right of way cost estimate(s).
16. Estimate zero (0) Informational Meetings.
17. Estimate zero (0) EDPL Public Hearing.
18. Estimate two (2) Preliminary Property Owner Interviews.
19. Estimate two (2) Limited Appraisal Reports.
20. Estimate zero (0) Full Take Appraisal Reports.
21. Estimate zero (0) Before & After (land only) Appraisal Reports.
22. Estimate zero (0) Before & After Appraisal Reports.
23. Estimate zero (0) Properties requiring two independent appraisal reports.
24. Estimate two (2) Appraisal reviews.
25. Estimate two (2) Offer packages.
26. Estimate two (2) Negotiation contacts per property owner.
27. Estimate one (1) Revisions to Just Compensation.
28. Estimate zero (0) Administrative Settlements.
29. Estimate zero (0) Partial release(s) of mortgage.
30. Estimate zero (0) Lien subordination agreements.
31. Estimate zero (0) Lien satisfactions.
32. Estimate zero (0) Miscellaneous title curative issues.
33. Estimate zero (0) Property tax proration calculations.
34. Estimate two (2) Closing packages.
35. Estimate two (2) Right of way certificate(s).

Section 6 Design

1. Estimate one (1) Structure to be replaced.
2. Estimate one (1) Bid document will be required for the project.
3. Estimate one (1) Cost estimate will be required for the project.
4. Estimate one (1) Update to the cost estimate will be required.
5. Estimate three (3) Utilities will be required to be relocated.
6. Estimate zero (0) Level 1 Load Rating will be prepared.

Section 8 Construction Support

1. Estimate ten (10) RFI requests that require effort will be made during the construction phase.
2. Estimate five (5) Submittals will be reviewed.

10.02 Technical Assumptions

Section 2 Data Collection

1. A Survey Control Report will be required.
2. The horizontal control will be established by GPS.
3. Project is subject to current NYS Department of Labor Prevailing Wage and Benefit Rates for field survey personnel.
4. Eleven (11) hydraulic cross sections will be required.
5. The limits of mapping will be approximately:
 - a. 350 feet north and south of the site for a width of 50 feet from the Centerline of roadway or toe of slope
 - b. Approximately 100 feet from each existing fascia in the area of the structure.
6. MJ will obtain accident data via a FOIL request from NYSDOT for project area.
7. MJ will identify any existing accident pattern within the project area and note any safety or inadequate geometric conditions associated with the accidents.
8. Task 2.05 – Traffic Counts: No traffic counts will be required.
9. The **Sponsor** will provide as-builts for the roadways, if they exist.
10. **Sponsor** shall provide letters for obtaining access to adjacent properties that are within the approximate mapping limits.
11. Effort to coordinate with a Geotechnical subconsultant is included.
12. Construction-related survey services are not required.
13. Core Borings will be to a depth of 50 feet or to refusal prior to that depth being reached.

Section 3 Preliminary Design

1. The **Sponsor** will arrange for the public meeting and accommodations, if necessary.
2. The **Sponsor** is the Responsible Local Official and will grant the Design Approval.
3. FHWA approval will not be required.
4. MJ will evaluate and provide a cost estimate for one (1) design.

Section 4 Environmental

1. The project is assumed to be a NEPA Class II action; however, since this project is 100% State funded, approval from FHWA is not anticipated as being required.
2. The project is assumed to be a SEQR Unlisted action.
3. **Sponsor** is assumed to be the lead agency.
4. The results of the preliminary screenings will be briefly noted in the DAD. Separate Technical Memorandums will not be prepared.
5. Both State and Federal-Jurisdictional wetlands are assumed to be located within the project limits. Wetland delineation will be completed within the project limits.
6. Wetland mitigation design will not be required.
7. Wetland disturbance permits will be required for this project.
8. Based on the nature of the project, a SPDES General Permit GP-0-20-001 and a full SWPPP will not be required for this project. A SWPPP that includes only erosion and sediment control measures will be provided pursuant to GP-0-20-001.
9. Section 106 PSP will be prepared for the project and submitted to the NYSDOT RLPL for review. It is assumed that the project will not impact archaeological resources and there will be no Section 4(f) or Section 6(f) involvement. Effort to prepare Phase 1A, Phase 1B or additional documentation of historic, cultural or archaeological resources will not be included under this agreement. If found to be required, a supplemental agreement will be prepared for this effort.
10. Section 7 Endangered and Threatened Species review package will be prepared for the project and submitted to the NYSDOT RLPL for review. An endangered or threatened species survey will not be required.
11. A Hazardous waste investigation and/or screening is not required. Sampling and testing is not included in this contract. If it is determined that sampling and testing is required, the effort will be accomplished by supplemental agreement.
12. Detailed studies will not be required for groundwater or air and noise impacts.

Section 5 Right-of-Way

1. Property access will initially be attempted through Property Releases, requiring ROW mapping and title searches.
2. Should property releases not be available, it is assumed that only two (2) Temporary Acquisition Maps will be required. Permanent easements or fee acquisitions are not anticipated for this work.
3. Assume all acquisitions will be valued less than or equal to \$10,000.
4. Setting of Right-of-Way monuments will not be required.
5. Assume all recording fees will be waived by the Oneida County Clerk.
6. **Sponsor** shall provide Right-of-Way record mapping.
7. Deed research in conjunction with a ROW field survey will be utilized to establish highway boundaries, property boundaries, and jurisdiction.

Section 6 Design

1. One (1) itemized cost estimate will be prepared and submitted. This estimate will be updated two (2) times – once at the Advanced Detail Plan Submission (90%) and once at the Plan, Specification & Estimate (PS&E) Submission (100%).

2. Precast box culvert is anticipated to be the preferred alternative. Therefore, a Level 1 Load Rating is not anticipated for this contract.

Section 7 Advertisement, Bid Opening and Award

1. LDSA consistent front-end documents will be utilized for the bid documents.
2. The **Sponsor** will prepare the front-end documents. **Consultant** will provide the bid forms, plans, special notes, and special specifications to the **Sponsor** for inclusion into the contract documents.
3. **Sponsor** will be advertising the project in accordance with NYSDOT protocols.

Section 8 Construction Support

1. The **Consultant** will review Requests for Information (RFI's) received and provide a response within five (5) business days.
2. The **Consultant** will review submittals received and provide a response within ten (10) business days.

Section 9 Construction Inspection

1. Construction Inspection services will be added via a supplemental agreement after the scope of the project and initial construction schedule is established.

ATTACHMENT "C"

COST ESTIMATE

PIN 2754.83

Town of Augusta Replacement of Simmons Road Culvert

Oneida County, NY

October 2023



**PIN 2754.83 Replacement of Simmons Road Culvert
Town of Augusta, Oneida County**

Salary Schedule

MJ Engineering and Land Surveying, PC

JOB TITLE	ASCE (A) OR NICET (N)	2023 Certified Roster	2024 Projected Rate	OVERTIME CATEGORY
	GRADE			
Project Manager	VII (A)	\$80.00	\$83.00	A
Engineer VI	VI (A)	\$80.00	\$83.00	A
Engineer V	V (A)	\$73.50	\$76.00	A
Engineer IV	IV (A)	\$55.00	\$57.00	B
Engineer III	III (A)	\$40.00	\$41.40	B
Engineer II	II (A)	\$33.50	\$34.70	B
Land Surveyor	IV (N)	\$56.60	\$58.60	B
Technician IV	IV (N)	\$52.65	\$54.50	B
Technician III	III (N)	\$36.60	\$37.90	C
Technician II	II (N)	\$28.60	\$29.60	C
Party Chief	III (N)	\$37.50	\$38.80	C
Instrument Person	II (N)	\$26.75	\$27.70	C

OVERTIME POLICY:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

County:

PREVAILING WAGE RATES -

The difference between the required prevailing wage rate and the individual's actual hourly rate, if the individual's rate is lower, is considered a direct cost:

For prevailing wages, the prevailing wage overtime policy will apply.

		Prevailing Rate	Average Normal Rate	Difference	9 % Payroll Additive	Total
Party Chief	III (N)	\$48.97	\$37.04	\$11.93	\$1.07	\$13.00
Instrument Person	II (N)	\$44.99	\$26.64	\$18.35	\$1.65	\$20.00

SUPPLEMENTAL BENEFITS

Are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Average Normal Rate	Difference (Net)	Wage Adjustment	9% Payroll Additive	Total
Party Chief	III (N)	\$28.90	\$12.39	\$16.51	\$0.00	\$1.49	\$18.00
Instrument Person	II (N)	\$28.90	\$5.96	\$22.94	\$0.00	\$2.06	\$25.00

PIN 2754.83 Replacement of Simmons Road Culvert
Town of Augusta, Oneida County

Staffing Table

MJ Engineering and Land Surveying, PC
ASCE (A)

OR

TOTAL NICET (N)

	TASKS								TOTAL HOURS	HOURLY RATE	LABOR
	1	2	3	4	5	6	7	8			
Project Manager	8	4	4	2	2	2	2	2	26	\$ 80.00	\$ 2,080
Engineer VI	12		8	8		4	2	2	36	\$ 80.00	\$ 2,880
Engineer V	40	12	8	12	2	20	4	4	102	\$ 73.50	\$ 7,497
Engineer IV	40	16	16			40	16	12	140	\$ 55.00	\$ 7,700
Engineer III		56	80	24		100	20	32	312	\$ 40.00	\$ 12,480
Engineer II			100			100	40	32	272	\$ 33.50	\$ 9,112
Land Surveyor		8			4				12	\$ 56.60	\$ 679
Technician IV		2			8				10	\$ 52.65	\$ 527
Technician III		16	100		24	120	20	20	300	\$ 36.60	\$ 10,980
Technician II		32	40			80			152	\$ 28.60	\$ 4,347
Party Chief		16			8				24	\$ 37.50	\$ 900
Instrument Person		16			8				24	\$ 26.75	\$ 642
TOTAL	100	178	356	46	56	466	104	104	1410	\$	\$ 59,824

Tasks:

- 1 General
- 2 Data Collection
- 3 Preliminary Design
- 4 Environmental
- 5 Right-of-Way
- 6 Detailed Design
- 7 Advertisement, Bid Opening and Award
- 8 Construction Support

**PIN 2754.83 Replacement of Simmons Road Culvert
Town of Augusta, Oneida County**

**Estimate of Direct Non-salary Cost
MJ Engineering and Land Surveying, PC**

EXPENDABLE ITEMS

1. Mileage						
		Trips	Miles	Rate		
		16	120	0.655	<u>\$1,256.20</u>	
						TOTAL MILEAGE
						<u>\$1,256.20</u>
2. Survey Prevailing Wage Rates						=====
Wage Differential		Hours	@	Rate		
Party Chief	III (N)	24		\$13.00	\$312.00	
Instrument Person	II (N)	24		\$20.00	\$480.00	
					<u>Wage Differential</u>	<u>\$792.00</u>
Supplemental Benefits		Hours	@	Rate		
Party Chief	III (N)	24		\$18.00	\$432.00	
Instrument Person	II (N)	24		\$25.00	\$600.00	
					<u>Supplemental Benefits:</u>	<u>\$1,032.00</u>
						TOTAL SURVEY FIELD COST:
						<u>\$1,824.00</u>
						=====
						TOTAL DIRECT NON-SALARY COSTS
						<u>\$3,080.20</u>
						=====
Geo-tech	Renaissance				\$26,226	
ROW	GPI				\$19,350	
Wetlands	Ambient				\$9,450	
						=====
						TOTAL NON-EXPENDABLE COSTS
						<u>\$55,026</u>
						=====

Contract No. H2357999
Project No. PIN 2754.83
Change Order No. 1
Effective Date November 15, 2023

CHANGE ORDER

This Change Order modifies the Agreement entered into the 15th day of November, 2023, between Oneida County ("COUNTY") and M.J. Engineering and Land Surveying P.C. ("CONSULTANT") as follows:

- 1. **Change in Services:**
 - 1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.
- 2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.
- 3. **Change in CONSULTANT's Compensation:**
 - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

Signature

Michael Panichelli, P.E.
President

Date:

Approved

Signature

Andrew Dean, Esq.
Assistant County Attorney



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED MJ Engineering and Land Surveying PC 1533 Crescent Road Clifton Park, NY 12065	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Endorsement (includes Waiver of subrogation)

Excess & Umbrella Liability: EU0001 07 16 Excess Follow-Form and Umbrella Liability Insurance. (includes Primary Non-contributory additional insured and Waiver of Subrogation)

Pollution Liability - Endorsement #14, Amendatory Endorsement Other Insurance Provision Amended for Covered Operations - Pollution (includes primary non-contributory additional insured when required by written contract)

Workers Compensation Waiver of Subrogation form: WC00031300

County of Oneida is primary noncontributory additional insured for General Liability, Automobile Liability and Umbrella Liability as required by written contract, per forms noted.

ENESSA M. CARBONE
Comptroller



SHERYLA A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

315-798-5780 ♦ Fax: 315-798-6415

Email: ecarbone@ocgov.net

Memo

FN 20 24 - 138

+ 0

FN 20 24 - 150

To: Anthony J. Picente Jr., County Executive
Board of Legislators

From: Enessa M. Carbone, Comptroller

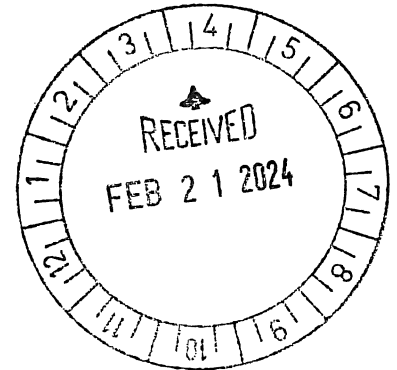
Date: February 20, 2024

Re: Bond Resolutions

Attached please find thirteen bond authorization resolutions that correspond to projects included in the 2024 adopted capital budget as follows:

Budget Approved	Proj #	Project Name	Authorization Amount
11/8/2023 DPW	071	Comprehensive Bldg Phase 5	\$ 510,000
11/8/2023 DPW	078	Construction/Maintenance/Snow Equipment	\$ 2,230,000
11/8/2023 DPW	095	Light Duty Equipment Phase 5	\$ 720,000
11/8/2023 DPW	105	121 Second St Expansion	\$ 6,500,000
11/8/2023 DPW	107	Fuel Storage & Dispensing	\$ 1,000,000
11/8/2023 DPW	125	Space Utilization Improvements	\$ 300,000
11/8/2023 EMG	048	Emer Svcs Facility Expansion	\$ 350,000
11/8/2023 EMG	110	Emergency Svcs Tech Upgrades	\$ 554,000
11/8/2023 GEN	004	COB Asbestos Abatement	\$ 2,500,000
11/8/2023 GEN	011	COB Parking Garage Rehab	\$ 1,000,000
11/8/2023 GIT	010	County Wide Computerization	\$ 1,020,000
11/8/2023 MVC	126	MVCC Academic Bldg Roof	\$ 1,076,400
11/8/2023 SHF	036	Sheriff - Pub Safe Complex Rehab	\$ 504,000
			\$ 18,264,400

38 PW
39 PW
40 PW
41 PW
42 PW
43 PW
44 PS
45 PS
46 PW
47 PW
48 GOUT
49 ELOA
50 PS



On March 9, 2022, the Board authorized the construction of the Hospital Parking garage with a maximum estimated cost of \$50,900,000, of which \$30,900,000 was authorized to be financed through the issuance of bonds. On March 1, 2023, and November 1, 2023, the County issued \$22 million and \$8 million, respectively in bond anticipation notes, both of which mature on March 1, 2024. New BANs were issued in February of 2024 to retire the 2023 notes. It is expected that the County will convert this new BAN to long term bonds along with up to \$18,264,400 listed above in late summer of 2024.

At December 31, 2023, the balance of General Fund bonded debt outstanding was \$147,478,700, plus the BANs issued for the hospital parking garage of \$30,000,000 for a total of \$177,478,700. The new authorizations of \$18,264,400, less 2024 principal reduction of \$19,347,100 would decrease that balance to \$176,396,000 at December 31, 2024.

Please forward these resolutions to the Board of Legislators to be addressed at their **March 13, 2024** meeting. Thank you for your support and cooperation.

cc: Mike Billard, Clerk of the Board

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 2-21-24

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING A COMPREHENSIVE BUILDING IMPROVEMENT PROGRAM (PHASE 5) IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$510,000 AND AUTHORIZING THE ISSUANCE OF \$510,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (DPW 071).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Phase 5 of a comprehensive building improvement program, including incidental costs in connection therewith, is hereby authorized at a maximum estimated cost of \$510,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$510,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING THE ACQUISITION OF HEAVY EQUIPMENT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,230,000 AND AUTHORIZING THE ISSUANCE OF \$2,230,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (DPW-078).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The acquisition of heavy equipment, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$2,230,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,230,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING THE PURCHASE OF LIGHT DUTY EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$720,000 AND AUTHORIZING THE ISSUANCE OF \$720,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (DPW-095).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of light duty equipment for the Department of Public Works, including incidental costs in connection therewith, is hereby authorized at a maximum estimated cost of \$720,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$720,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is at least ten years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF AN ADDITION TO THE CCE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$6,500,000 AND AUTHORIZING THE ISSUANCE OF \$6,500,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (DPW-105).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The construction of an addition to the CCE building located at 121 Second Street, in Oriskany, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$6,500,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$6,500,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING DPW FUEL STORAGE AND DISPENSING FACILITIES IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,000,000 AND AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (DPW 107).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. DPW fuel storage and dispensing facilities, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,000,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 88 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING DPW SPACE UTILIZATION IMPROVEMENTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$300,000 AND AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF THE COUNTY TO PAY PART OF THE COST THEREOF (DPW-125).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. DPW space utilization improvements, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$300,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$300,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING EMERGENCY SERVICES FACILITY EXPANSION AND IMPROVEMENTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$350,000 AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (EMG-048).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Emergency services facility expansion and improvements, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$350,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$350,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is at least ten years, pursuant to subdivision 90 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING EMERGENCY SERVICES TECHNOLOGY UPGRADES IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$554,000 AND AUTHORIZING THE ISSUANCE OF \$554,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (EMG-110).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Emergency services technology upgrades, is hereby authorized at a maximum estimated cost of \$554,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$554,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 25 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING ASBESTOS REMOVAL AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,500,000 AND AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (GEN-004).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Asbestos removal at the County Office Building, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$2,500,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,500,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING REHABILITATION OF THE PARKING GARAGE AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,000,000 AND AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (GEN-011).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Rehabilitation of the parking garage at the County Office Building, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,000,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING COUNTY-WIDE COMPUTERIZATION IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,020,000 AND AUTHORIZING THE ISSUANCE OF \$1,020,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (GIT-010).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. County-wide computerization, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,020,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,020,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING MVCC ACADEMIC BUILDING ROOF REPLACEMENT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,111,400 AND AUTHORIZING THE ISSUANCE OF \$1,076,400 BONDS OF THE COUNTY TO PAY PART OF THE COST THEREOF (MVC-126).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. MVCC academic building roof replacement including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$2,111,400.

Section 2. The plan for the financing of such maximum estimated cost is (i) by the issuance of \$1,076,400 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law, and (ii) by the appropriation of \$1,035,000 State grants.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the

INTRODUCTORY

F.N. 2024-

NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

BOND RESOLUTION DATED MARCH 20, 2024.

A RESOLUTION AUTHORIZING REHABILITATION OF THE PUBLIC SAFE COMPLEX IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$504,000 AND AUTHORIZING THE ISSUANCE OF \$504,000 BONDS OF THE COUNTY TO PAY THE COST THEREOF (SHF-036).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Rehabilitation of the public safe complex, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$504,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$504,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is at least ten years, pursuant to subdivision 90 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in each year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the