

ONEIDA COUNTY

DEPARTMENT OF EMERGENCY SERVICES

Anthony J. Picente, Jr.
County Executive

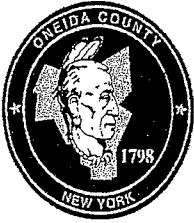
FIRE COORDINATOR

911 CENTER

STOP-DWI PROGRAM

Edward T. Stevens
Director

120 Base Road * Oriskany, New York 13424
Phone: (315)765-2526 * Fax: (315)765-2529



March 31, 2020

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

FN 20 20-159.1

PUBLIC SAFETY

WAYS & MEANS

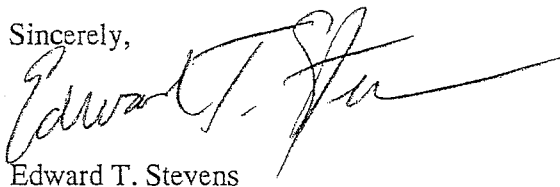
Dear County Executive Picente:

The Department of Emergency Services is seeking approval of a Negative Declaration for property located in the Town of Annsville at 4630 State Route 69. The request for a Negative Declaration is based upon the SEQR process completed by our engineers at C&S which has determined that the proposed action to construct a 911 communication tower will not result in any significant environmental impact.

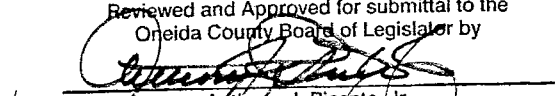
Please forward this request to the Board of Legislators for their approval.

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

Sincerely,


Edward T. Stevens

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


Anthony J. Picente, Jr.
County Executive
Date 4-7-20

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Oneida County Emergency Communication Systems Improvements Project - Annsville Site		
Project Location (describe, and attach a general location map): 4630 NY 69, Taberg, NY 13471 (See attached figure 1)		
Brief Description of Proposed Action (include purpose or need): The proposed action includes the construction of a new 911 Communications facility on Route 69 in the Town of Annsville, Oneida County, New York as part of Oneida County's emergency communication system. The facility shall consist of a 50' x 50' fenced compound within a 100' x 100' area which will be leased by Oneida County, all of which shall be cleared and graded. A new 195-foot self-support communications tower shall be erected within the 50' x 50' compound. Along with the proposed tower, a variety of ancillary ground-based equipment shall also be constructed, including: generator pad (4.5' x 11.5') and an equipment shelter (12' x 20'). Access to the site will use an existing access road appropriate for access during construction and future maintenance activities.		
Name of Applicant/Sponsor: Ed Stevens, Director, Oneida County Emergency Services		Telephone: 315-765-2526 E-Mail: estevens@ocgov.net
Address: 120 Base Road		
City/PO: Oriskany	State: New York	Zip Code: 13424
Project Contact (if not same as sponsor; give name and title/role): Bryan Bayer, Managing Environmental Scientist, C&S Companies		Telephone: 315-703-4312 E-Mail: bbayer@cscos.com
Address: 499 Col. Eileen Collins Blvd.		
City/PO: Syracuse	State: New York	Zip Code: 13212
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State: New York	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Building Permit	TBD
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS Dept. of Homeland Security; SICC Funding Grant; SHPO	TBD
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FCC Radio Frequency Licensing	2/18/2020, call sign WRFE885
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYS Heritage Areas: Mohawk Valley Heritage Corridor	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): Oneida County Farmland Protection Plan, Town of Annsville Comprehensive Plan	

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Camden Central School District

b. What police or other public protection forces serve the project site?
Oneida County Sheriff's Department

c. Which fire protection and emergency medical services serve the project site?
Taberg Volunteer Fire Department, Camden Ambulance Services

d. What parks serve the project site?
None

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial and municipal

b. a. Total acreage of the site of the proposed action? _____ 0.23 acres
 b. Total acreage to be physically disturbed? _____ 0.23 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.23 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 3 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 3
 ii. Dimensions (in feet) of largest proposed structure: 195 height; 20 width; and 20 length
 iii. Approximate extent of building space to be heated or cooled: 240 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: N/A
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 N/A
 iii. If other than water, identify the type of impounded/contained liquids and their source.
 N/A
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____
 N/A

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 Heavy equipment

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
 Power generation

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
 Proposed diesel-fueled 30 Kw backup electrical generator, will run during utility power failures and once per week for testing for approximately 1 hour.

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 200 amp service will be provided for the new site.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
 Local utility _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8am - 5pm _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours unmanned _____ • Saturday: _____ 24 hours unmanned _____ • Sunday: _____ 24 hours unmanned _____ • Holidays: _____ 24 hours unmanned _____
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 Construction equipment 8am - 5pm during construction phase only
 Operation: Backup electric generators will run during periods of electric utility power failures and will run once per week for approximately 1 hour.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 The equipment shelter will have a 100W, NEMA 3, LED light mounted above the door.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: approximately 100 pounds tons per entire construction (unit of time)
- Operation : None tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Material will be reused or recycled whenever possible.
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Dumpster services for municipal solid waste.
- Operation: Not applicable

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.05	0.11	+0.06
• Forested	0.12	0	-0.12
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.06	0.12	+0.06
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: NYSDEC indicates the landfill is closed
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
The proposed communications tower is immediately adjacent to the former landfill. Mapping provided by NYSDEC indicates the tower is outside the former landfill footprint, and there are no monitoring/observation wells within the project limits.
 iii. Describe any development constraints due to the prior solid waste activities: _____
There are no wells within the scope of the proposed site. It is not anticipated the project will result in removal or disturbance of any hazardous material.

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
The former landfill is an inactive hazardous waste site. A Remedial Investigation/Feasibility Study was completed and found little groundwater contamination. Hazardous waste was disposed of on site between 1958 and 1981.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): 633025
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
The current site is known as the Annsville Town Landfill. Remedial Investigation/ Feasibility Study (RI/FS) was completed and very little groundwater contamination was found. A Record of Decision was issued in March 1994 which called for No Further Action. This site is no longer on the Registry of Inactive Hazardous Waste Disposal Sites, but since it is a closed municipal landfill, it remains under the jurisdiction of DEC's Solid Waste.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Udorthents, refuse substratum	_____	76 %
Windsor loamy fine sand	_____	24 %
	_____	%

d. What is the average depth to the water table on the project site? Average: 2 to >6 feet

e. Drainage status of project site soils: Well Drained: _____ 24 % of site
 Moderately Well Drained: _____ 76 % of site
 Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 95 % of site
 10-15%: _____ 5 % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:

Eastern cottontail	Whitetail deer	Groundhog
Grey squirrel	Field mouse	Garter snake
Songbirds	Meadow voles	

n. Does the project site contain a designated significant natural community? Yes No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No

If yes, give a brief description of how the proposed action may affect that use: _____

Some adjoining properties may be used for hunting, trapping, and/or fishing, but there is no affect from the proposed action.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No

If Yes:

i. Nature of the natural landmark: Biological Community Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

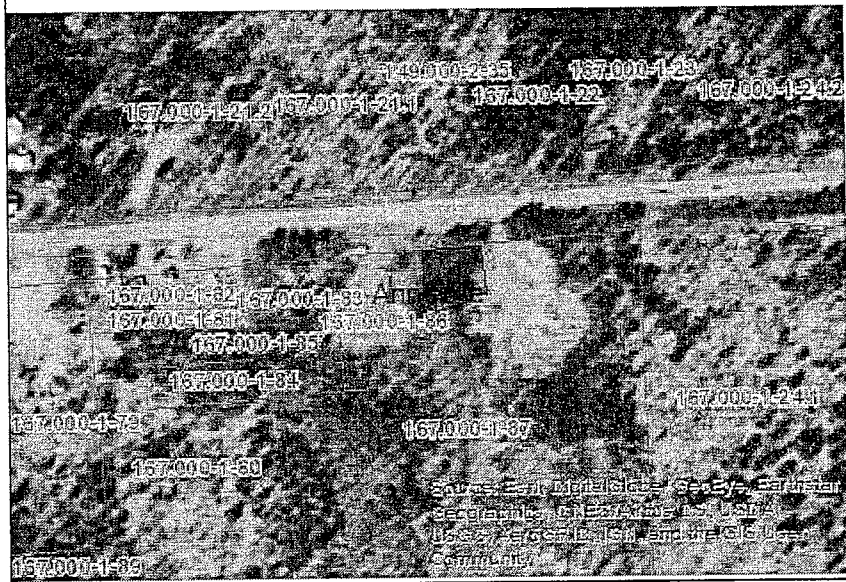
G. Verification

I certify that the information provided is true to the best of my knowledge.

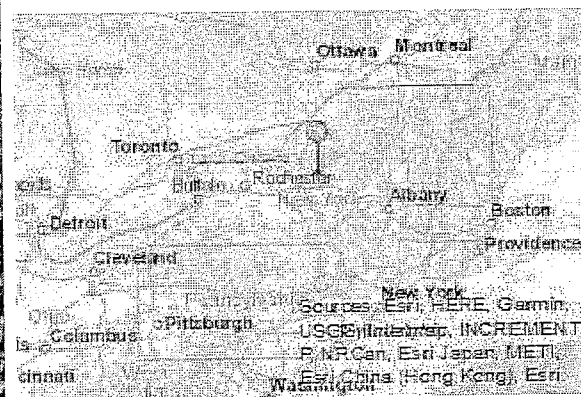
Applicant/Sponsor Name Bryan A. Bayer, C&S Engineers, Inc. Date April 1, 2020

Signature  Title Managing Environmental Scientist

PRINT FORM

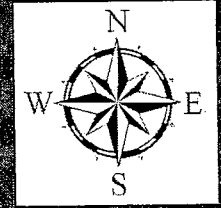


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



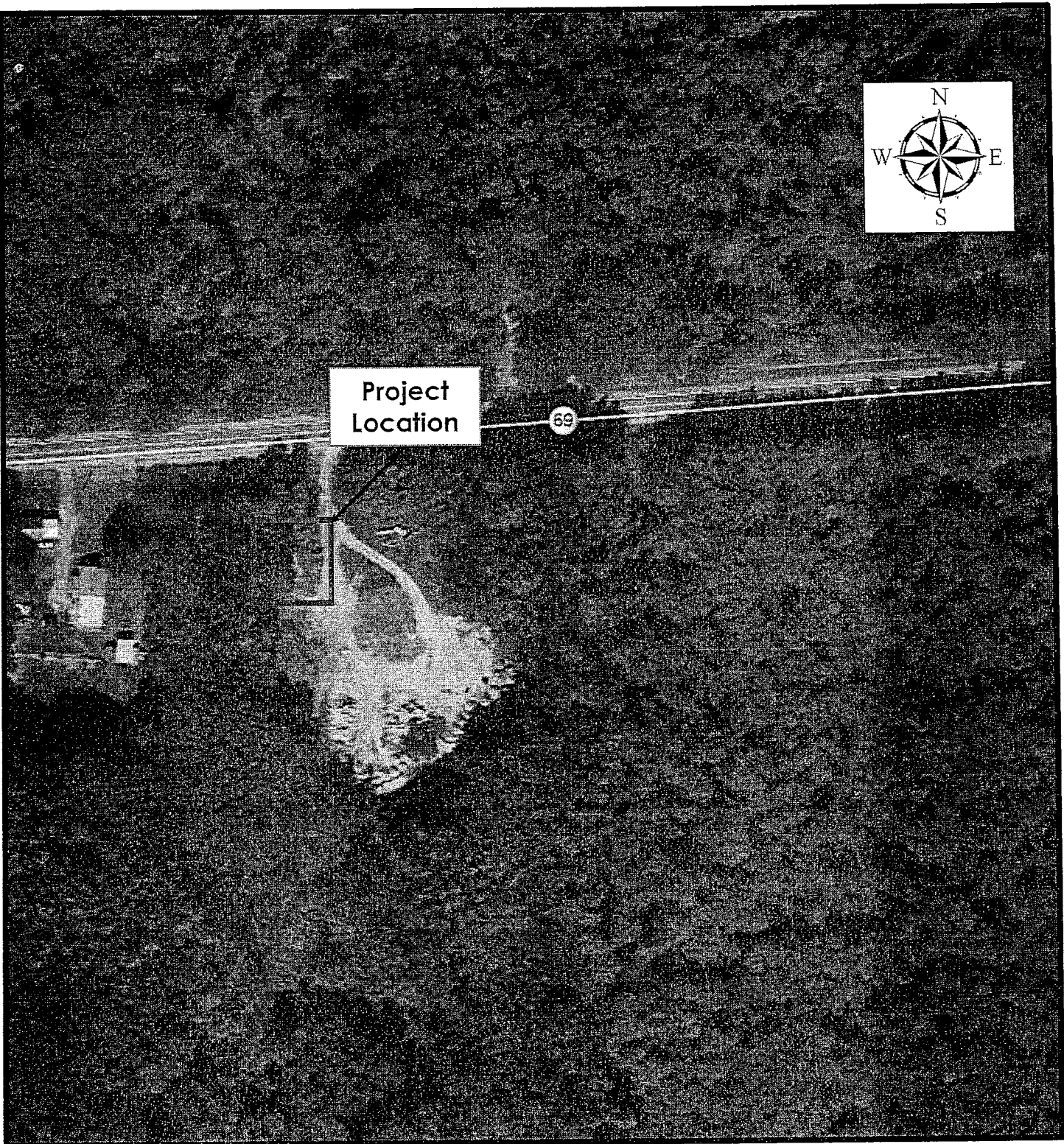
B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	633025
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer

E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



Project
Location

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Source: Google Earth

Not to Scale

Oneida County
Emergency Communications Project
Annsville Site
4630 NY 69, Taberg, New York



Figure 1
Project Location Map

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ONEIDA COUNTY

DEPARTMENT OF EMERGENCY SERVICES

Anthony J. Picente, Jr.
County Executive

FIRE COORDINATOR

911 CENTER

STOP-DWI PROGRAM

Edward T. Stevens
Director



120 Base Road * Oriskany, New York 13424
Phone: (315)765-2526 * Fax: (315)765-2529

March 31, 2020

FN 20 20-159.2

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

PUBLIC SAFETY

WAYS & MEANS

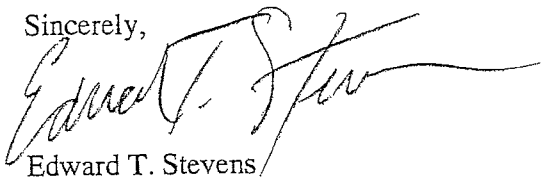
Dear County Executive Picente:

The Department of Emergency Services is seeking approval of a Negative Declaration for property located in the Town of Floyd at 8355 Kotary Road. The request for a Negative Declaration is based upon the SEQR process completed by our engineers at C&S which has determined that the proposed action to construct a 911 communication tower will not result in any significant environmental impact.

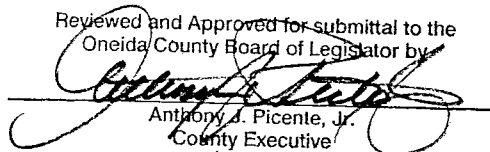
Please forward this request to the Board of Legislators for their approval.

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

Sincerely,


Edward T. Stevens

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


Anthony J. Picente, Jr.
County Executive

Date 4-7-20

*Full Environmental Assessment Form
Part 1 - Project and Setting*

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Oneida County Emergency Communication Systems Improvements Project - Floyd Site		
Project Location (describe, and attach a general location map): 8355 Kotary Rd, Holland Patent, NY 13354 (See attached figure 1)		
Brief Description of Proposed Action (include purpose or need): The proposed action includes the construction of a new 911 Communications facility on Kotary Road in the Town of Floyd, Oneida County, New York as part of Oneida County's emergency communication system. The facility shall consist of a 50' x 50' fenced compound within a 100' x 100' area, all of which shall be cleared and graded. The site will be located within a 0.918-acre area to be subdivided from a larger property. A new 195-foot self-support communications tower shall be erected within the 50' x 50' compound. Along with the proposed tower, a variety of ancillary ground-based equipment shall also be constructed, including: generator pad (4.5' x 11.5'), an equipment shelter (12' x 20'), and a 20' x 22' strip for a site access road. Access to the site will use a newly constructed access road appropriate for access during construction and future maintenance activities.		
Name of Applicant/Sponsor: Ed Stevens, Director, Oneida County Emergency Services		Telephone: 315-765-2526 E-Mail: estevens@ocgov.net
Address: 120 Base Road		
City/PO: Oriskany	State: New York	Zip Code: 13424
Project Contact (if not same as sponsor; give name and title/role): Bryan Bayer, Managing Environmental Scientist, C&S Companies		Telephone: 315-703-4312 E-Mail: bbayer@cscos.com
Address: 499 Col. Eileen Collins Blvd.		
City/PO: Syracuse	State: New York	Zip Code: 13212
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Building Permit	TBD
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS Dept. of Homeland Security; SICG Funding Grant; SHPO	TBD
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FCC Radio Frequency Licensing	2/18/2020, call sign WRFE885
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):
 NYS Heritage Areas: Mohawk Valley Heritage Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):
 Oneida County Farmland Protection Plan, City of Rome Comprehensive Plan

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C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Residential agricultural, multiple section mobile home overlay
- b. Is the use permitted or allowed by a special or conditional use permit? Yes No
- c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

- a. In what school district is the project site located? Holland Patent Central School District
- b. What police or other public protection forces serve the project site?
Oneida County Sheriff's Office
- c. Which fire protection and emergency medical services serve the project site?
Town of Floyd Volunteer Fire Department, AMCare Ambulance Services
- d. What parks serve the project site?
Town of Floyd Park

D. Project Details

D.1. Proposed and Potential Development

- a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial and municipal
- b. a. Total acreage of the site of the proposed action? _____ 0.23 acres
b. Total acreage to be physically disturbed? _____ 0.23 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.23 acres
- c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____
- d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
The project will be located on a 0.918-acre parcel owned by the County.
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? 2
iv. Minimum and maximum proposed lot sizes? Minimum 0.918 acres Maximum 122.2
- e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase I (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 3
 ii. Dimensions (in feet) of largest proposed structure: 195 height; 20 width; and 20 length
 iii. Approximate extent of building space to be heated or cooled: 240 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

- If Yes:
- Name of district or service area: _____
 - Does the existing public water supply have capacity to serve the proposal? Yes No
 - Is the project site in the existing district? Yes No
 - Is expansion of the district needed? Yes No
 - Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

- If Yes:
- Applicant/sponsor for new district: _____
 - Date application submitted or anticipated: _____
 - Proposed source(s) of supply for new district: _____
- v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

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• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 Heavy equipment
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
 Power generation
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
 Proposed diesel-fueled 30 Kw backup electrical generator, will run during utility power failures and once per week for testing for approximately 1 hour.

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 200 amp service will be provided for the new site.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
 Local utility _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 8am - 5pm _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ 24 hours unmanned _____
- Saturday: _____ 24 hours unmanned _____
- Sunday: _____ 24 hours unmanned _____
- Holidays: _____ 24 hours unmanned _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:
 i. Provide details including sources, time of day and duration:
 Construction equipment 8am - 5pm during construction phase only
 Operation: Backup electric generators will run during periods of electric utility power failures and will run once per week for approximately 1 hour.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 The equipment shelter will have a 100W, NEMA 3, LED light mounted above the door.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:
 i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: approximately 100 pounds tons per entire construction (unit of time)
 • Operation: None tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: Material will be reused or recycled whenever possible.
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: Dumpster services for municipal solid waste.
 • Operation: Not applicable

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.11	+0.11
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.23	0.12	-0.11
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes: Yes No
 i. Has the facility been formally closed?
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes: Yes No
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

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v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: Malone loam _____ 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: 0.5-1.5 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:

Eastern cottontail	Whitetail deer	Song birds
Meadow vole	Grey Squirrel	Groundhog
White-footed mouse	Garter snake	

n. Does the project site contain a designated significant natural community? Yes No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No

If yes, give a brief description of how the proposed action may affect that use: _____

Some adjoining properties may be used for hunting, trapping, and/or fishing, but there is no affect from the proposed action.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No

If Yes:

i. Nature of the natural landmark: Biological Community Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information


Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

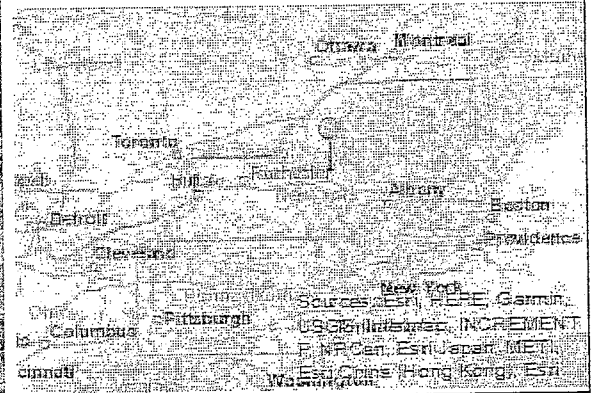
Applicant/Sponsor Name Bryan A. Bayer, C&S Engineers, Inc. Date 3-17-20

Signature  Title Managing Environmental Scientist

EAF Mapper Summary Report

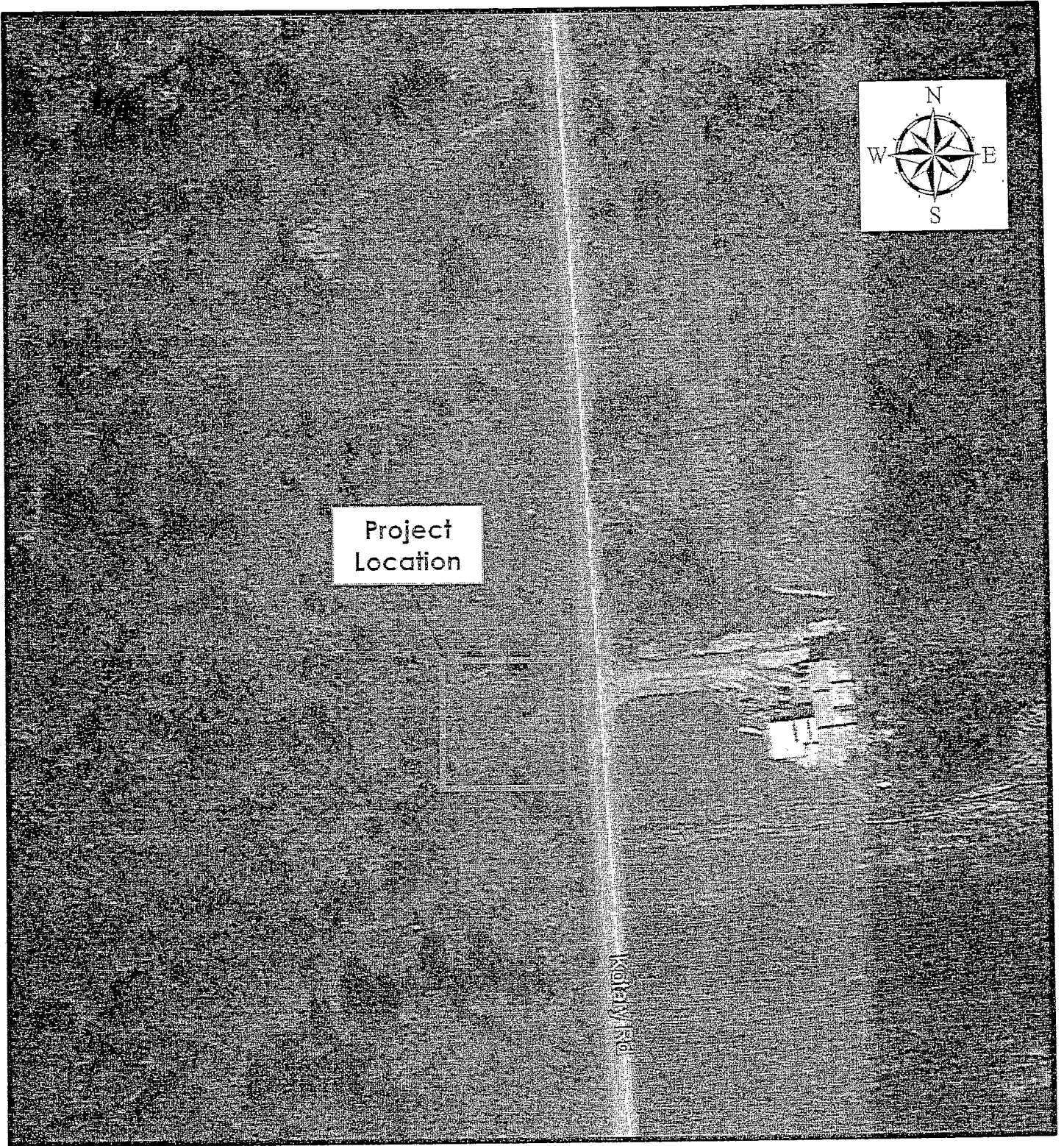
Wednesday, December 18, 2019 10:07 AM

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



Source: Google Earth

Not to Scale

Oneida County
Emergency Communications Project
Floyd Site
8355 Kotary Rd, Holland Patent, New York



Figure 1
Project Location Map

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

Date: April 7, 2020

FN 20 20-160

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

WAYS & MEANS

Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2019, deficit balances were identified in a number of employee fringe benefit accounts that will require transfers. The transfers are covered by surplus funds in the 2019 budgets of other related fringe accounts.

Health Insurance shortages result from an evolving workforce and coverage changes that they may elect. The shortages in the retirement accounts are due to the ever-increasing NYS Retirement charge and the decision to pay off the entire retirement liability in order to save on interest charges.

Due to the need to close the 2019 accounting records, I ask that these transfers be acted upon at the **May 13th meeting**. I therefore request your Board approval for the following **2019** fund transfers:

TO:

AA# A1010.810 - Board of Legislators, Retirement	\$	650.
AA# A1010.840 - Board of Legislators, Workers Compensation		716.
AA# A1010.860 - Board of Legislators, Health Insurance		10,274.
AA# A1110.810 - County Court, Retirement		1,290.
AA# A1110.840 - County Court, Workers Compensation		168.
AA# A1110.860 - County Court, Health Insurance		2,627.
AA# A1165.810 - District Attorney Office, Retirement		9,024.
AA# A1165.840 - District Attorney Office, Workers Compensation		2,450.
AA# A1165.860 - District Attorney Office, Health Insurance		32,313.
AA# A1170.810 - Public Defender-Criminal, Retirement		22,577.
AA# A1170.830 - Public Defender-Criminal, Social Security		2,173.
AA# A1170.840 - Public Defender-Criminal, Workers Compensation		3,240.
AA# A1170.860 - Public Defender-Criminal, Health Insurance		6,114.
AA# A1172.830 - Public Defender-Regional Immigration, Social Security		806.
AA# A1172.840 - Public Defender-Regional Immigration, Workers Compensation ...		126.

AA# A1230.840 - County Executive, Workers Compensation	580.
AA# A1172.860 - Public Defender-Regional Immigration, Health Insurance	912.
AA# A1230.810 - County Executive, Retirement	27,688.
AA# A1230.860 - County Executive, Health Insurance	6,752.
AA# A1310.810 - Finance-Commissioner, Retirement	1,137.
AA# A1310.860 - Finance-Commissioner, Health Insurance	1,745.
AA# A1315.810 - Audit & Control, Retirement	1,756.
AA# A1315.840 - Audit & Control, Workers Compensation	1,110.
AA# A1315.860 - Audit & Control, Health Insurance	12,592.
AA# A1345.810 - Purchasing, Retirement	885.
AA# A1345.840 - Purchasing, Workers Compensation	107.
AA# A1345.860 - Purchasing, Health Insurance	12,278.
AA# A1410.810 - County Clerk-Registrar, Retirement	3,690.
AA# A1410.840 - County Clerk-Registrar, Workers Compensation	1,162.
AA# A1410.850 - County Clerk-Registrar, Unemployment Insurance	1,066.
AA# A1410.860 - County Clerk-Registrar, Health Insurance	207.
AA# A1411.840 - Motor Vehicle Bureau, Workers Compensation	913.
AA# A1411.850 - Motor Vehicle Bureau, Unemployment Insurance	1,282.
AA# A1411.860 - Motor Vehicle Bureau, Health Insurance	35.
AA# A1412.810 - Naturalization, Retirement	328.
AA# A1412.840 - Naturalization, Workers Compensation	75.
AA# A1412.860 - Naturalization, Health Insurance	493.
AA# A1420.840 - Law Department, Workers Compensation	2,344.
AA# A1420.850 - Law Department, Unemployment Insurance	501.
AA# A1430.810 - Personnel, Retirement	5,064.
AA# A1430.840 - Personnel, Workers Compensation	1,392.
AA# A1430.860 - Personnel, Health Insurance	9,884.
AA# A1450.810 - Board of Elections, Retirement	2,127.
AA# A1480.810 - Health Insurance Administration, Retirement	983.
AA# A1480.830 - Health Insurance Administration, Social Security	76.
AA# A1480.840 - Health Insurance Administration, Workers Compensation	232.
AA# A1480.860 - Health Insurance Administration, Health Insurance	3,148.
AA# A1490.810 - Public Works-Commissioner, Retirement	1,137.
AA# A1490.840 - Public Works-Commissioner, Social Security	309.
AA# A1490.840 - Public Works-Commissioner, Workers Compensation	2,130.
AA# A1610.810 - Central Services, Retirement	4,375.
AA# A1610.830 - Central Services, Social Security	1,244.
AA# A1610.840 - Central Services, Workers Compensation	2,115.
AA# A1610.850 - Central Services, Unemployment Insurance	3,359.
AA# A1620.810 - Buildings & Grounds, Retirement	8,428.
AA# A1620.860 - Buildings & Grounds, Health Insurance	35,943.
AA# A1670.840 - Purchasing-Central Print & Mail Svcs, Workers Compensation	63.
AA# A3020.860 - Emergency Communications, Health Insurance	50,299.
AA# A3110.810 - Sheriff-Administration, Retirement	423.
AA# A3110.840 - Sheriff-Administration, Workers Compensation	288.
AA# A3110.860 - Sheriff-Administration, Health Insurance	9,946.
AA# A3112.810 - Sheriff-Security, Retirement	7,781.
AA# A3112.830 - Sheriff-Security, Social Security	2,254.

AA# A3112.840 - Sheriff-Security, Workers Compensation	654.
AA# A3112.860 - Sheriff-Security, Health Insurance	14,168.
AA# A3113.810 - Sheriff-Special Initiatives, Retirement.....	7,064.
AA# A3113.830 - Sheriff-Special Initiatives, Social Security	3,582.
AA# A3113.860 - Sheriff-Special Initiatives, Social Health Insurance	1,559.
AA# A3117.810 - Sheriff-Court Attendants, Retirement.....	1,416.
AA# A3117.860 - Sheriff-Court Attendants, Health Insurance.....	46,266.
AA# A3120.810 - Sheriff-Law Enforcement, Retirement.....	65,193.
AA# A3120.830 - Sheriff-Law Enforcement, Social Security	24,943.
AA# A3121.830 - Sheriff-Special Patrol Officers, Social Security.....	12,514.
AA# A3121.840 - Sheriff-Special Patrol Officers, Workers Compensation.....	1,204.
AA# A3140.810 - Probation Office, Retirement	7,610.
AA# A3140.840 - Probation Office, Workers Compensation.....	3,016.
AA# A3141.810 - Probation-Domicile Restriction Program, Retirement.....	1,437.
AA# A3141.830 - Probation-Domicile Restriction Program, Social Security	648.
AA# A3141.840 - Probation-Domicile Restriction Program, Workers Compensation.	340.
AA# A3145.830 - Probation-Rome Safe School Program, Social Security	77.
AA# A3145.860 - Probation-Rome Safe School Program, Health Insurance	1,318.
AA# A3150.810 - Sheriff-Jail Inmates, Retirement	48,172.
AA# A3150.840 - Sheriff-Jail Inmates, Workers Compensation	3,488.
AA# A3152.810 - Sheriff- Inmate Commissary, Retirement	2,771.
AA# A3313.850 - STOP DWI, Unemployment Insurance.....	8,024.
AA# A4011.860 - Public Health-PHC Administration, Health Insurance	204.
AA# A4012.840 - Public Health-Clinic, Workers Compensation.....	183.
AA# A4015.840 - Lead Screening Program, Workers Compensation	270.
AA# A4015.850 - Lead Screening Program, Unemployment Insurance.....	56.
AA# A4018.810 - Environmental Health, Retirement	4,292.
AA# A4018.840 - Environmental Health, Workers Compensation	999.
AA# A4018.860 - Environmental Health, Health Insurance	21,296.
AA# A4059.850 - Early Intervention Administration, Unemployment Insurance	7,432.
AA# A4091.850 - Cancer Services, Unemployment Insurance.....	3,000.
AA# A4210.860 - Budget-Substance Abuse Svcs Residual, Health Insurance.....	411.
AA# A5620.810 - Department of Aviation, Retirement.....	5,735.
AA# A5620.830 - Department of Aviation, Social Security	683.
AA# A5620.840 - Department of Aviation, Workers Compensation.....	1,264.
AA# A5620.860 - Department of Aviation, Health Insurance	44,036.
AA# A6010.810 - Social Services Administration, Retirement.....	15,342.
AA# A6012.850 - Temporary Assistance, Unemployment Insurance.....	9,294.
AA# A6015.810 - Home Energy Assistance Program, Retirement.....	8,651.
AA# A6015.830 - Home Energy Assistance Program, Social Security	2,748.
AA# A6015.840 - Home Energy Assistance Program, Workers Compensation.....	1,453.
AA# A6015.850 - Home Energy Assistance Program, Unemployment Insurance	19,487.
AA# A6610.810 - Weights & Measures, Retirement	761.
AA# A6610.840 - Weights & Measures, Workers Compensation.....	217.
AA# A6610.860 - Weights & Measures, Health Insurance	1,469.
AA# A6772.840 - Office for the Aging, Workers Compensation	420.
AA# A6772.860 - Office for the Aging, Health Insurance	63,473.
AA# A6773.810 - OFA-Senior Nutrition Program, Retirement.....	643.

AA# A6773.840 - OFA-Senior Nutrition Program, Workers Compensation.....	240.
AA# A6774.860 - OFA-Senior Nutrition Program, Health Insurance	3,662.
AA# A7310.840 - Youth Bureau, Workers Compensation	30.
AA# A9040.840 - Health Insurance, Workers Compensation.....	1.
AA# A9050.850 - Health Insurance, Unemployment Insurance.....	<u>9,063.</u>
"A" Fund Total:\$	809,465.

AA# D3310.810 - Traffic Control, Retirement.....	\$ 2,862.
AA# D3310.840 - Traffic Control, Workers Compensation	\$ 50.
AA# D5020.810 - Engineering, Workers Retirement.....	\$ 3,405.
AA# D5020.860 - Engineering, Health Insurance	\$ 42,904.
AA# D5110.810 - Maintenance of Highways & Bridges, Workers Retirement.....	\$ <u>18,474.</u>
"D" Fund Total:\$	67,695.

AA# G8120.860 - Water Pollution Control-Sanitary Sewers, Health Insurance	\$ 287.
AA# G8140.860 - Water Pollution Control-Industrial, Health Insurance.....	<u>723.</u>
"G" Fund Total: \$	1,010.

AA# J6293.810 - Summer Youth Employment Program, Retirement	\$ 6,082.
AA# J6293.830 - Summer Youth Employment Program, Social Security.....	204.
AA# J6293.840 - Summer Youth Employment Program, Workers Compensation	806.
AA# J6293.860 - Summer Youth Employment Program, Health Insurance	8,956.
AA# J6300.830 - Office of Workforce Development, Social Security	264.
AA# J6302.830 - Administration-Other Grants.....	<u>61.</u>
"J" Fund Total:\$	16,373.

FROM:

AA# A1010.830 - Board of Legislators, Social Security.....	\$ 2,236.
AA# A1165.830 - District Attorney Office, Social Security	13,318.
AA# A1165.850 - District Attorney Office, Unemployment Insurance	8,163.
AA# A1170.850 - Public Defender-Criminal, Unemployment Insurance.....	5,947.
AA# A1172.850 - Public Defender-Regional immigration, Unemployment Insurance	614.
AA# A1173.810 - Public Defender-Civil, Retirement	6,883.
AA# A1173.830 - Public Defender-Civil, Social Security	7,625.
AA# A1173.850 - Public Defender-Civil, Health Insurance	2,000.
AA# A1230.830 - County Executive, Social Security.....	3,241.
AA# A1311.810 - Finance-Treasury, Retirement.....	12,647.
AA# A1311.830 - Finance-Treasury, Social Security	9,764.
AA# A1311.840 - Finance-Treasury, Workers Compensation.....	1,882.
AA# A1311.860 - Finance-Treasury, Health Insurance.....	35,910.
AA# A1312.810 - Finance-Real Property Tax Services, Retirement	13,836.
AA# A1312.830 - Finance-Real Property Tax Services, Social Security.....	7,026.

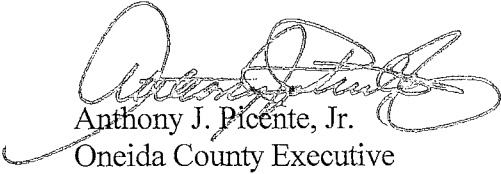
AA# A1312.860 - Finance-Real Property Tax Services, Health Insurance	20,173.
AA# A1313.860 - Finance-Real Estate, Health Insurance.....	14,218.
AA# A1315.830 - Audit & Control, Social Security.....	3,471.
AA# A1340.830 - Budget Office, Social Security.....	4,423.
AA# A1345.830 - Purchasing, Social Security.....	2,424.
AA# A1411.830 - Motor Vehicle Bureau, Social Security	8,145.
AA# A1420.810 - Law Department, Retirement.....	35,128.
AA# A1420.830 - Law Department, Social Security.....	5,315.
AA# A1450.830 - Board of Elections, Social Security	6,264.
AA# A1610.860 - Division of Information & Technologies, Health Insurance.....	61,135.
AA# A1620.830 - Buildings & Grounds, Social Security.....	4,482.
AA# A1670.810 - Central Print & Mail Services. Retirement.....	7,143.
AA# A3020.810 - Emergency Communications, Retirement	26,158.
AA# A3020.830 - Emergency Communications, Social Security.....	16,929.
AA# A3115.810 - Sheriff-Civil, Retirement	29,686.
AA# A3115.830 - Sheriff-Civil, Social Security.....	20,057.
AA# A3140.860 - Probation-Office of Probation, Health Insurance.....	25,724.
AA# A3141.860 - Probation-Domicile Restriction Program, Health Insurance	28,028.
AA# A3150.830 - Sheriff-Jail Inmates, Social Security.....	125,985.
AA# A4012.830 - Public Health-Clinic, Social Security	7,603.
AA# A4015.830 - Lead Screening Program, Social Security.....	2,463.
AA# A4089.860 - Immunization Action Plan, Health Insurance	13,525.
AA# A6010.840 - Social Services Administration, Workers Compensation.....	2,964.
AA# A6011.810 - DSS-Children & Adult Svcs, Retirement	101,437.
AA# A6011.830 - DSS-Children & Adult Svcs, Social Security.....	99,027.
AA# A6012.840 - Temporary Assistance, Workers Compensation.....	5,677.
AA# A6510.840 - Veterans Service Agency, Workers Compensation	454.
AA# A6510.850 - Veterans Service Agency, Unemployment Insurance.....	335.
"A" Fund Total:\$	809,465.

AA# D3310.830 - Public Works-Traffic Control, Social Security.....\$	3.
AA# D3310.850 - Public Works-Traffic Control, Unemployment Insurance.....	983.
AA# D3310.860 - Public Works-Traffic Control, Health Insurance.....	2,481.
AA# D5010.810 - Highway & Bridges Administration, Retirement.....	1.
AA# D5010.830 - Highway & Bridges Administration, Social Security	1,425.
AA# D5010.840 - Highway & Bridges Administration, Workers Compensation.....	365.
AA# D5010.850 - Highway & Bridges Administration, Unemployment Insurance	652.
AA# D5010.860 - Highway & Bridges Administration, Health Insurance	6,072.
AA# D5020.830 - Engineering, Social Security.....	1,605.
AA# D5020.840 - Engineering, Workers Compensation	1,220.
AA# D5020.850 - Engineering, Unemployment Insurance	1,840.
AA# D5020.860 - Engineering, Health Insurance	2,195.
AA# D5110.830 - Maintenance of Highways & Bridges, Social Security.....	9,077.
AA# D5110.840 - Maintenance of Highways & Bridges, Workers Compensation	1,942.
AA# D5110.850 - Maintenance of Highways & Bridges, Unemployment Insurance ...	1,946.
AA# A - Transfer from General Fund.....	35,888.
"D" Fund Total:\$	67,695.

AA# G8120.840 - Water Pollution Control-Sanitary Sewers, Workers Comp.....	\$	752.
AA# G8140.860 - Water Pollution Control-Industrial, Health Insurance		<u>258.</u>
	"G" Fund Total:\$	1,010.

AA# J6293.850 - Summer Youth Employment Program, Unemployment Insurance.	\$	437.
AA# J6298.840 - Summer Youth Employment Program, Workers Compensation		248.
AA# J6300.850 - Office of Workforce Development, Unemployment Insurance		1,894.
AA# J6303.830 - Oneida County College Students Corps, Social Security.....		8,465.
AA# J6303.840 - Oneida County College Students Corps, Workers Compensation....		302.
AA# J6307.830 - 2nd Chance- Career Tech Grant.....		5,000.
AA# J6307.860 - 2nd Chance- Health Insurance.....		<u>27.</u>
	"J" Fund Total:\$	16,373.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

cc: County Attorney
Comptroller
Budget Director



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

March 31, 2020

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

FN 20 20-161

PUBLIC WORKS

Re: Budget transfer to fund October 31st flood repairs

WAYS & MEANS

Dear County Executive Picente:

During the October 31, 2019 flooding event, substantial damages were incurred to Oneida County Sewer District infrastructure. There were damages to the Sauquoit Creek Pumping Station and its access road. There were also at least five (5) places along the Sauquoit Creek interceptor sewer that were exposed by creek floodwaters. Three (3) of these places were fixed on an emergency basis as well as the access road to the pumping station.

The department has been working with FEMA on repairs to the infrastructure. Prior to getting reimbursement from FEMA, the department must show that they have paid contractors for the work they did. The reimbursement, if approved should be 75% of the incurred cost. It is unknown if any reimbursement will be coming from the State of New York for these repairs.

To facilitate the reimbursement process and to allow the department to pay contractors for the work completed, I respectfully request that the following 2020 supplemental appropriation for the Water Pollution Control Fund be granted.

WATER POLLUTION CONTROL:

TO:

AG# G8110.19511 Water Pollution Control - Admin - Flood Damage Expenses... \$ 2,000,000.

This supplemental appropriation will be fully supported by:

RA# G599 Water Pollution Control - Fund Balance... \$ 500,000.
RA# G4305 Water Pollution Control - Federal Aid - FEMA Grant... \$ 1,500,000.

I am available at your convenience to answer any questions you or the Board of Legislators may have regarding this request. I am further requesting that this matter be acted upon as soon as possible.

Thank you for your attention to this matter.

Sincerely,
THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature of Steven P. Devan]

Steven P. Devan, P.E.
Commissioner

CC: Comptroller
County Attorney
Budget Director
John Waters, WQ&WPC
Karl E. Schrantz, P.E., Ramboll

Reviewed and Approved for submittal to the Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 4-3-20



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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

March 17, 2020

FN 20 20-162

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

PUBLIC WORKS

Re: Compressor Maintenance
Ingersoll-Rand Package Care Agreement

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Water Pollution Control Plant currently has a five (5) year Package Care Agreement with Ingersoll-Rand for the compressors and support equipment at the Water Pollution Control Plant. The facility is currently in year three (3) of this agreement.

Due to the upgrades at the plant, some of the equipment in the current agreement is no longer in use and thus requires no additional maintenance. Even though we are obligated to pay under the existing agreement, Ingersoll-Rand has agreed to terminate the agreement and generate a new agreement that will service equipment that exists now and will remain in service for the future. This equipment operates in a harsh environment and requires frequent, expensive maintenance.

The Ingersoll-Rand's Package Care Program covers all maintenance and parts replacement for the units for a fixed price. If anything is unrepairable, Ingersoll-Rand would replace it under the fixed cost of the program. The total cost each year over the five (5) year period is as follows.

Year 1	\$18,560.85
Year 2	\$19,024.88
Year 3	\$19,500.50
Year 4	\$19,988.01
Year 5	<u>\$20,487.71</u>
Total	\$97,561.95

It has been the experience of the Department that even though the cost is significant, savings have been realized due to the amount of maintenance that has to be done and the number of parts that have to be replaced.

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

Sincerely,
**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

Attachments: Ingersoll-Rand Package Care Agreement
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 3-19-20

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Ingersoll-Rand Air Center
28 Corporate Circle, Suite #2
East Syracuse, NY 13057

Title of Activity or Service: Compressor Maintenance
Ingersoll-Rand Company

Proposed Dates of Operation: Upon execution through 2024

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

Summary Statements

- 1) Narrative Description of Proposed Services: This agreement with Ingersoll-Rand Company would provide complete repair, maintenance and equipment replacement for compressor equipment at the Oneida County Water Pollution Control Plant for a five (5) year period.
- 2) Program/Service Objectives and Outcomes: Keep the compressors up and running by having them maintained properly.
- 3) Program Design and Staffing: Oversight will be conducted by WQ&WPC staff

Total Funding Requested: \$97,561.95 **Account #:** G8130.493

Oneida County Dept. Funding Recommendation: Department operating budget

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding has to come from the Department operating budget on an annual basis.

Cost Per Client Served: \$0.87

Past Performance Data: Participation in this program in the past has proven very cost-effective for the Department.

O.C. Department Staff Comments: The total funding requested is for a five (5) year period and the cost per client served is also based on this number.



Ingersoll Rand Company
800 D Beaty Street
Davidson, NC 28036

March 5, 2020

Oneida County Pollution Control
51 Leland Ave
Utica, NY 13502

RE: PackageCARE Agreement between Oneida County Pollution Control and Ingersoll Rand Company, effective January 18, 2017 (the "Agreement").

Dear John Waters,

Please accept this letter as our formal notice to you that we will be terminating the agreement that was effective January 18, 2017. In exchange for our waiver of liquidated damages associated with agreement #1-5ECKOB5, effective January 18, 2017, the agreement is being replaced and superseded in its entirety with the new agreement signed on _____.

Please sign and date in the Customer signature line and return to me. Let me know if you have any questions or need further assistance.

Sincerely,

Brendt Matzel

Sales Engineer
Ingersoll Rand Company
28 Corporate Circle, Suite 2
E Syracuse, NY 13057

Phone: 315-345-5295
Email: Brendt_Matzel@irco.com

Oneida County Pollution Control

Customer Signature: _____

Date: _____



PackageCARE Agreement

Ingersoll-Rand Company ("Ingersoll Rand", "Company" or "Seller"), 800-D Beatty Street, Davidson, NC 28036 and Oneida County Pollution Control, 80 Leland Avenue, UTICA, NY 13503, ("Customer" or "Buyer" or "Purchaser") agree to this PackageCARE Agreement (the "Agreement") as follows:

- SCOPE.** This Agreement is for the maintenance service of the equipment set forth below (the "Equipment") for the hours of operation during the Term (the "Hours During Contract").

EQ#	Manufacturer	Model	Serial Number	Start Date	Hours/YR	Current Hours
1	IR	RS30N - OPTION ITEM,	CBV509889	8/9/2017	8000	4000
2	IR	EP40SE	JE1141U94337	1/23/1997	2000	98863
3	Ingersoll Rand	IR150C	Inline.OCWW	1/1/1995	8000	99000
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
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17						
18						
19						
20						

- SERVICE.** Ingersoll Rand's service program will be performed in accordance with an Ingersoll Rand maintenance schedule specific to the Equipment set forth above. This service will include examination, lubrication, adjustment, and repair/replacement of covered components, as further detailed on Exhibit A. During the Term of this Agreement Ingersoll Rand may either repair or replace a piece of Equipment, at its option, with a like piece of equipment with at least the same functionality. In the case of replacement of Equipment, Ingersoll Rand shall amend the Equipment list set forth above and provide Customer with such amended list within a reasonable period of time after such replacement. Title to such replacement Equipment shall be transferred to Customer and Customer agrees to pass title of the replaced Equipment to Ingersoll Rand with free and clear title.
- PRODUCTS.** The services to be performed on the Equipment are set forth on Exhibit A.
- CUSTOMER SITE REQUIREMENTS.** In order to receive the services provided hereunder, the Customer must provide and adhere to the site requirements for the Equipment set forth on Exhibit A.
- HOURS OF SERVICE.** Unless stated otherwise in Exhibit B, Ingersoll Rand will perform the services during regular working hours, Monday through Friday, 7:00am through 5:00pm, local time, excluding Ingersoll Rand recognized holidays ("Regular Working Hours"). These Services include calls for emergency adjustments during Regular Working Hours. A request for service will be considered an "Emergency Adjustment Call" if it is to correct a malfunction or adjust the Equipment and requires immediate attention and is not caused by misuse, improper maintenance by anyone other than Ingersoll Rand certified technicians, abuse or other factors beyond Ingersoll Rand's control. If Customer authorizes service outside of Regular Working Hours, Customer will be invoiced at Ingersoll Rand's then current premium time national billing rates, plus materials not covered by this Agreement. All other services, not covered hereunder, will be billed at Ingersoll Rand's then current national billing rate.
- TERM.** This Agreement commences upon approval by Ingersoll Rand and execution of this contract by Customer on the "Effective Date" noted in the signature block, unless indicated otherwise in Exhibit B, and will continue through a period of five year(s) (the "Term").



PackageCARE Agreement

7. **AGREEMENT PRICE.** In consideration of the Services provided hereunder, Customer agrees to pay Company \$4,640.21 Quarterly, totaling \$18,560.85 in Year 1.

Example Payments (See Section 8)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$18,560.85	\$19,024.88	\$19,500.50	\$19,988.01	\$20,487.71
	Year 6	Year 7	Year 8	Year 9	Year 10

Customer agrees to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the Services provided hereunder. Ingersoll Rand will invoice Customer, at the beginning of each Payment Period, in the frequency in accordance with the payment installments set forth above. Customer will pay all invoices within thirty (30) days from the date of invoice.

The prices set forth above are based on the current location, use, site environmental conditions and equipment condition upon the Effective Date hereof. Should any of these factors change during the Term, these prices are subject to adjustment by Ingersoll Rand.

8. **PRICE ADJUSTMENTS.** The Agreement Price will adjust upward two and one-half percent (2.5%) year-over-year, pending review based upon the Consumer Price Index, Commodity and Services Group, Other Services (based upon index in effect as of the Effective Date anniversary), the increase will match the CPI when there is movement greater than three percent (3%) upwards. The labor rates for work, outside of this Agreement will be adjusted annually, as of the date of the national labor rate adjustment accordingly.

If Customer's use of the Equipment exceeds the Annual Hours ("Annual Hours" calculated as Hours During Contract divided by Agreement Term in years) and continues to do so for a period of six (6) months, the prices herein are subject to increase by Ingersoll Rand.

For Agreements where the total Agreement Price is paid at the beginning of the Term, should CPI movement exceed 3% upward per calendar year (the "CPI Increase"), the value of the actual CPI Increase will be invoiced annually on the anniversary of the Effective Date.

9. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, together with Exhibits A, B, C and D or supplements specifically referenced in this Agreement, constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed, in duplicate, by its duly authorized representative. The individual executing below on behalf of the Customer warrants that it is an authorized representative and has the ability to bind the Customer to the terms of this Agreement. Ingersoll Rand is not bound by the terms of this Agreement until its authorized representative has executed this Agreement in the signature block provided below.

Ingersoll-Rand Company

Authorized Representative

Signature: _____

Name _____

Title _____

Date _____

[Handwritten Signature]

 NAME CRADDOCK
 SERVICE SUPERVISOR
 3/3/20

Oneida County Pollution Control

Authorized Representative

Signature _____

Name _____

Title _____

Effective Date _____

P.O. # _____

CONTRACT MANAGEMENT USE ONLY (Not valid until signed by Ingersoll Rand Contract Management Team)

By (signature): _____

Title: _____

Name (printed): _____

Date: _____

A0.5 B0.47 C0.03 734PL110PC140

Customer Initials _____

Exhibit A: Product Services & Site Requirements

1. **PRODUCT SERVICES.** The following services will be provided on the Equipment:
 - a. **Rotary Screw Compressors.** Compressor components housed between the air and water (when applicable) inlet flanges and the air and water discharge flanges. Additionally, shipped loose Variable Frequency Drives (VFD's) supplied by Ingersoll Rand are NOT included. Non-Ingersoll Rand disconnects and line reactors are not covered in the scope of a rotary unit.
 - b. **Type 30 Compressors.** All Tank or Base plate mounted components between the air inlet and discharge flanges are covered under PackageCARE. Coverage assumes a maximum duty cycle of 70% for simplex units.
 - c. **Reciprocating Compressors.** All components integral to the compressor package as supplied by Ingersoll Rand between the inlet air & water flanges to the discharge air & water flanges. This would include component items that are removed for shipping purposes and 'reassembled' on location during installation as applicable to the compressor unit covered (ex: outboard bearing & pedestal mount, flywheel, and belt guard). Additionally 'shipped loose' items covered include Ingersoll Rand provided inlet filter housings, pulsation bottles (where applicable), pipeline aftercooler/ separator assemblies, and Ingersoll Rand supplied instrumentation. Shipped loose Main Drive Motor and Main Motor Starter provided by Ingersoll Rand are covered if specifically indicated as an individual line item Agreement Section 1 (Scope). Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items are NOT covered as part of this Agreement.
 - d. **Centrifugal Compressors.** All components integral to the compressor package as supplied by Ingersoll Rand between the inlet air and water flanges to the discharge air & water. Additionally, 'shipped loose' items covered include Ingersoll Rand provided inlet filter housings, bypass silencers, pipeline aftercooler/separator assemblies, check valves, and Ingersoll Rand supplied instrumentation. Shipped loose Main Motor Starter (where applicable) provided by Ingersoll Rand are covered if specifically indicated as an individual line item in Agreement Section 1 (Scope). Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items as well as Main Drive Motors not supplied by Ingersoll Rand are NOT covered as part of this Agreement.
 - e. **Dryers.** Base plate mounted components between the inlet and discharge flange, in addition to the silencers, blower and heater where applicable. Covered dryer components do not include filtration.
 - f. **The following items are covered only if specifically outlined in Agreement Section 1: Scope**
 - Oil-Water Separators
 - Inline Filters
 - Plate & Frame Heat Exchangers
 - Pace Control Valves
 - Intelliflow Valves
 - Dew Point Meters (non-mounted)
 - Pneumatic No-Loss Drains
 - Receiver Tanks
 - Water Filtration
 - Line Reactors
 - Cooling Towers
 - Intelligent Energy Optimizers
2. **CUSTOMER REQUIREMENTS.** In order to receive the services hereunder, the Customer must provide and adhere to the Site Conditions listed below and detailed on Exhibit D (Site and Equipment Conditions). In the event Customer has a change in site or equipment conditions, the prices herein are subject to increase by Ingersoll Rand.
 - a. **SITE AIR QUALITY.** Site Air Quality is categorized by both the particulate and chemical conditions in the ambient air surrounding the compressor system, as well as the air where the compressor intake will be located. Ingersoll Rand reserves the right to verify these parameters using silver and copper air quality coupon testing, analysis of the compressor condensate and other particulate measurement methods.
 - b. **SITE WATER QUALITY.** In cases where water is used for cooling, the water source into the specific piece of equipment dictates the risk rating for water quality. Therefore, if the water source is altered during the Agreement terms, Company may reassess pricing parameters accordingly.
 - c. **MOTOR CONDITION.** In cases where a PackageCARE contract covers the unit drive motor and the motor has been previously rewound and/or cleaned, dipped and baked, documentation for all prior work must be provided to Ingersoll Rand prior to the start of the agreement. Ingersoll Rand reserves the right to test the condition of the motor prior to finalizing the total Agreement price.

Exhibit B: Additional Terms & Conditions

MODIFICATION TO AGREEMENT SECTION 5 (HOURS OF SERVICE):

Regular hours of service for this Agreement shall be defined as 0730 AM to 1600 PM, Monday through Friday.

EXTENDED HOURS OF SERVICE:

Services requested by Customer outside of the Regular Hours of Service will be billed at a rate of \$75.00 per hour.

Holiday and Weekend services will be billed at a rate of \$150.00 per hour.

TERMINATION FOR CAUSE:

Notwithstanding section 9 of the attached Terms and Conditions, in the event that Company is in default of its obligations to perform service hereunder and such default continues thirty (30) days after Company's receipt of written notice by Customer setting forth the specifics of such default, Customer may terminate this Agreement upon thirty (30) days written notice and its only obligation to Company hereunder shall be to pay Company the list price of the services provided to Customer up to the date of termination minus any payments already paid Company up to the date of termination.

MODIFICATION TO EXHIBIT C SECTION 13 (GOVERNING LAW):

Governing state for this Agreement is New York. All other portions of this section remain intact.

Exhibit C: PackageCARE Terms & Conditions

1. **GENERAL.** The Terms and Conditions outlined herein shall apply to the services by Ingersoll-Rand Company (hereinafter referred to as Company) of maintenance or repair work or the sale of parts thereunder. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.
2. **SCHEDULE DATES & DELAYS.** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.
3. **ASSIGNMENT.** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.
4. **TAXES.** The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.
5. **GENERAL DUTIES OF CUSTOMER.** During the term of this Agreement, the Customer shall: (a) provide to the Company at each Location at no cost to the Company, full, free, and safe access to the Equipment and the associated software, and a safe and adequate place in which to perform the Services, which access and place shall include, among other things, maintenance access codes or ID's for the associated computer system; (b) designate in writing and make available to the Company a customer coordinator; (c) ensure that all equipment is only used by personnel properly trained in the operation and use of the Equipment; (d) perform and install all diagnostic activities and routines recommended by the Company prior to requesting on-site Services; (e) ensure the proper environment is maintained and that the Customer's personnel who have access to the Equipment are properly trained in the operation and usage of the Equipment and the associated software; and (f) provide equipment power, at Customer's cost, that is suitable to operate equipment in a safe and reliable manner.
6. **EXCLUSIONS.** In addition to the other exclusions set forth in this Agreement, the services provided under this Agreement do not include among other services, the following: (a) Service or repair of damage required due to any external cause, other than the Company's acts, including without limitation, service or damage resulting from accidents, transportation, neglect or misuse, failure or fluctuation of electrical power, telephone equipment or communication line failure, failure of foreign interconnected equipment or other software or equipment, improper use, strikes, riots, vandalism, acts of war, nuclear disaster, or natural causes such as fire, flood, water, wind, earthquake or other Acts of God; (b) Service or repairs required as a result of any repair, adjustment, modification, enhancements, update, change, maintenance or similar acts, whether made or attempted to the Equipment or the software associated with the Equipment, made by anyone other than the Company or an authorized representative of the Company; (c) Service or repairs resulting from the failure of the Customer to continually provide a suitable environment, per the Operators Manual for the Equipment or its associated software, including, but not limited to, the failure to provide service or repairs resulting from the failure of the Customer to make the Equipment available for any Preventive Maintenance; (d) Service or repairs to accessories attachments, or other equipment, machines or devices; (e) Electrical work to equipment; (f) Service which is impractical for the Company to render because of, or service which would affect portions of the Equipment modified through, attachments or modifications to the Equipment made by persons other than the Company or an authorized representative of the Company without receiving the Company's prior written approval; (g) Service which would result in the violation of any United States federal, state or local law or regulation (including, without limitation, the Export Administration Laws) or any law or regulation governing the territory where the Site is located or the Equipment utilized; (h) Software which is operating on the Equipment; (i) Service or repairs of damage required or caused by the use of the Equipment for other than ordinary use for which designed; (j) Service or repairs of damage caused by conversion from one model to another or the installation or removal of a Company feature, whenever any of the foregoing was performed by other than the Company; or (k) Service or repairs of damage required or caused by electrical work, plumbing or construction of any kind external to the Equipment and or maintenance of accessories, alterations, attachments or other devices not furnished and or approved by the Company.
7. **CUSTOMER MODIFICATIONS; COMPANY RELEASED FROM OBLIGATIONS.** The Company shall in no way be obligated to provide Services with respect to the Equipment if it contains or is affected by any installation or attachment, modification, repair or replacement or other addition or change made without the prior written consent of the Company (each an "Unauthorized Modification"), and in the event that any such Unauthorized Modification is so made, then the Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to the Customer and without any cost or liability of the Company to the Customer. The Company's suspension of Services as a result of any Unauthorized Modification shall not affect the Customer's payment obligations hereunder.
8. **CUSTOMER INTERFERENCE WITH PACKAGECARE SERVICES.** In the event and to the extent that the Customer prevents or unreasonably delays the Company from conducting PackageCARE Services, the Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to the Customer and without any cost or liability of the Company to the Customer. In such event Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half of the remaining amount of the Fees left to be paid during the Term or Renewal Term(s) or (2) the list price of all activities performed and parts provided minus payments made up to the date of termination; whichever is greater to Ingersoll Rand within thirty (30) days from the date of such termination.
9. **TERMINATION.** If this Agreement is terminated by Customer prior to the end of the Term or Renewal Term(s), other than for default, Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half of the remaining amount of the Fees left to be

Customer Initials _____

Exhibit C: PackageCARE Terms & Conditions

- paid during the Term or Renewal Terms(s) or (2) the list price of all activities performed and parts provided prior to agreement termination minus payments made up to the date of termination; whichever is greater to Ingersoll Rand within thirty (30) days from the date of such termination.
10. **WARRANTY DISCLAIMER.** The Company makes no performance warranty and the effects of corrosion and erosion are specifically excluded from the Company's warranty. THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
 11. **LIMITATION OF LIABILITY.** The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this Agreement or the services or parts furnished under this Agreement shall not exceed the agreement price of such services or the part upon which such liability is based. The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
 12. **FORCE MAJEURE.** The nonperformance by the Company of its obligations to deliver the services contemplated hereunder shall be excused if such nonperformance is caused by any strike, flood, fire, accident, or other casualty, act of God, dangerous wildlife, war, governmental restrictions, shortage of, or inability to obtain, parts or raw materials from normal sources, damage by the elements, failure of equipment, power line variations, such as voltage spikes and transients, noise, under or over voltage conditions, power outages, or any other causes, whether of the kind herein enumerated or otherwise, beyond the Company's reasonable control ("Force Majeure") and the Company shall have no liability to the Customer in connection with any such nonperformance.
 13. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the Internal laws of the State of North Carolina, without the application of conflict of laws principles. No action in law or equity arising out of this Agreement may be brought by the Customer more than two years after the cause of action has first arisen. The Company shall have the right to collect from the Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Agreement. The waiver or failure of the Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. By acceptance and signing of this Agreement, Customer agrees to allow Ingersoll Rand to send product advertisements and marketing materials via fax.
 14. **NUCLEAR LIABILITY.** In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.
 15. **EQUIPMENT ACCESSIBILITY.** Equipment accessibility is defined as:
 - a. Above Average: Existing, permanently mounted lifting equipment is adequate and no other lifting equipment is needed, no piping removal required for any parts replacements. There is a minimum of 7' around sides of unit to any obstruction or other piece of equipment. Additionally, IR technicians have access to site whenever needed and there is no need to bring additional customer personnel for work to be completed.
 - b. Average: Existing, permanently mounted lifting equipment is in place, but occasional an A-Frame, ladder or other lifting device may be needed. There is minimal to no piping or other parts removal required for repairs. Prior approval is needed, but with few limitations for access to site.
 - c. Difficult: Parts removal required will require at least one day of shutdown of a unit to access. There is little to no overhead lifting capability and access with portable equipment limited. Extensive training required and limited access to site without prior approval or customer personnel must be present at all times.
 - d. Very Limited: No overhead lifting, access with portable equipment difficult, shutdown of units required for parts replacement of this unit as well as potentially removing structure (walls, rails, etc.) for major repairs. Extensive training required for site access and customer personnel must be present at all times.
 16. **PAST DUE INVOICES.** Failure of Customer to make any payments when due, which continues for a period of thirty (30) days, shall give Ingersoll Rand the right to discontinue service hereunder and/or terminate this Agreement. In the event that Ingersoll Rand terminates this Agreement due to Customer nonpayment, Customer is obligated to pay the cancellation fees set forth in section 9 of Exhibit C as if it were the party terminating the Agreement. Additionally, Ingersoll Rand may then pursue any remedies available to it by law or in equity.
 17. **SITE ASSISTANCE.** Customer is responsible for providing reasonable access to the machinery as defined in Exhibit C. The customer will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of Equipment components as necessitated to perform Services. In addition, the pricing of the Agreement is established with the assumption that one (1) certified Company Technical Services Representative will be performing required Services. Customer agrees to supply additional manpower where lifting assistance or 'another set of hands' is required to perform the Services included herein.
 18. **INGERSOLL RAND REMOTE ASSET MONITORING.** For all equipment covered under this Agreement, remote monitoring may be required by the Company to enhance response time and enable remote diagnostics. Upon written request by the Company, Customer agrees to allow the Company to install connectivity device(s) on the covered equipment and transmit equipment operational data ONLY over a cellular broadband network. Customer further agrees to allow the mounting of cellular antenna(s), either on the equipment or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall be not be intrusive to customer systems, processes or aesthetics. If the necessary permission is not provided within 90 days of the written notice, Company may adjust Agreement pricing at its sole discretion, to reflect higher maintenance and agreement management costs.
 19. **CUSTOMER PURCHASE ORDER.** If Customer's method of payment of the invoices under this Agreement is by purchase order, Customer is responsible for providing valid Purchase Orders (the "Purchase Orders") to Company for the Term of the Agreement. Each Purchase Order

Exhibit C: PackageCARE Terms & Conditions

must be valid for a minimum period of one (1) contract year. Customer must provide to Company a new Purchase Order, or an amended Purchase Order, before the expiration date of the current Purchase Order. If Customer fails to provide a new or amended Purchase Order in accordance with this Section, Ingersoll Rand will invoice Customer against the most recent Purchase Order. Customer waives any right to dispute an invoice generated against Customer's expired Purchase Order in this instance. Customer's Failure to pay an invoice generated against an expired Purchase Order pursuant to this Section shall constitute a failure to make payment under Section 16 (PAST DUE INVOICES) and be subject to the terms therein.

If Customer cannot issue Purchase Orders, a signed Purchase Order Acknowledgement must be provided to the Company upon execution of the Agreement.

20. CREDIT TERMS.

- a. **Payment.** Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.
- b. **Invoice Disputes.** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- c. **Late Payments.** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
- d. **Acceleration.** Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.
- e. **No Partial Payments.** Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
- f. **Sufficient Funds.** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
- g. **Right to Set Off.** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.
- h. **Non-Discrimination.** Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

21. FINANCIAL CONDITION OF BUYER.

- a. **Receipt of Goods While Insolvent.** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2702 of the Uniform Commercial Code, United States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
- b. **Withdraw of Credit Approval.** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
- c. **Material Adverse Change in Financial Condition.** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.
- d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
- e. **Disclosure of Buyer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within sixty (60) days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

March 10, 2020

FN 20 20-163

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The attached amendment increases the amount of a grant from New York State from \$144,000 to \$1,388,590 for the replacement of the Mill Street Bridge over Fish Creek in the Town of Camden.

This project was added to the State Transportation Improvement Plan. Eligible project expenditures qualify for up to 80% Federal aid and up to 15% State aid. The balance remaining is paid by local funds. The subject bridge is owned by the Town of Camden. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Camden has been executed establishing the Town's responsibility for all unfunded expenses.

In July 2018, Oneida County executed a Local Project Agreement (LPA), Contract #67774, with New York State that secured up to \$144,000 (\$115,200 Federal/\$21,600 State/\$7,200 Town) for preliminary engineering. Enclosed is Supplemental Agreement No. 1 to the LPA that will secure additional funding for the Construction Phase and establishing the total funding from all sources for \$1,388,590 (\$1,178,822 Federal/\$21,600 State/\$188,168 Town).

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3-30-20

cc: Mark E. Laramie, PE, Deputy Commissioner.

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

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Transportation
 50 Wolf Road
 Albany, NY 12232

Title of Activity or Service: Amendment to Grant for Bridge Replacement
 Mill Street over Fish Creek in Camden

Proposed Dates of Operation: Start on Execution – 09/30/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This amends a grant from the State of New York for the replacement of the Mill Street Bridge over Fish Creek in the Town of Camden. The subject bridge is owned by the Town of Camden, and Oneida County agreed to act as project sponsor. In July 2018, Oneida County executed a Local Project Agreement (LPA), Contract #67774, with New York State that secured up to \$144,000 (\$115,200 Federal/\$21,600 State/\$7,200 Town) for preliminary engineering. Enclosed is Supplemental Agreement No. 1 to the LPA that will secure additional funding for the Construction Phase and establishing the total funding from all sources for \$1,388,590.00 (\$1,178,822 Federal/\$21,600 State/\$188,168 Town).

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H569
	Total Funding Requested:	\$1,388,590.00
	Oneida County Dept. Funding Recommendation:	\$1,388,590.00

Proposed Funding Sources	Federal:	\$1,178,822.00
	New York State:	\$21,600.00
	County:	\$0.00
	Town of Camden:	\$188,168.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: County of Oneida
PIN: 2754.40 BIN: 2205630
Comptroller's Contract No. D035935
Supplemental Agreement No. 1
Date Prepared: 1/2/2020 By: (JM)
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035935 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the County Executive
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase Construction which covers eligible costs incurred on/after 9/25/2019
 - adding phase _____ which covers eligible costs incurred on/after ____ / ____ / ____
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):

Sponsor: County of Oneida

PIN: 2754.40 BIN: 2205630

Comptroller's Contract No. D035935

Supplemental Agreement No. 1

Date Prepared: 1/2/2020 By: (JM)

Initials

Press F1 for instructions in the blank fields:

Sponsor: County of Oneida
PIN: 2754.40 BIN: 2205630
Comptroller's Contract No. D035935
Supplemental Agreement No. 1
Date Prepared: 1/2/2020 By: (JM) Initials

Press F1 for instructions in the blank fields:

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

SPONSOR: _____ SPONSOR ATTORNEY: _____
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,178,822.00	\$21,600.00	\$ 0.00	\$188,168.00	\$1,388,590.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
----------------------------------------------------------------------------------------	--------------------------------------------------------------

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See [LPP's website](#) for link to sample footnotes)

- Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
- ** PIN 2754.40.321 is funded with 80% Federal and 15% Toll Credits, 5% Local. .
- ** PIN 2754.40.322 is funded with 80% Federal, 20% Local.
-
-
-
-
-
-
-
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State.

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

March 10, 2020

FN 20 20-164

PUBLIC WORKS

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

WAYS & MEANS

Dear County Executive Picente,

The attached amendment increases the amount of a grant from New York State from \$160,000 to \$1,675,830 for the replacement of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport.

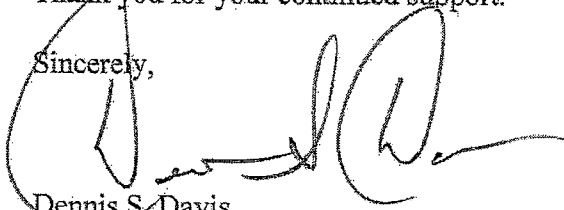
This project was added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and 15% State aid. The balance remaining is paid by local funds. The subject bridge is owned by the Town of Forestport. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Forestport has been executed establishing the Town's responsibility for all unfunded expenses.

In November 2018, Oneida County executed a Local Project Agreement (LPA), Contract #72282, with New York State that secured up to \$160,000 (\$128,000 Federal/\$24,000 State/\$8,000 Town) for preliminary engineering. Enclosed is Supplemental Agreement No. 1 to the LPA that will secure additional funding for the Construction Phase and establishing the total funding from all sources of \$1,675,830 (\$1,439,064 Federal/\$24,000 State/\$212,766 Town).


If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,


Dennis S. Davis
Commissioner

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


Anthony J. Picente, Jr.
County Executive

cc: Mark E. Laramie, PE, Deputy Commissioner

Date 3-30-20

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

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Transportation
 50 Wolf Road
 Albany, NY 12232

Title of Activity or Service: Amendment to Grant for Bridge Replacement
 Horton Road over Big Woodhull Creek in Forestport

Proposed Dates of Operation: Start on Execution – 09/30/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This amends a grant from the State of New York for the replacement of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport. In November 2018, Oneida County executed a Local Project Agreement (LPA), Contract #72282, with New York State that secured up to \$160,000 (\$128,000 Federal/\$24,000 State/\$8,000 Town) for preliminary engineering. Enclosed is Supplemental Agreement No. 1 to the LPA that will secure additional funding for the Construction Phase and establishing the total funding from all sources of \$1,675,830 (\$1,439,064 Federal/\$24,000 State/\$212,766 Town).

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H569
	Total Funding Requested:	\$1,675,830.00
	Oneida County Dept. Funding Recommendation:	\$1,675,830.00
Proposed Funding Sources	Federal:	\$1,439,064.00
	New York State:	\$24,000.00
	County:	\$0.00
	Town of Forestport:	\$212,766.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: County of Oneida
PIN: 2754.43 BIN: 2205730
Comptroller's Contract No. D035951
Supplemental Agreement No. 1
Date Prepared: 1/21/2020 By: (JM)
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035951 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the County Executive
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase Construction which covers eligible costs incurred on/after 9/17/2019
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):

Sponsor: County of Oneida

PIN: 2754.43 BIN: 2205730

Comptroller's Contract No. D035951

Supplemental Agreement No.1

Date Prepared: 1/21/2020 By: (JM)

Initials

Press F1 for instructions in the blank fields:

Sponsor: County of Oneida

PIN: 2754.43 BIN: 2205730

Comptroller's Contract No. D035951

Supplemental Agreement No. 1

Date Prepared: 1/21/2020 By: (JM)

Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.43

OSC Municipal Contract #: D035951	Contract Start Date: 7/13/2018 (mm/dd/yyyy)	Contract End Date: 9/30/2022 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---------------------------------------------	----------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------

Purpose: Original Standard Agreement Supplemental Schedule A No. 1

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County (If different from Municipality):** _____

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*

Project Description: HORTON ROAD OVER BIG WOODHULL CREEK BIN 2205730, TOWN OF FORESTPORT, ONEIDA COUNTY, BRIDGE REPLACEMENT (STRUCTURAL) PROJECT.

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$24,000.00	\$0.00	\$0.00	\$24,000.00
<input type="checkbox"/>	Current SFY	\$	\$	\$0.00	\$ 0.00
Authorized Allocations to Date		\$24,000.00	\$ 0.00	\$ 0.00	\$24,000.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.43.121	Current	STP (80%)	\$160,000.00	\$128,000.00	\$24,000.00	\$8,000.00	\$0.00
	Old	STP (80%)	\$160,000.00	\$128,000.00	\$24,000.00	\$8,000.00	\$0.00
2754.43.122	Current	STP (80%)	\$3,000.00	\$2,400.00	\$0.00	\$600.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
2754.43.321	Current	STP **	\$656,000.00	\$623,200.00	\$0.00	\$32,800.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
2754.43.322	Current	STP (80%)	\$856,830.00	\$685,464.00	\$0.00	\$171,366.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,675,830.00	\$1,439,064.00	\$24,000.00	\$212,766.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,439,064.00	\$24,000.00	\$ 0.00	\$212,766.00	\$1,675,830.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
----------------------------------------------------------------------------------------	--------------------------------------------------------------

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6213 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors, and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

March 24, 2020

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

FN 20 20 - 165

PUBLIC WORKS

WAYS & MEANS

Dear Chairman Fiorini:

On September 11, 2019, your Board approved the purchase of 417 – 421 Main Street in the City of Utica with the passing of Resolution Number 284. This building was purchased in effort to clean up the area in front of the Rail Express Agency (REA) Wing at Union Station and to provide additional parking for the Oneida County Public Market.

The building was structurally unsound and condemned by the City of Utica. Quotes for the demolition are higher than originally estimated. As a result, the funding currently available for this project is not sufficient to complete the job as originally intended. The funding does not include enough to do the back filling that is necessary once the building is fully demolished.

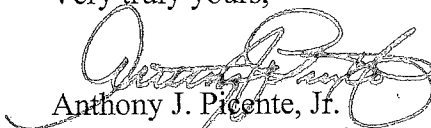
Fortunately, the County received some unexpected revenue with a land swap. This additional funding will allow the County to finish the job as originally planned.

I therefore request your Board's approval for the following amendment to Capital Project H – 594 – DPW – Demolition of the Brown Building:

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
H594-5031 / Trans Gen	\$ 230,000	\$ 0	\$ 230,000
H594-2770 / Other	\$ 0	\$ 20,000	\$ 20,000
TOTAL	\$ 230,000	\$ 20,000	\$ 250,000

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

CC: Comptroller
County Attorney
Budget
DPW Commissioner



ONEIDA COUNTY
DEPARTMENT OF PLANNING

Boehlert Center at Union Station
321 Main St., Utica NY 13501

Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

REGINA A. VENETTOZZI
Interim Commissioner

February 10, 2020

FN 20 20-166

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

GOVERNMENT OPERATIONS

WAYS & MEANS

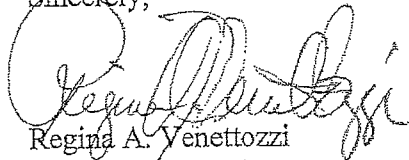
Dear County Executive Picente:

The attached agreement is a grant from Oneida County to The Stevens-Swan Humane Society of Oneida County for the prevention of cruelty to animals.


The County appropriated \$150,000 in the 2020 budget for the prevention of cruelty to animals, after the closure of an animal rescue in Utica caused an increase in need and awareness. The grants were offered to all three state-registered animal shelters in Oneida County; Spring Farm CARES, The Humane Society of Rome, and The Stevens-Swan Humane Society. Spring Farm CARES declined grant funding, and the available funds were divided based upon the relative populations of Rome and Utica. This resulted in awards of \$60,000 to The Humane Society of Rome and \$90,000.00 to The Stevens-Swan Humane Society. The grant agreement provides that the humane society will perform services to prevent cruelty to animals, including community outreach, direct care to animals, and adoption services. The term begins upon execution and ends December 31, 2020.

If this grant agreement meets with your approval, please forward to the Oneida County Board of Legislators for its consideration. Feel free to contact me with any questions. Thank you for your assistance in this matter.

Sincerely,


Regina A. Venettozzi
Interim Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 3-25-20

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Stevens-Swan Hume Society of
Oneida County
5664 Horatio Street
Utica, New York 13502

Title of Activity or Service: Prevention of Cruelty to Animals

Proposed Dates of Operation: Execution – December 31, 2020

Client Population/Number to be Served: Cats and Dogs in Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The award of \$90,000 is for services to prevent cruelty to animals.
- 2) **Program/Service Objectives and Outcomes:**
- 3) **Program Design and Staffing:** To be completed by Humane Society with supervision from the Planning Department.

Total Funding Requested: \$90,000 **Account #** A6410.4952

Oneida County Dept. Funding Recommendation: \$90,000

Proposed Funding Sources (Federal \$/ State \$/County \$): County funds - \$90,000

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

GRANT AGREEMENT

THIS AGREEMENT, made the ___ day of _____, 2020, by and between THE COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County") and THE STEVENS-SWAN HUMANE SOCIETY OF ONEIDA COUNTY, a domestic, not-for-profit corporation organized and existing pursuant to the laws of the State of New York, and having its principal place of business at 5664 Horatio Street, Utica, New York (hereinafter referred to as the "Society").

WITNESSETH

WHEREAS, the County deems both abuse and neglect to be cruelty to animals, and desires to prevent cruelty to cats and dogs located within the County; and

WHEREAS, pursuant to County Law Section 224, the County may contract with a not-for-profit corporation to provide services necessary for the prevention of cruelty to animals; and

WHEREAS, the Society operates an animal shelter within the County that provides care to animals that are abused, neglected or at risk of neglect, and provides public education to prevent cruelty to animals; and

WHEREAS, the parties intend that the Society receive funding from the County to perform certain services necessary for the prevention of cruelty to animals,

NOW, THEREFORE it is agreed as follows:

1. **TERM**: The term of this Agreement shall commence upon execution and shall terminate December 31, 2020.

2. **DISPERSAL**: The County agrees to provide a total of Ninety Thousand dollars (\$90,000.00) to the Society for the services provided under the terms of this Agreement. Such payment shall be made by the County after receipt of vouchers presented by the Society on forms prescribed by the County, and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. **SCOPE OF SERVICES:** The Society shall perform the following services:

- a. **Community Outreach:** The Society shall offer educational programming to residents of Oneida County on topics relevant to the prevention of animal cruelty. This shall include, but is not limited to, education on the importance of spaying/neutering to prevent overpopulation, and the proper care of cats and dogs. The Society shall provide such educational programming to any interested Oneida County resident that calls or appears in person at the Society's primary place of business during regular business hours. Additional outreach may be performed via webpages, pamphlets, public events, or any other format deemed appropriate and efficient by the Society.
- b. **Care of Animals:** The Society shall house, feed, water, and provide medical care to any cat or dog surrendered to the Society by its owner, and any cat or dog brought to the Society by a concerned citizen. Medical care may include euthanasia only when deemed appropriate by a veterinarian licensed in the State of New York.
- c. **Adoption Services:** The Society shall maintain a program by which suitable residents of Oneida County may adopt eligible cats and dogs. The Society shall screen potential owners and use its sole discretion in determining suitability on a case-by-case basis. The Society shall not discriminate against any potential owner based upon age, race, ethnicity, physical limitation, or any other protected class membership. All potential owners shall be provided education on the proper care of cats and/or dogs as part of the adoption process.
- d. **Account:** As required by County Law Section 224, on or before the end of the term, the Society shall submit a signed, itemized account of expenditures of grant funds, with supporting invoices. This shall be mailed or delivered to the Commissioner, Oneida County Department of Planning, Boehlert Center at Union Station, 321 Main Street, Utica, New York 13501. All expenditures must be directly related to the provision of community outreach, care of animals, or adoption services. No funds may be used for fundraising or lobbying. The Society shall return any grant funds that remain unused at the end of the term.

4. PERFORMANCE OF SERVICES:

- a. The Society 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 affecting its performance under this Agreement. The Society shall be solely responsible for determining the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- b. The Society 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. The Society is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Society's services in using the reports, summaries and projections prepared under this Agreement.
- c. The services to be rendered by the Society under this Agreement shall be performed in an efficient and expeditious manner and in accordance with generally accepted professional standards and practices.
- d. The Society acknowledges and agrees that the Society's officers, agents, directors and employees have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

5. INDEMNIFICATION:

- a. To the fullest extent permitted by applicable law, the Society shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage,

economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Society, its officers, agents, employees (including the Society's authorized personnel) arising out of or in connection with the exercise by Society or any of the Society's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

6. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Society to the County shall be that of an independent contractor. The Society's officers, agents, directors and employees shall not be considered to be employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Society, in accordance with its status as an independent contractor, covenants and agrees that its officers, agents, directors and employees will conduct themselves in accordance with such status, and that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and that they will not by reason thereof, make any claims, demands or applications to or for any right or privilege applicable to officers or employees of the County.
- b. The Society shall be solely responsible for applicable taxes for all compensation paid to the Society or its officers, agents, directors and employees 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 Society shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

- c. The Society 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.
 - d. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Society's independent contractor status, it is agreed that both the County and the Society 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.
 - e. The Society agrees to comply with Federal and State Laws and any regulations of Federal and State entities.
7. **EXPENSES:** The Society 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.
8. **TRAINING:** The Society's officers, agents, directors, and employees shall not be required to attend or undergo any training by the County. The Society shall be fully responsible for any training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
9. **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.
10. **ENTIRE AGREEMENT:** The terms of this Agreement, including any attachments, amendments, addendums or appendices 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 the Addendum - Standard Oneida County Conditions. No waiver, alterations or modifications of and provisions of this Agreement shall

be binding unless in writing and signed by the duly noted authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

ONEIDA COUNTY

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

STEVENS-SWAN HUMANE SOCIETY

By: *Diane Broccoli*

Diane Broccoli
Executive Director

Date: 3/19/2020

Approved

By: _____

Linda Bylica Lark
Assistant County Attorney



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

March 17, 2020

FN 20 20-167

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue, 10th Floor
Utica, New York 13501

GOVERNMENT OPERATIONS

WAYS & MEANS

RE: Westlaw (Thomson Reuters Agreement) Amendment

Dear Mr. Picente:


Attached please find two copies of the abovementioned agreement. The County's Westlaw subscription allows access to legal research for all attorneys employed by Oneida County as well as for paralegals and support staff in the various county legal offices. The subscription also allows access for other employees, such as those in the Planning Department and Department of Public Works, who use legal research products. The original agreement was executed on November 20, 2019 and provided access for up to 70 attorney users. The County has now exceeded the maximum number of attorney users. This amendment would provide for an additional ten attorney users.

The agreement is for a term of three years at a proposed cost of \$4,373.57 per month for 80 attorneys for the first year, with a three percent escalator in subsequent years.

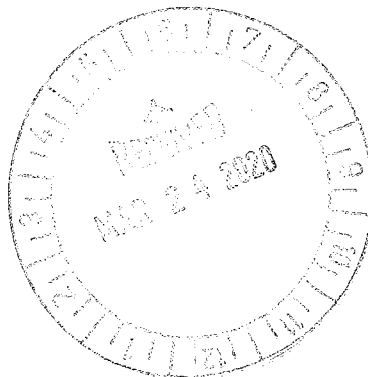
If this agreement meets with your approval, please forward the request to the Board of Legislators for their approval. Our office is also requesting that the Board authorize future amendments to our Westlaw account to accommodate an increased number of attorneys that are anticipated to be hired by the Public Defender's office. Specifically, we are requesting that the original agreement may be further amended to allow for costs up to \$6,000.00 per month.

Thank you for your attention to this matter.

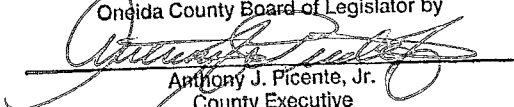
Respectfully,


Amanda Lynn Cozzese
Special Assistant County Attorney

ALC/rae



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


Anthony J. Picente, Jr.
County Executive

Date 3-23-20

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

West Publishing Corporation
610 Opperman Drive
PO Box 64833
St. Paul, MN 55164-1803

Title of Activity or Service:

Amendment to Agreement for Subscription Services

Proposed Dates of Operation:

8/20/19– 8/19/22

Client Population/Number to be Served:

Up to 80 Attorneys employed by the County of Oneida and up to 160 support staff.

Summary Statements

1) Narrative Description of Proposed Services: The original agreement allows multiple departments and users the ability to utilize Westlaw's legal documents under one agreement at a discount. This amendment increases the number of attorney users from 70 to 80.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$132,604.23 for the remainder of the agreement, an increase of \$16,432.29 over the original total cost. **Account #:** A1420.491

Oneida County Dept. Funding Recommendation: \$: \$132,604.23 for the remainder of the agreement, an increase of \$16,432.29 over the original total cost.

Proposed Funding Sources (Federal \$/ State \$/County \$): County – To be paid monthly by the County Attorney's Office with the Departments supplying chargebacks for their users.

Cost Per Client Served: Approximately \$54.66 per attorney per month

Past Performance Data:

O.C. Department Staff Comments:



THOMSON REUTERS

Order Form

Order ID: Q-00722440

Contact your representative yvonne.guillotte@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000345025
ONEIDA COUNTY AUDIT & CONTROL
800 PARK AVE STE 2
UTICA NY 13501-2939 US

Shipping Address

Account #: 1000345025
ONEIDA COUNTY AUDIT & CONTROL
800 PARK AVE STE 2
UTICA NY 13501-2939 US

Billing Address

Account #: 1000345025
ONEIDA COUNTY AUDIT & CONTROL
800 PARK AVE STE 2
UTICA, NY 13501-2939 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Modifications

Service Number	Product	Agreement Number	New Monthly Charge
40757482	Existing ProFlex	0000110417	\$4,373.57

If this modification is of a WestlawPRO Select product or ProFlex under a current WestPack, this Agreement serves as a modification of the Principal product.

If you are licensing banded products, you certify that the number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students provided to us in the attached form is accurate and complete as of the date you signed this document. Pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to issue additional passwords and increase your Monthly Charges to the price for the correct band.

The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Order Form including, but not limited to, annual Monthly Charges increases and the length of the term remain unchanged

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caseologistix.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: O-00722440

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 5/1/2020.



THOMSON REUTERS™

Attachment

Order ID: Q-00722440

Contact your representative yvonne.guillotte@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000345025

Order Confirmation Contact (#28)

Contact Name: RENEE ELWELL
Email: relwell@ocgov.net

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name RENEE ELWELL
Email relwell@ocgov.net

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000345025	ONEIDA COUNTY AUDIT & CONTROL	800 PARK AVE STE 2 UTICA NY 13501-2939 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Quantity	Unit	Subscription Type
40757482 40757481	West Proflex	0000110417	1	Each	Exist
41933475 41933477	Gvt Litigation For Government (Westlaw PRO™)	0000110417	80	Attorneys	Exist
42077751 42076680	Gvt - National Primary Core	0000110417	80	Attorneys	Exist
42077755 42077754	Gvt - Analytical Plus for Government	0000110417	80	Attorneys	Exist

Account Contacts



Oneida County
Department of Information Technology
 Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

ANTHONY J. PICENTE, JR.
 County Executive

ANNEMARIE AMBROSE
 Director

FN 20 20-168

March 12, 2020

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

GOVERNMENT OPERATIONS
 WAYS & MEANS

Subject: Contract Recommendation – Master Services Agreement with the City of Sherrill

Dear Mr. Picente:

As a part of Oneida County's Shared Services Initiative, the Department of Information Technology has been negotiating with several municipalities within the County in an effort to determine whether we can provide them with IT services. By partially or completely taking over a municipality's IT services, the Oneida County Department of Information Technology can further the goals of the Shared Services Initiative by helping to reduce expenses and eliminate expensive and unnecessary duplication of services. Following several conversations, the City of Sherrill indicated they were receptive to the idea of entering into an agreement whereby the County would take over all of Sherrill's Information Technology needs.

I thereafter forwarded a letter to Brandon Lovett, the City Manager of Sherrill, on January 16, 2020, outlining our proposal for the services we would offer to the City. This proposal was accepted by the City, and the enclosed agreement was prepared. This agreement will be for a five year term, and will involve a "base" level of support services monthly at a cost to the City of only \$2,400.00 per year. Any additional services the City requires from us would be negotiated through a Statement of Work-based process.

I would further ask that this agreement be approved for use as a template agreement for other municipalities throughout the County.

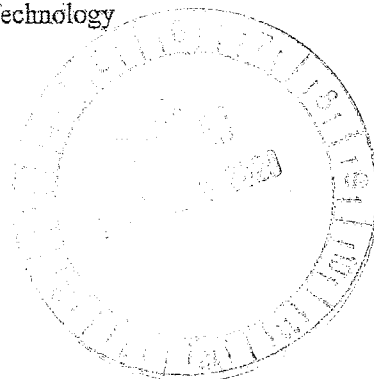
If you approve of this agreement, please indicate so by endorsing this letter and forwarding it with the attached documents to the Board of Legislators for consideration at their next meeting.

Respectfully submitted,

AnneMarie Ambrose

AnneMarie Ambrose
 Director, Information Technology

Enc.



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

Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive
 Date 3-23-20

Oneida Co. Department: Information Technology

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

City of Sherrill
377 Sherrill Road
Sherrill, New York 13461

Title of Activity or Service:

Information Technology Shared Services

Proposed Dates of Operation:

Upon Execution for five (5) years

Client Population/Number to be Served:

City of Sherrill Residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** Oneida County's Department of Information Technology will provide complete IT coverage for the City of Sherrill.
- 2) **Program/Service Objectives and Outcomes:** By partially or completely taking over a municipality's IT services, the Oneida County Department of Information Technology can further the goals of the Shared Services Initiative by helping to reduce expenses and eliminate expensive and unnecessary duplication of services.
- 3) **Program Design and Staffing:** Oneida County Department of Information Technology staff and personnel.

Total Funding Requested: \$12,000 minimum (\$2,400 per year) (Revenue) **Account # XXXX**

Oneida County Dept. Funding Recommendation: \$0

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

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments: This will be a template agreement for use with other municipalities in Oneida County.

INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York 13501, hereinafter called the "County," and **THE CITY OF SHERRILL**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 377 Sherrill Road, Sherrill, New York 13461, hereinafter called the "City." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The County is offering to provide information technology Professional Services, as hereinafter defined, related to a sharing of services between the County and the City, in an effort to reduce expenses and eliminate expensive and unnecessary duplication of services. The services included in this Agreement correspond to the Proposal Letter sent by the County to the City, hereto attached as Exhibit "B." The parties have agreed that the County will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The County shall provide to the City the following services, as requested, and as provided for in the County's Proposal Letter. Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, assessments, design, hardware and software (and provisioning of appropriate licensing), implementation, support, maintenance, providing complete documentation, including implementation of plans, testing and training in the categories of:

- (i) Cyber Security;
- (ii) Firewalls;
- (iii) IPS/IDS;
- (iv) IDS;
- (v) Telephony systems including VOIP and traditional TDM systems;
- (vi) Network Engineering of voice system and data systems;
- (vii) Network Support;
- (viii) Desktop Support;
- (ix) Helpdesk Services
- (x) Laserfiche Electronic Content Management Services;
- (xi) Business Continuity
- (xii) Procurement;
- (xiii) Consulting Re: Business Practices;
- (xiv) Virtualization;
- (xv) Audio Visual and Presentation equipment;

- (xvi) LAN/WAN/WWAN;
- (xvii) Windows/Linux;
- (xviii) Microsoft product support ;
- (xix) Group Policy and administering Active Directory;
- (xx) Desktop Imaging & Patching/Desktop Management;
- (xxi) Network Monitoring;
- (xxii) Database design of MS ACCESS and Sql;
- (xxiii) Mobile Device Management;
- (xxiv) Printing;
- (xxv) Enterprise Desktop Systems; and
- (xxvi) Any other needed services.

1.2. Provision Of Professional Services. The County will provide a minimum amount of Professional Services, as outlined below, and additional Professional Services as set forth in each SOW, and the City will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for. The process for submission and approval of a SOW is as follows:

- (a) *Minimum Provision of Services.* The County shall provide to the City a minimum of eight (8) hours per month of basic Professional Services which shall include, but not be limited to, the following: helpdesk services, desktop support, and system patching and monitoring. In exchange for this minimum service, the City agrees to pay the County the sum of two thousand, four hundred dollars (\$2,400.00) per year (8 hours per month x \$25.00/hour x 12 months). The County shall invoice the City for the first year's payment upon execution of this Agreement, and annually thereafter.
- (b) *Negotiation; Additional Services.* The County and the City shall negotiate any additional Professional Services to be completed by the County, based upon the needs of the City. Such services may, at the County's sole discretion, involve the services of additional technicians and engineers, some of which would be provided at a higher per hour cost. The rates for these additional personnel would be as follows:
 - (i) Computer Specialist will be billed at \$25.00/hour;
 - (ii) Network Admin II will be billed at \$25.00/hour;
 - (iii) Network Admin I will be billed at \$29.00/hour;
 - (iv) Senior Programmer will be billed at \$30.00/hour.
- (c) *Quote & Proposed SOW.* Once the negotiations have been completed, the County shall submit a detailed quote and proposed SOW to the City. The form of the proposed SOW and quote form shall conform to that of the aforementioned Exhibit "A," attached hereto. The quote and proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what higher level technicians, engineers and/or subcontractors the County intends to utilize in the performance of the work covered by the quote and proposed SOW. If the quote and proposed SOW are unacceptable to the City, for any reason, further negotiations may be conducted.

- (d) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the City, the City shall execute the SOW, and shall return a signed copy of the SOW to the County along with a purchase order. A sample purchase order is attached hereto as Exhibit "C."
- (e) *Performance of Work.* Once the signed SOW and purchase order have been received, the County shall begin to perform the Professional Services covered by the SOW.
- (f) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the County shall provide the City with a certificate of completion, signed by a representative of the County. A sample of this certificate of completion is attached hereto as Exhibit "D." Once the City has ensured that the work covered by the SOW has been completed to its satisfaction, the City shall also sign the certificate of completion, returning a fully executed copy to the County.

1.3. Deliverables.

- (a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the City provides County written notice of acceptance or (b) thirty (30) days after delivery, if the City has not first provided the County with written notice of rejection. The City may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the County will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).
- (b) *License to Deliverables.* Effective upon Acceptance of each Deliverable, the County grants the City a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the City's internal business purposes, provided the City complies with the restrictions set forth below in Subsection 1.3(c).
- (c) *Restrictions on Deliverables Rights.* The City will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including, without limitation, any derivative work thereof). The County retains ownership of all Deliverables, and the City receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

- 2.1. Payment. The City will pay County the annual payment, as set forth in Section 1.2(a), above, as well as any fees as set forth in each SOW, and shall reimburse such expenses as County reasonably incurs in provision of the Professional Services.
- 2.2. Vouchers. Such payments shall be made by the City after receipt of vouchers presented by the County.

3. 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 City’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, and 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.

- 3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (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 Article 3.1; 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.
- 3.2. Injunction. The Recipient agrees that breach of this Article 2.1 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.
- 3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) 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.
- 3.4. 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.

3.5. 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:

- (a) *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.
- (b) *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.

4. HIPAA DISCLOSURES

4.1. HIPAA Assurances. In the event County 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), County shall:

- (a) 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;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the City done so, would violate the requirements of HIPAA;
- (d) 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;
- (e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the County conducts standard transactions for or on behalf of the City;
- (f) Report promptly to the City any security incident or other use or disclosure of PHI not

provided for by this Agreement of which County becomes aware;

- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the County's obligations under this Agreement and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by the City, 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;
- (j) 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 City's compliance with HIPAA; and
- (k) Incorporate any amendments or corrections to PHI when notified by the City or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the City may immediately terminate this Agreement if it determines that the County breaches any term in this Article 4. Alternatively, the City may give written notice to the County in the event of a breach and give the County five (5) business days to cure such breach. The City shall also have the option to immediately stop all further disclosures of PHI to the County if the City reasonably determines that the County has breached its obligations under this Article 4. In the event that termination of this Agreement is not feasible, the County hereby acknowledges that the City 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.

4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the City, the County shall either return or destroy all PHI received from the City or created or received by the County on behalf of the City in which the County maintains in any form. The County shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the County determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the County shall provide to the City notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the County 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 the County maintains such Protected Health Information.

4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

4.5. Amendment. The County and the City agree to amend this Agreement to the extent necessary

to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.

- 4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the City to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- 4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
- 4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

- 5.1. From The County. The County represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the County, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.
- 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.
- 5.3. Warranty Disclaimers. EXCEPT AS SET FORTH ABOVE IN THIS ARTICLE 5, THE COUNTY PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) THE COUNTY DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) THE COUNTY DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT COUNTY DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

- 6.1. From The County. The County will defend and indemnify the City and the City's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal

property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. The County's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the City's breach of this Agreement; (ii) revisions to the Deliverable made without the County's written consent; (iii) the City's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided County offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the County's design or modification of the Deliverable in compliance with specifications provided by the City; or (v) use of the Deliverable in combination with hardware or software not provided by the County, unless (A) the SOW, or other documentation provided by the County or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The County's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the City's breach of this Agreement.

- 6.2. From The City. The City will indemnify and defend the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the City or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the City's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.
- 6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, employees, successors, and assigns.)

7. INSURANCE

- 7.1. The County shall either provide proof of self-insurance in the amounts and types listed in Sections 7.1 (a) and (b) below, or, at its sole discretion, purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an

A- (excellent) rating by A. M. Best.

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

(i) CGL coverage shall be written 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 City and any other parties required by the City 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 Employer's Liability: Statutory limits apply.

7.2. Waiver of Subrogation: the County waives all rights against the City and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance or self-insurance maintained per requirements stated above.

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

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL THE COUNTY BE LIABLE TO THE CITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*), Article 4 (HIPAA) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys' fees or other litigation costs the City becomes entitled to recover as a prevailing party in any action.

9. TERM & TERMINATION.

9.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for a term of five (5) years.

9.2. 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.

- 9.3. Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' advance written notice to the other party. On the date of such termination, the City will pay the County for those services provided up to the date of such written termination.
- 9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of City to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 4 (HIPAA), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

- 10.1. It is expressly agreed that the relationship of the County to the City shall be that of an independent contractor. None of the County's officers, agents, directors or employees shall be considered employees of the City for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The County, in accordance with the County's status as an independent contractor, covenants and agrees that all of the County's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the City 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 City.
- 10.2. The County warrants and represents it is in the business of offering the same or similar services detailed herein and does or will offer the same or similar service(s) to other entities in the regular course of its operations. The County and the City agree that the County is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to other entities.
- 10.3. None of the County's officers, agents, directors or employees shall be eligible for compensation from the City due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.
- 10.4. The County acknowledges and agrees that none of its officers, agents, directors or employees shall be eligible for any City employee benefits, including retirement membership credits.
- 10.5. The County shall be solely responsible for any applicable taxes for all compensation paid to the County under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the County's operations. With respect to the County's officers, agents, directors and employees, this responsibility shall include payroll deductions, workers' compensation insurance, and provision of health insurance, where required. The City 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 County shall

provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- 10.6. The County will indemnify and hold the City harmless from all loss or liability incurred by the City as a result of the City not making such payments or withholdings.
- 10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the County's independent contractor status, it is agreed that both the City and the County 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.
- 10.8. The County agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

- 11.1. Feedback. The County has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the City or any user provides to the County, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the County's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the City or the user in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the City transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of County's products or services.)
- 11.2. Policies and Procedures. Upon execution of this Agreement, the City agrees to have any of its officers, agents, contractors, directors and employees abide by the terms of the Oneida County Acceptable Use Policy, as amended, a copy of which is annexed hereto as Addendum II. In the event that any City computers or other devices are connected to the County's networks, for any reason, the City further agrees to have any of its officers, agents, contractors, directors and employees abide by the terms of the County's Mobile Device Policy as well as the County's Information Security Policy then in effect.
- 11.3. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the City:* Brandon Lovett, City Manager, City Hall, 377 Sherrill Road,
Sherrill, NY 13461

(b) *For the County:* Oneida County Information Technology, 800 Park Avenue, Utica,
NY, 13501 *and*

Oneida County Attorney, 800 Park Avenue, Utica, NY 13501

- 11.4. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 11.5. Subcontractors. The County shall not subcontract any work to be performed under this Agreement without the prior written consent of the City, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the County under this Agreement. The County shall be responsible to the City for any failure by any subcontractor to comply with the terms of this Agreement.
- 11.6. Assignment & Successors. The County may not assign this Agreement or any of its rights or obligations hereunder without the City's express written consent. Except to the extent forbidden in this Section 11.6, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 11.7. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.8. 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.
- 11.9. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 11.9 governs all claims arising out of or related to this Agreement, including, without limitation, tort claims.
- 11.10. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOWs taking precedence over later ones.
- 11.11. 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.

- 11.12. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions) and Addendum II (Oneida County Acceptable Use Policy). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
- 11.13. 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.
- 11.14. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.
- 11.15. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

CITY OF SHERRILL

By: _____
(signature)

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Name: **William Vineall**

Title: **Oneida County Executive**

Title: **Mayor**

Date: _____

Date: _____

Approved

Robert E. Pronteau
Assistant County Attorney

Exhibit A

Oneida County Information Technology

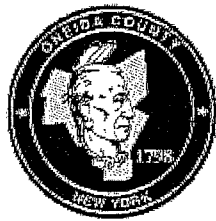


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INTRODUCTION

COST OF SERVICES

COST BREAKDOWN

ASSUMPTIONS

SUMMARY

ONEIDA COUNTY SIGNATURE

PARTNER SIGNATURE

Exhibit B



Oneida County
Department of Information Technology
Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

ANTHONY J. PICENTE, JR.
County Executive

ANNEMARIE AMBRÖSE
Director

January 16, 2020

Brandon Lovett
City Manager
City of Sherrill
377 Sherrill Road
Sherrill NY 13461

Subject: Shared Services – City of Sherrill and Oneida County Information Technology

Dear Brandon,

Oneida County, through its Department of Information Technology desires to enter into an agreement with the City of Sherrill for shared services to provide information technology services to the City. Under the agreement, Oneida County will provide technology services to the City of Sherrill.

The County will provide network and desktop professional services as well as assessments, design, hardware and software (and provisioning of appropriate licensing), implementation, support, maintenance, providing complete documentation, including implementation of plans, testing and training.

The service categories under this agreement will include, but are not limited to:

Cyber Security, firewalls, IPS/IDS, telephony, network engineering, network support, desktop support, helpdesk services, electronic records management services, procurement, consulting, virtualization, Microsoft support, mobile device management and audio visual services.

The County will provide a minimum of eight (8) hours per month of professional services, including helpdesk services, desktop support, system patching and monitoring. In exchange for this minimum service, the City would agree to pay the County the sum of two thousand, four hundred dollars (\$2,400) per year (8 hours per month x \$25.00/hr. x 12 months)

The County and the City shall negotiate any additional professional services to be completed by the County, based on the needs of the City. The pricing structure of professional services will depend upon the level of expertise that is required. The billing structure is as follows:

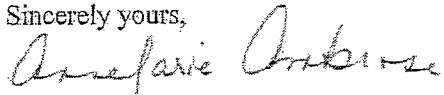
1. Computer Specialist: \$25.00/hr
2. Network Admin II: \$25.00/hr
3. Network Admin I: \$29.00/hr
4. Sr. Programmer: \$30.00/hr

The City of Sherrill is expected to realize savings as a result of the agreement's discounted rates for the information technology services offered by the County. Additionally, this agreement would assist the City by leveraging the enormous buying power of the County's Purchasing Department, which would allow the City to realize considerable savings on new hardware and software purchases.

If approved, the term of this agreement will be for 5 years, but could be terminated earlier by either party upon proper notice.

Please accept this letter of proposal based on the firm belief that the City of Sherrill will realize a savings and receive excellent technical support and services.

Sincerely yours,



AnneMarie Ambrose
Director, Information Technology
Oneida County

Exhibit C

PURCHASING DEPARTMENT
UTICA, NEW YORK 13501

Buyer: CK No.

DATE

DELIVER TO: Information Technology
Oneida County Office Building
800 Park Ave
Utica, NY 13501

MAIL CLAIM TO:

Information Technology
Oneida County Office Building
800 Park Ave
Utica, NY 13501

COPY 2 OF THIS PURCHASE ORDER IS A CLAIM FORM. PAYMENT CANNOT BE MADE UNTIL IT IS PROPERLY EXECUTED AND RETURNED TO THE ABOVE DEPARTMENT.

FURNISH MATERIAL SAFETY DATA SHEETS "MSDS" FOR ALL CHEMICAL PRODUCTS.

REQ. #	EPO #	DEPT.	VENDOR #	TERMS	AUTH. #
		1610			

VENDOR COMPLETE ALL COLUMNS PER INSTRUCTIONS BELOW

DESCRIPTION	QUAN. ORDERED	INVOICE NUMBER & DATE SHIPPED	QUAN. SHIPPED	UNIT PRICE	EXTENSION
Computer Software & Licenses					

Sample

 **COPY**

SALES TAX EXEMPT - No certificate necessary.
Retain a copy of this order to substantiate exempt sale.

NOTICE TO VENDOR

FOLLOW ALL INSTRUCTIONS CAREFULLY

- Execute attached claim forms as follows:
 - Indicate dates shipped, quantity shipped, and make price extensions of each item shipped.
 - Prepay delivery charges, add to claim, and attach copy of paid freight bill to claim.
 - Enter total in space provided.
- Execute certificate by completing spaces marked with an X; signature must be IN INK.
- Submit certified claim form with Material Safety Data Sheets as instructed in the box above.

- Please file claim after completing entire order. Claims for partial shipment should be made only in extreme cases and subsequent claims must then be made on Oneida County Claim Blanks, obtainable at the Purchasing Office.
- Show Purchase Order Number on all packages, delivery slips, and documents.
- Make no changes in order except as authorized by written Change Order. No overshipment or substitutions will be paid for.
- The Vendor accepts this Purchase Order subject to the provision 103C and 103D of the General Municipal Law.

Mello J. Testa

AUTHORIZED SIGNER

TOTAL _____

Exhibit D

Oneida County Information Technology
Certificate of Project Completion

This document certifies that the corresponding project has been successfully completed and acceptable by both Vendor and Client parties.

Oneida County PO Number: _____

Project Name: _____

ONEIDA COUNTY INFORMATION TECHNOLOGY

Name: _____

Title: _____

Signature _____

Date: _____

RECIPIENT

Name: _____

Title: _____

Signature _____

Date: _____

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
Information Technology Acceptable Use Policy
Adopted by the Oneida County Board of Legislators
March 8, 2017

1. Overview

All Oneida County electronic communications systems, including, but not limited to wired/wireless/smart telephones, desktop/laptop/tablet computers, facsimile machines, copy machines, network file servers, network or system peripherals, computer data and program files, e-mail and Internet accessibility, as well as software furnished to employees are to be used for **business purposes only**.

2. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at Oneida County. This policy also addresses unacceptable use. These rules are in place to protect the User and Oneida County. Unacceptable or inappropriate use of County resources exposes Oneida County to security risks including virus attacks, compromise of network systems and services, and legal issues.

3. Scope

This policy applies to the use of information (data), electronic and computing devices, and network resources to conduct Oneida County business or interact with internal networks and business systems, whether owned or leased by Oneida County, New York State, the User, or a third party. All Users with access to the County network and County data are responsible for exercising good judgment regarding appropriate use of information (data), electronic devices, and network resources in accordance with Federal and State law as well as Oneida County policies, collective bargaining agreements, and local laws and regulation.

This policy applies to all Users of the Oneida County Network, New York State Network/Applications and Sheriff's Department Network working at Oneida County. Any person, organizational entity, or automated process that accesses a County system for legitimate government purpose, as authorized by the County of Oneida, including but not limited to employees, contractors/vendors, consultants, temporaries, all personnel affiliated with third parties and other workers at Oneida County, including but not limited to employees, contractors/vendors, consultants, temporaries, all personnel affiliated with third parties and other workers at Oneida County, shall be considered Users. This policy applies to all equipment that is owned or leased by Oneida County, New York State or any third party including User owned equipment being used in conjunction with any County network and any business related activity.

4. Policy

4.1 General Use and Ownership

- 4.1.1 Oneida County routinely issues desktop and mobile equipment/devices to Users to facilitate performance of job duties. This equipment includes but is not limited to desktop and laptop Personal Computers (PCs), tablet PCs, printers, wireless devices such as phones and hot spots as well as RSA tokens and external storage devices. All equipment used for Oneida County business purposes, whether leased or owned by Oneida County or New York State is considered the property of Oneida County and must be immediately surrendered to the cognizant County IT department by the User upon separation from the County or when requested to do so by the User's Department Head or the Oneida County Chief Information Security Official (CISO).
- 4.1.2 At no time may any User save or store County data, including but not limited to word documents, databases, images, voice/video records etc. to a device owned by an entity other than Oneida County or New York State. Use of non-County or non-State owned equipment to conduct County business is subject to the approval of the Department Head and the CISO. Users who wish to use any computing device not owned by the County or State to access County email or data must contact the Department Head and the cognizant County IT department to ensure appropriate approvals and access controls are implemented. Non-County and non-State devices used to conduct County business must be brought to the cognizant County IT prior to User separation from the County to ensure no County data resides on the device.
- 4.1.3 It is the responsibility of the User to promptly report the theft, loss or unauthorized use of Oneida County wireless or computing equipment or peripherals to the cognizant County IT department.
- 4.1.4 It is the responsibility of the User to maintain all computing and wireless equipment

issued by the County in good working order. Mobile devices are to be kept charged and ready to use in an emergency. Software patches and updates to all equipment are to be made promptly. Assistance with patches and updates to mobile devices is available by contacting the cognizant County IT department.

- 4.1.5 It is the responsibility of the User to promptly report damage to equipment.
- 4.1.6 It is the responsibility of each User to promptly report the theft, loss or unauthorized disclosure of Oneida County proprietary information.
- 4.1.7 Users may access, use or share County data only to the extent it is authorized and necessary to fulfill assigned job duties. Access to data for unauthorized purposes is strictly forbidden.
- 4.1.8 For security and network maintenance purposes, authorized individuals within Oneida County may monitor equipment, systems, data and network traffic at any time. Users shall have no expectation of privacy regarding the use of any Oneida County electronic communication systems, devices or resources. Oneida County intends to monitor all electronic communication systems including but not limited to computer files, email and Internet use without prior notice to Users. Monitoring pursuant to this policy of any and all electronic communications, computer files, email or Internet usage within a department which is subject to a legally recognized privilege or confidentiality requirement shall be done only by the Department Head or IT personnel authorized by the CISO.
- 4.1.9 Oneida County reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.
- 4.1.10 Oneida County may restrict or discontinue access to some or all Internet resources at any time without prior notice to individual Users. Any such restrictions put in place by the cognizant County IT department, and the necessity therefore, shall be discussed with the Department Head.

4.2 Security and Proprietary Information (data)

- 4.2.1 All mobile and computing devices that connect to the County or Sheriff's network must be entered into a Mobile Device Management System.
- 4.2.2 System level and User level passwords must comply with the Oneida County Password Policy. Providing network access to another individual, either deliberately or through failure to secure its access, is prohibited.
- 4.2.3 All computing devices including both mobile and desktop units must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. Users must lock the screen or log off when the device is unattended.

4.2.4 Users must use extreme caution when opening e-mail attachments received from unknown senders, as they may contain malware.

4.2.5 Users must use extreme caution when opening email attachments or clicking on web links as they may contain malware. Users must immediately contact their cognizant County IT department for assistance if they believe they have mistakenly opened an email or clicked a link containing malware.

4.3 Unacceptable Use

The following activities are prohibited. Select Users may be exempted from these restrictions during the course of their legitimate job responsibilities (i.e. network administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is any User of Oneida County authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Oneida County-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

4.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Oneida County.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Oneida County or the end User does not have an active license is strictly prohibited. Oneida County prohibits the illegal duplication of software and documentation. Privately owned or non-standardized software may not be installed on any Oneida County computer or network without the written approval of the Department Head and the CISO. Accessing data, a server or an account for any purpose other than conducting Oneida County business, even if you have authorized access, is prohibited.
3. Users are not permitted to use any code or password issued to another employee in order to access, view or retrieve information from any computer, network file server, network or system peripheral, email account, Internet site, computer or program file either inside or outside the County's or Sheriff's network system.
4. Intentional introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).

5. Revealing your account password to others or allowing use of your account by others. This includes Information Technology staff, supervisors, co-workers as well as family and other household members when work is being done at home. Sharing of passwords is strictly prohibited in all cases.
6. Using an Oneida County computing asset (data, device or other component of the IT environment) to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the User's local jurisdiction.
7. Making fraudulent offers of products, items, or services originating from any Oneida County account.
8. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the User is not an intended recipient or logging into a server or account that the User is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information (data) for malicious purposes.
10. Port scanning or security scanning is expressly prohibited without prior written approval from the CISO.
11. Executing any form of network monitoring which will intercept data not intended for the User's host, unless this activity is a part of the User's normal job/duty.
12. Circumventing User authentication or security of any host, network or account.
13. Introducing honeypots, honey-nets, or similar technology on the Oneida County network.
14. Interfering with or denying service to any User other than the User's host (for example, denial of service attack).
15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a User's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
16. Providing information (data) about, or lists of, Oneida County Users to parties' outside Oneida County.
17. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
18. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
19. Unauthorized use, or forging, of email header information.

20. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
21. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
22. Use of unsolicited email originating from within Oneida County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Oneida County or connected via Oneida County's network.
23. Users shall not download, view, store or forward pornographic images or any other obscene materials, with the exception of any such materials deemed necessary and appropriate for the specific work purpose as determined by the Department Head.
24. Oneida County prohibits the use of computers, email, Internet, wireless or any other electronic communication system in ways that are disruptive, offensive or harmful to others. Therefore, sexually explicit messages, cartoons and jokes are prohibited. This misuse shall also include, but is not limited to ethnic slurs, racial comments, off-color jokes or anything which may be construed as harassment, disrespect of others or may lead to the creation of a hostile work environment.
25. Oneida County's electronic communications systems may not be used by any User for the purposes of soliciting contributions or funds or benefits of any kind for private, not for profit or policy agency, cause, project or fundraising activity.

5. Misc.

Conflicting provisions contained in collective bargaining agreements, to the extent required by law, shall supersede this Policy. Where collective bargaining agreements are silent, this Policy may be applied. In the event that any provision of this Policy or application thereof shall be held invalid, this act shall not be construed to affect the validity of any other provision, or application thereof of this Policy.

Any violation of this policy may result in prosecution under Federal, New York State or Local Law as well as disciplinary procedures as set forth in labor agreements or under Section 75 of the Civil Service Law.

Printed Name: _____

Signature: _____

Date: _____

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Grant J. Garrazone
Executive Administrative Assistant

Michael A. Coluzza
Chief Assistant

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

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

March 17, 2020

FN 20 20-169

PUBLIC SAFETY

WAYS & MEANS

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

Dear Mr. Picente:

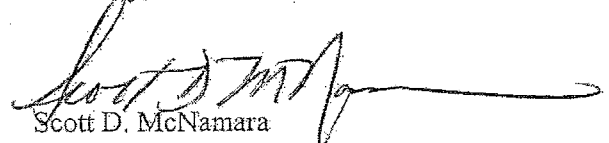
Enclosed is an agreement between Oneida County, through the Oneida County District Attorney's Office, and the Town of Whitestown. This agreement describes the distribution of funds generated by the Traffic Ticket Diversion Program. This agreement will enable the County to disperse 1/3 of the funds back to the municipalities to cover the clerical work required for administration of the Program.

I am hereby requesting your review and approval of this agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval. I ask that this agreement be approved as a template for all other cities, towns, and villages within Oneida County who have residents participating in the Program.

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

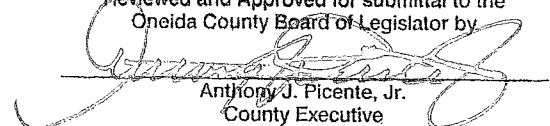
Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.

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


Anthony J. Picente, Jr.
County Executive

Date 4-7-20

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County District Attorney’s Office

Title of Activity or Service: Traffic Diversion Program agreement with municipalities

Proposed Dates of Operation: Upon execution for 5 years, with 5 year renewal terms

Client Population/Number to be Served: Municipalities within Oneida County

Summary Statements:

1) Narrative Description of Proposed Services: This is an agreement with the Town of Whitestown regarding the distribution of funds generated by the Traffic Safety Diversion Program. Under the Local Law, the municipalities will receive 1/3 of the funds generated by the Program to cover the costs of clerical work required for administration of the Program.

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

3) Program Design and Staffing: DA’s Office runs the Traffic Diversion Program. Finance collects the funds coming in. Comptroller’s Office disperses the funds back to the municipality.

Total Funding Requested: N/A

Account # A2621

Oneida County Dept. Funding Recommendation: 1/3 of the funds that came in from that jurisdiction

Proposed Funding Sources (Federal \$/ State \$/County \$): Traffic Diversion Program Funds

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: This agreement with the Town of Whitestown is intended to become the template agreement for all cities, towns, and villages who have residents engaged in the Traffic Diversion Program.

TRAFFIC TICKET DIVERSION PROGRAM AGREEMENT

THIS AGREEMENT (hereinafter the “Agreement”), 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 principal offices located at 800 Park Avenue, Utica, New York (hereinafter the “County”), by and through the Office of the Oneida County District Attorney, with principal offices located at 235 Elizabeth Street, Utica, New York 13501, and the Town of Whitestown, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 8539 Clark Mills Road, Whitesboro, New York 13492 (hereinafter the “Municipality”).

WHEREAS, the County previously enacted a Local Law establishing a Traffic Ticket Diversion Program (the “Program”), Local Law No. 1 of 2020; and

WHEREAS, this Local Law allows the County District Attorney to set an administrative fee for the Program and collect a fee from Program participants in exchange for their completion of a safe driving course; and

WHEREAS, under the Local Law, one-third (1/3) of the fee will be distributed to the City, Town, or Village where the ticket(s) originated to cover the clerical work required for administration of the Program; and

WHEREAS, this administrative fee will be distributed quarterly from the County to the City, Town, or Village.

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County shall distribute to the Municipality one-third (1/3) of the administrative fee collected by the County for matters in the Program for which the Municipality had jurisdiction. This administrative fee will be distributed quarterly. The County Comptroller’s Office will prepare the vouchers and provide the checks to the municipalities.
2. The Municipality represents, warrants, and covenants that this fee will be used to cover the clerical work required for administration of the Program. Any other use of the administrative fee is strictly prohibited.
3. This Agreement shall be in effect as of the date set forth below, and shall continue in effect for five (5) years. Thereafter, this Agreement may be extended for up to three (3) additional five (5) year periods, for a total of twenty (20) years, upon written mutual agreement of the parties.
4. The Municipality shall defend, indemnify, and hold harmless, the County and its officers, agents and employees, from any and all liabilities, claims, fines, penalties, losses, damages,

demands, costs, causes of action, judgments and/or expenses including, without limitation, reasonable attorney's fees, of any kind or character, that may arise as a result of this Agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6. This Agreement shall not be assigned or sublet by the Municipality.

7. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular, unless the same shall be in writing signed by the party to be bound. No waiver by the County of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

8. This Agreement may be executed, in several counterparts, including fax, scan or facsimile transmission, all of which taken together shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year set forth below.

COUNTY OF ONEIDA

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

Date: _____

By: _____
Scott D. McNamara, Esq.
Oneida County District Attorney

Date: _____

TOWN OF WHITESTOWN

By: _____
Shawn Kaleta
Town Supervisor

Date: _____

Approved

By: _____
Alison Stanulevich
Assistant County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
Chief Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Steven G. Cox
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William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow

March 10, 2020

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

FN 20 20-270

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed is the yearly Federal Equitable Sharing Agreement for the District Attorney's Office. This is a federal forfeiture account used for providing equipment, training, and other services. This agreement provides a certification of an annual accounting of funds in the account. In 2019, \$35,520.61 was spent on law enforcement operations and investigations. The total ending equitable sharing funds balance in 2019 was \$153,909.08.

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

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

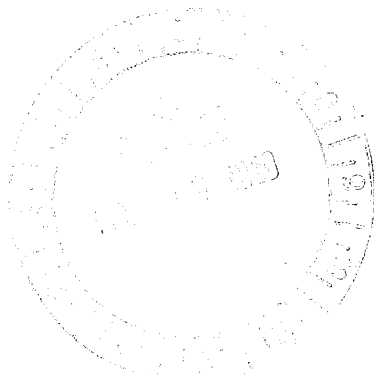
Thank you for your time and assistance in this matter.

Sincerely,

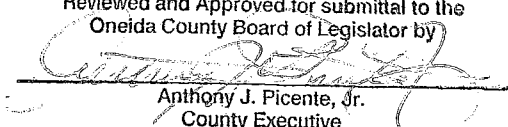


Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.



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



Anthony J. Picente, Jr.
County Executive

Date 3-19-20

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name and Address of Vendor: Oneida County District Attorney's Office
235 Elizabeth Street
Utica, New York 13501

Title of Activity or Service: Federal Equitable Sharing Agreement

Proposed Dates of Operation: 01/01/2019 – 12/31/2019 (Prior year's accounting)

Client Population/Number to be Served: NA

Summary Statements

1) Narrative Description of Proposed Services:

Federal forfeiture account used for providing equipment, training and other services.
This is an annual accounting of funds in this account. Ending balance for 2019 is \$153,909.08.

In 2019, \$35,520.61 was spent on law enforcement operations and investigations.

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

3) Program Design and Staffing: N/A

Total Funding Requested: N/A

Account # N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: None

Past Performance Data: None

O.C. Department Staff Comments: None



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 26, 2020

FN 20 20-176
PUBLIC SAFETY
WAYS & MEANS

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

Dear County Executive Picente:

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of \$1,100 to be used to purchase Child Safety Seats and related supplies. The Sheriff's Office has been provided funds thru New York State Governor's Traffic Safety Committee (CPS-2020-Oneida Co SO-00146-(033). No County dollars will used for this project.

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

<u>Expense Account</u>	<u>Amount</u>
A3120.491 Other Materials and Supplies	\$1,100.00

The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3387 State Traffic Safety Grants	\$1,100.00

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 3-30-20

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 13, 2020

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

FN 20 20-172

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.

Enclosed is a Purchase of Services Agreement with Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.) for the operation of a program that will provide information, referral services, and resources to homeless persons and families to enable them to take the steps necessary to become housed and integrated into the community. The Contractor will perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County and effectively engage homeless individuals and families who might not otherwise access services.

The contract term is from the date of execution for a one-year period. This program is 100% funded by a grant with no cost to the county. The agreement will not exceed \$163,000.00.

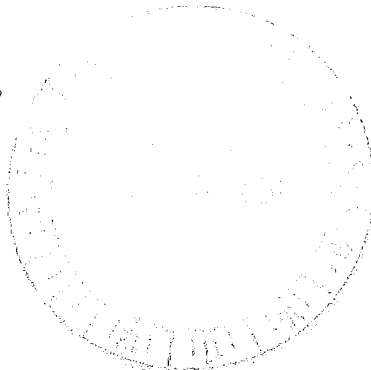
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

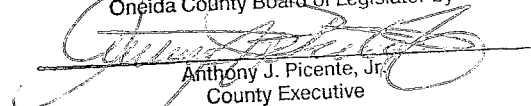
Sincerely,


Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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



Anthony J. Picente, Jr.
County Executive

Date 3-18-20

23808

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.).
310 Main Street
Utica, New York 13501

Title of Activity or Services: Project Connections Street Outreach Services

Proposed Dates of Operations: Date of Execution for a period of one year

Client Population/Number to be Served: Homeless individuals and families.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide information and referral services and resources to homeless persons and families to enable them to take the steps necessary to become housed and integrated into the community.

2). Program/Service Objectives and Outcomes

The Contractor will perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County and effectively engage homeless individuals and families who might not otherwise access services.

3). Program Design and Staffing Level -

Two full time street outreach workers will be overseen by the Director of Transitional Services of ICAN.

Total Funding Requested: This is 100 % funded by a grant and the cost of this agreement will not exceed \$163,000.00.

Oneida County Dept. Funding Recommendation: Account # A6070.49551

Mandated or Non-mandated:

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

Cost Per Client Served:

Past performance Served

O.C. Department Staff Comments: This program went out to RFP and ICAN was chosen as the contractor.

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT (hereinafter called the "Agreement"), made and entered in to, between Oneida County (hereinafter the County), a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter called the "Department"), and Integrated Community Alternatives Network, Inc., a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the "Contractor").

WHEREAS, the Department requires a means to perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County; and

WHEREAS, the Department desires to establish a program to provide mobile outreach and create client service engagement opportunities for homeless individuals and families on the streets; and

WHEREAS, this program would provide information and referral services and resources to homeless persons and families to enable them to take the steps necessary to become housed and integrated into the community; and

WHEREAS, the Contractor is able to provide street outreach and information, referral services and resources to homeless persons and families to enable them to take the steps necessary to become housed and integrated into the community,

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

1. SCOPE OF SERVICES

A. Contractor will have two (2) Street Outreach Workers who will be responsible for performing street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County. Such workers shall:

- i. Identify homeless persons and families living in unsheltered situations (car, streets, abandoned buildings, out in the woods, etc.) as well as homeless persons and families who present at a Department office or at a local homeless shelter or soup kitchen.
- ii. Provide information to homeless people about the various housing resources available as well as any services available that would assist the homeless person. Street Outreach Workers must comply with U.S. Department of Housing and Urban Development ("HUD") regulations.
- iii. Provide referrals to available services and facilitate access to community services including access to food, clothing, shelter, hygiene, laundry, housing assistance and substance abuse education and treatment.
- iv. Provide assistance to homeless people by helping resolve issues caused by lack of proper identification, including lack of birth certificates and social security cards, including assistance with applications for such identification.

- v. Provide assistance to the homeless in applying for services, benefits, and housing where appropriate and will assist in obtaining income verification.
 - vi. Attend team meetings, case conferences, training workshops and community meetings as needed to adequately perform the services.
 - vii. Assist participants in acquiring resources to acquire housing.
- B. Contractor's outreach services shall include shelter referrals for homeless individuals and families and, where appropriate, referrals to Project HOME (rapid Re-Housing program).
- C. Contractor shall provide a Mobile Office bus (shared with other programs run by Contractor).
- D. Contractor shall maintain complete client records, daily activity logs, mileage logs, and other reports as directed.
- E. Contractor shall work in close partnership with the Mohawk Valley Housing and Homeless Coalition Planning Office which is under the umbrella of the United Way of Utica and Greater Utica Area (UW is the Collaborative Applicant for the NY-518 Continuum of Care that includes the cities of Utica and Rome and all of Oneida County, NY). This includes participating actively in Mohawk Valley Housing and Homeless Assistance Coalition Plenary and Committee meetings.
- F. Contractor shall follow safety protocols for community street outreach, will research and implement best practices on street outreach.
- G. Contractor shall do required data entry into Homeless Management Information System Database (HMIS).
- H. Contractor shall be a mandated reporter of elder and child abuse.

4. PERFORMANCE OF SERVICES

- A. The Contractor represents that it is duly licensed (as applicable) and that its employees have the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor's employees shall use their best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where federal, state or Local Laws and Regulations impose specific requirements on performance of the same.
- 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 (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 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 Department, and in

compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

D. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.

5. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that its assistants will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and that its Assistants 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's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to 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 of 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 Department 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.

6. INSURANCE AND INDEMNIFICATION

A. 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.

i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

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

b. Abuse and Molestation coverage must be included.

c. Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

ii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

a. Coverage for review of cases and resulting professional assessment.

b. Coverage for abuse and molestation must be included.

c. Oneida County Shall be included as an additional insured.

iii. Workers' Compensation and Employers Liability

a. Statutory limits apply.

iv. Automobile Liability

a. Business Auto Liability with limits of at least \$1,000,000 each accident.

b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

v. Commercial Umbrella

a. Umbrella limits must be at least \$5,000,000 and must extend over the Professional Liability coverage.

- 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 other than the CGL, Auto Liability, Workers' Compensation and Employers Liability coverages maintained by the County of Oneida.
- B. Waiver of Subrogation: the Contractor 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 Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to 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.
- D. 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.

7. TERM OF AGREEMENT

- A. This Agreement shall commence upon Execution and terminate one year from the date of execution.
- B. The option to renew this Agreement is at the sole discretion of the County and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

8. REIMBURSEMENT

- A. Contractor shall be reimbursed in monthly installments for performance of the services outlined in this Agreement as detailed below upon submission of a County Voucher and attached documentation as required by the department.
- B. The activities provided by this Agreement are not otherwise available on a non-reimbursable basis.
- C. From date of execution through one year from said date, monthly payments shall be \$13,583.33 and total payments by the County to the Contractor under this Agreement shall not exceed \$163,000.00.

9. 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.

10. TRAINING

The Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by Federal, State or local law or regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or local law or regulations necessary to perform the services described herein, 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.

11. RECORD RETENTION

The Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

12. TERMINATION

- A. Either party may, upon 30 days written notice to the other party, terminate this Agreement.
- B. The County may terminate this Agreement if for cause or if needed State or Federal reimbursement is terminated or not allowed.

13. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the County.
- B. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.
- C. All required reports and related correspondence shall be mailed to:

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

D. The parties mutually agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

14. 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.

15. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

Date: _____

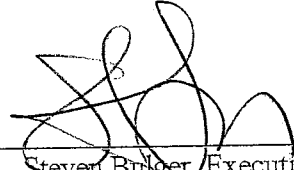
Oneida County: _____
Anthony J. Picente, Jr., County Executive

Approved: _____
Richard P. Ferris, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: 3/10/20

Integrated Community Alternatives Network, Inc.: _____

Steven Bulger, 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—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

- * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
 - * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_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 contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

Oneida County Department of Social 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 timeframe;
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 timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe 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 timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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

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

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

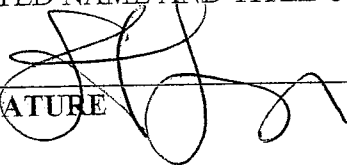
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NAME OF CONTRACTED AGENCY

Steven Bulger, CEO/Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

3/10/2020

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

I, the undersigned, an employee of ICAM, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name:

Steven Bulger

Signature:

[Handwritten Signature]

Title:

CEO/Executive Director

Date:

3/15/20

Witness:

[Handwritten Signature]

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 (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 NEWYORK STATE LABOR LAW § 201-G

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 17, 2020

EN 20-173

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.

Enclosed is a Purchase of Services Agreement with the Elmcrest Children's Center, Inc. for Non-Secure Detention Services that provides the Department with one (1) reserved bed for Oneida County youth and the ability to utilize un-reserved beds on an as needed basis.

This contract provides for the local temporary placement of youth who are remanded by Family Court, admitted after-hours based on a PINS or a JD warrant, or admitted by legally authorized persons where approved by the County and the Contractor.

The term of this agreement is January 1, 2020 through December 31, 2020. The cost for this agreement was \$ 218,501.40 from January 1, 2018 through December 31, 2018 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$ 111,435.74 during that time period. The contractor is guaranteed \$200,750.00 for the duration of this agreement. However, should the department utilize more than one bed on any given day it will be charged an additional \$767.25 per day based on usage.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3-30-20

91302

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Elmcrest Children's Center, Inc.
960 Salt Springs Road
Syracuse, New York 13224

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: January 1, 2020 through December 31, 2020

Client Population/Number to be Served: Youth placed by Family Court Remand, PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention facility known as "Skeele Valley Non-Secure Detention Group Home" is located on Jones Road in the Town of Fabius, Onondaga County, New York, and is certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with 1 bed for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth. The Department also has the ability to utilize un-reserved beds if needed.

2). Program/Service Objectives and Outcomes -

This contract provides for the local temporary placement of youth who are remanded by Family Court, admitted after-hours based on a PINS or a JD warrant, or admitted by legally authorized persons where approved by the County and the Contractor.

3). Program Design and Staffing Level - A Non-Secure facility that provides 24 hour supervision and care.

Total Funding Requested: \$ 550.00 per bed/per day for reserved bed
\$ 767.25 per bed/per day for un-reserved bed

*NOTE-Should the need arise for more than one bed on any given day the cost could exceed the listed expense.

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$): Cost breakdown for December 1, 2016 through November 30, 2017

- State 49 % \$ 105,601.21
- County 51 % \$ 109,911.47

Cost Per Client Served:

Past performance Served: The department has utilized this contractor since 2003. The Department paid this provider \$215,512.68 from November 1, 2017 through October 30, 2018 for non-secure detention services.

O.C. Department Staff Comments: The Department is satisfied with the service provided by this agency.

AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2020, 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, through its Department of Social Services, hereinafter collectively referred to as the "County," and Elmcrest Childrens' Center, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with offices at 960 Salt Springs Road, Syracuse, New York, an operator of a non-secure detention facility called "Skeele Valley Non-Secure Detention Group Home," certified by the New York State Office of Children and Family Services, hereinafter collectively referred to as "Elmcrest."

WITNESSETH;

IN CONSIDERATION of the promises, covenants and agreements contained herein, the parties agree as follows:

I. TERM

1. The term of this Agreement shall be from January 1, 2020 through December 31, 2020.
2. This Agreement may be negotiated annually and the County shall provide notice to Elmcrest of its intention to renew prior to the end of the Agreement term.

II. SCOPE OF SERVICES

1. The County shall reserve one (1) non-secure detention bed with Elmcrest.
2. Services to be provided by Elmcrest are as outlined in the program narrative (Exhibit A) attached to this Agreement and incorporated herein.
3. Each child continued in care at the Skeele Non-Secure Detention facility for more than three (3) days shall have a complete physical examination by a physician/nurse practitioner supplied by Elmcrest. Should a medical concern or crisis arise regarding any new or pre-existing condition, every attempt shall be made to treat with the physician/nurse practitioner supplied by Elmcrest. Due to the limited nature of the non-secure detention program, Elmcrest cannot take responsibility for treating pre-existing

regimens. In these cases, Elmcrest shall work with the child's physician to ensure minimal disruption in treatment. The cost of all follow-up medical care is the responsibility of the child's parent/guardian. All attempts shall be made to obtain insurance information upon the child's admission. Should no insurance exist and the child requires medical intervention, the County shall assume responsibility. At the request of the County, Elmcrest shall front the cost and bill the County for the medical and transportation charges.

4. Elmcrest reserves the right to deny a referral or discharge a child from non-secure detention if the child is considered a significant risk to himself/herself, others or the community. In cases where this becomes necessary, Elmcrest shall provide the County a written statement regarding the child's risk potential and the factors which preclude the non-secure detention program from maintaining a reasonable level of safety should the child reside in the facility.
5. Except where shorter time periods are mandated by regulation or statute, no youth shall be kept in continuous non-secure detention care beyond forty-five (45) days from the date of admission, except where release of a youth would violate a court order.

III. PERFORMANCE OF SERVICES

1. Elmcrest 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. Elmcrest shall use its best efforts to perform the services such that the results are satisfactory to the County. Elmcrest shall be solely responsible for determining the method, details, and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
2. Elmcrest may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the services (collectively, the "Assistants"). Elmcrest shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with all applicable federal, state or local laws and regulations.

IV. RECORD KEEPING AND REPORTING

1. Elmcrest shall maintain financial records in a manner satisfactory both to the County and for any potential audit. Elmcrest shall maintain financial records and supporting data for a period of six (6) years from time of billing.
2. The County reserves the right to audit said financial records at Elmcrest at any time it so desires during normal working hours.
3. Elmcrest and the County shall comply with Section 372(4) of the Social Services Law with respect to confidentiality of child information and records. The County and Elmcrest shall also comply with New York State Juvenile Detention Facilities Regulations (Title 9 NYCRR part 180-1).
4. Elmcrest shall provide an itemized line item working budget for the following year in a form approved by the County to the County's Commissioner of Social Services. This shall include a projected per diem rate for the next year. Supporting schedules must be attached detailing job titles and salaries and any other line item that might be required by the County.

V. PAYMENT FOR SERVICES

1. The County shall pay Elmcrest one month's reservation fee for each bed reserved upon submission of a County voucher following the month of service in accordance with the rate set forth in Exhibit B. Elmcrest shall submit to the County quarterly reports consisting of budget line items with actual expenses for the months and year-to-date.
2. Nothing shall be billed to the County that is not also billed to other counties entering into a contract with Elmcrest. This includes transportation, medical expenditures, clothing, etc. In accordance with Elmcrest's policy toward other counties, the County shall be responsible for the transport of County youth to and from Elmcrest for court appearances, court-ordered services, pre-placement visits, and professional consultations.
3. The Agreement per diem rate for the 2020 year is \$550.00. Therefore, the County shall pay \$200,750.00 for the use of its one (1) reserved bed during the term of this Agreement (365 days). This is the maximum cost that shall be charged to the County for its reserved bed. Should the County exceed its maximum number of reserved beds for a particular month, the excess utilization is considered to be on a borrowed bed

basis. This use shall meet all criteria of non-contracting counties use of beds except that the County shall benefit from a reduced per diem rate. This 'excess utilization' rate for the term of this Agreement shall be the non-contract per diem rate minus ten percent (-10 %), resulting in a reduced excess utilization rate of \$767.25.

VI. INSURANCE AND INDEMNIFICATION

1. Elmcrest shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Abuse and molestation coverage must be included.
 - iii. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
 - B. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
 - C. Business Automobile Liability
 - i. Business Automobile Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- iii. Oneida County shall be included as additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

D. Commercial Umbrella

- i. Commercial Umbrella limits must be at least \$5,000,000.
- ii. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

E. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- i. Coverage for abuse and molestation.

2. Waiver of Subrogation: Elmcrest waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Business Automobile 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, Elmcrest 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 Elmcrest's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
4. To the fullest extent permitted by applicable law, Elmcrest (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an

"Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Elmcrest's Assistants and authorized personnel) arising out of or in connection with the exercise by Elmcrest or any of Elmcrest's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

5. The insurance provisions in this agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

VII. 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.

VIII. TERMINATION

This Agreement is subject to termination in the event of non-reimbursement by the New York State Office of Family and Children's Services; and is also subject to cancellation upon thirty (30) days prior written notice from one party to the other.

IX. ENTIRE AGREEMENT

1. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. 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.
2. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

X. ADVICE OF COUNSEL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

Oneida County

Dated: _____ by: _____
Anthony J. Picante, Jr., County Executive

Department of Social Services

Dated: 3/26/20 by: Colleen Fahy-Bok
Colleen Fahy-Bok, Commissioner

Elmcrest Childrens' Center, Inc.

Dated: 3/20/20 by: Joseph J. Geglia
Joseph Geglia, Executive Director

Approved:

Richard P. Ferris, Assistant County Attorney

Exhibit A

Program Statement

Skeelee Valley Non Secure Detention

Brief Overview

2020

Elmcrest Childrens' Center, Inc. will administer and manage non secure detention services at its 100 acre Skeelee Valley site on Jones Road in the Town of Fabius, New York.

Youth will be remanded to detention by family court should the judge have reason to believe that a youth will fail to reappear in court as ordered or that remaining in the home or community setting is not in the best interest of the youth or family. After business hours, youth may be admitted to detention on a family court PINS or JD warrant or if the youth has committed a crime after hours and a Detention Risk Assessment Instrument (DRAI) was completed and the youth's score indicated they are a risk to fail to appear in court. Youth may be admitted to Skeelee Valley directly by legally authorized persons after approval by the County's designated intake official and Skeelee Valley's management team and Director. Elmcrest reserves the right to deny a referral or discharge a youth if it is deemed that the youth presents a significant risk to him or herself and/or others.

Skeelee Valley Non Secure Detention is a co-ed program serving youth between the ages of 7 and 18 who are awaiting adjudication as a Person in Need of Supervision (PINS) or Juvenile Delinquent (JD) or as runaways awaiting return to another jurisdiction. Counties served will include, but are not limited to Madison, Cortland, Oneida and Onondaga. Skeelee Valley is licensed to serve 12 youth at any time. The facility is set up to sleep up to 8 youth upstairs and up to 4 youth downstairs.

The goal of Skeelee Valley Non Secure Detention is to provide a safe, structured and highly supervised routine for the youth entering the program. Youth will participate in the program bound educational program year round, will receive medical services to include a physical and follow up for any illness or injury, and will participate in a variety of groups, including, but not limited to life skills, anger control training and team building. In addition to school and groups, youth have opportunities for daily recreation which includes the ability to hike and fish on the property and participate in physical outdoor activities, as well as indoor activities.

Staffing for the program includes the program director, supervisors, a case manager, direct care staff, a cook, a teacher and a nurse practitioner. Elmcrest Childrens' Center, Inc. will provide all other administrative supports. All staff are trained and current in CPR and first aid and Therapeutic Crisis Intervention. Additionally all staff receive periodic and ongoing trainings focused on working with youth involved in the Juvenile Justice System. Staff meetings are held biweekly and observations and evaluations of staff members are ongoing.

**SKEELE VALLEY NON-SECURE DETENTION GROUP HOME
DIVISION OF ELMCREST CHILDREN'S CENTER**

**2020 Billing System
Protocol's for borrowed bed procedures / reserved bed status
1/1/2020 - 12/31/2020**

I. Steps for Monthly Billing for Non-Secure Detention:

A. Contract Per Diem Rate:

The cost of reserving one bed for 1 day is called the contract county per diem rate. It is established by Elmcrest Children's Center by taking the actual budget, (*Exhibit C*), and dividing it by the total number of beds available for the year, (10) X (365) days. The rate for the 1/1/2020 - 12/31/2020 is \$ 550.00

B. Contract County Base Cost for Month:

Each contract county has a base cost for the month: # contract beds X # days X rate = base cost. Ex.: County A contracts for 1 bed X 31 days X \$ 550.00 = \$17,050.00.

C. Contract County Use of Additional Non-Secure Detention Beds:

1. Additional utilization for a particular month, above the number of beds available by contract, is considered "Excess Utilization" and will be billed to the County separately and in addition to from the basic contract cost.
2. A contract county using excess beds will be billed at reduced rate of non-contract rate minus ten percent, (- 10%). For the period 1/1/2020 - 12/31/2020 the resulting 'excess utilization' per diem rate works out as follows: non-contract per diem rate, \$ 852.50 X -10 % = \$ 767.25 rate per day for the calendar month in which the county exceeds the maximum number of days that are reserved by contract.
3. When using excess beds, the county is using beds on an available basis and cannot bump residents from another county in order to admit a child that would be considered excess utilization. Note: Should the facility be at capacity, it is a possibility that contract counties could have a child in excess bed bumped by a contract county who needs to use one of their contracted beds.

Exhibit B

D. Non-Contracted Bed Use:

1. Beds that are not under contract will be available to any county needing such a bed on a first come / first served basis whether the county has contracted to reserve a bed(s) or not.
2. These non-contracted beds are owned by the Elmcrest Children's Center and therefore another county, including a contract county, cannot bump children admitted to these beds.
3. Should a contract county need one of the beds they have under contract when the facility is at capacity the child that will be bumped will be that child staying in the bed assigned to that county. (Could result in a contract county using an "excess bed" having that child bumped.)

E. Note: Elmcrest Children's Center will be solely responsible for any amount of Net Income from borrowed bed basis resulting in a loss.

F. Non-Contracting County Per Diem Rate / Establishing a Borrowed Bed Rate:

The established borrowed bed per diem rate for non-contracting county use is based on 155 %, (based on expected utilization rate of 55 %), of the budgeted per diem charged to the contracting counties. Therefore, the borrowed bed rate for the year 1/1/2020 through 12/31/2020 will be \$ 852.50. (Budget per diem rate \$ 550.00 X 155 % = \$ 852.50)

G. Contracted Bed Bumping Rights:

By contracting for beds the county is reserving a set number of beds for their exclusive use over the course of the contract period. The contract county has the right to bump a child from their contracted bed whenever they may need to use it, this is known as "bumping rights".

H. Record Keeping:

Elmcrest Children's Center will keep daily, monthly and annual records to show the number of beds used by each contracting and non-contracting county.

ELMCREST CHILDREN'S CENTER, INC.
 NON-SECURE DETENTION
 2020 ANNUALIZED EXPENSES - BUDGETED CAPACITY 10 CHILDREN

	% of Time	
PROGRAM REVENUE		1,470,500
BREAKFAST/LUNCH INCOME		<u>8,500</u>
TOTAL INCOME		<u>1,479,000</u>
****SALARIES****		
ADMINISTRATIVE:		
Program Director	20%	12,250
Administrative Allocation	4.8%	<u>46,950</u>
		<u>59,200</u>
SOCIAL SERVICE:		
Case Aide	100%	40,900
		<u>40,900</u>
CHILD CARE:		
Program Supervisor	100%	52,400
Shift Supervisor - 2 ftes	100%	86,650
Youth Development Workers - 13.5 ftes & OT	100%	552,050
Teacher - 40 hours/week	100%	<u>52,400</u>
		<u>743,500</u>
MEDICAL:		
Nurse Practitioner	10%	8,200
Nursing Staff	2%	<u>5,400</u>
		<u>13,600</u>
CHILD SUPPORT:		
Cook	100%	41,600
Child Support Allocation	9.4%	<u>16,300</u>
		<u>57,900</u>
MAINTENANCE:		
Maintenance Allocation	9%	35,411
		<u>35,411</u>
FRINGES & TAXES at 26.5%		<u>251,889</u>
TOTAL SALARY, FRINGES & TAX		<u>1,202,400</u>

ELMCREST CHILDREN'S CENTER, INC.
NON-SECURE DETENTION
2020 ANNUALIZED EXPENSES - BUDGETED CAPACITY 10 CHILDREN

OTHER EXPENSES:

TRANSPORTATION & WORKERS EXPENSE	5,850
CHILDREN'S ACTIVITIES/RECREATION	7,200
RELATED SCHOOL EXPENSE	7,400
PURCHASE OF HEALTH SERVICES - PHYSICIAN	16,500
PURCHASE OF HEALTH SERVICES - OTHER	12,200
PURCHASE OF SERVICES - SECURITY	48,000
FOOD	32,400
CLOTHING EXPENSE	4,800
BEDDING/LINEN	2,200
SUPPLIES/SM EQUIPMENT/FURNITURE	28,700
RENT- EQUIPMENT	3,600
UTILITIES	19,400
REPAIRS & MAINTENANCE - PLANT	14,200
REPAIRS & MAINTENANCE - EQUIPMENT	5,400
REPAIRS & MAINTENANCE - VEHICLES	12,300
TELEPHONE	8,600
POSTAGE	600
DUES/LICENSES/PERMITS	1,800
OFFICE SUPPLIES	4,700
SUBSCRIPTIONS/PUBLICATIONS	550
CONFERENCE EXPENSE	1,200
ADMINISTRATIVE EXPENSE	5,400
NEWSPAPER ADVERTISEMENTS	900
AUDIT & LEGAL FEES	2,800
INSURANCE	12,400
USE CHARGE PLANT	7,800
USE CHARGE EQUIPMENT	2,900
USE CHARGE VEHICLES	6,800
SUB TOTAL	276,600
TOTAL EXPENSES	1,479,000
TOTAL INCOME	1,479,000
SURPLUS	0

CONTRACT RATE PER BED	550.00
NON-CONTRACTED RATE AT 155%	852.50
CONTRACTED EXCESS RATE AT 10% DISCOUNT	767.25

Oneida County Department of Social Services
Contractor and Contract Staff

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of Elmcrest Children's Center, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name:

Joseph J. Beglia

Signature:

Joseph J. Beglia

Title:

Executive Director

Date:

March 20, 2020

Witness:

Bartee McLaughlin

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

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

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_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 its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social 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 timeframe;
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 timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe 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 timeframes 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

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.