



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

December 26, 2012

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

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AVAILABLE ON WEBSITE ONLY

www.ocgov.net

READ & FILED

We, the undersigned, being members of the Oneida County Board of Legislators 2012-2013 Term of Office, and being members of the Democratic Party, hereby designate Pamela Nash Mandryck as Minority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2013 and terminating on December 31, 2013.

L. L. D. D-14
Michael Cherry
Joseph J. Grogan
Sammy Beaulieu
Chad Davis
Frank Talarmin
[Signature]



Dated: Dec. 21. 2012

*INTRODUCTORY
NO.*

F.N. 2012-480.2

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

*INTRODUCED BY: Mr. Tallarino
2ND BY:*

**RE: APPOINTMENT OF PAMELA MANDRYCK TO THE POSITION OF
MINORITY LEGISLATIVE ANALYST FOR THE BOARD OF LEGISLATORS
GRADE 25M, STEP 9**

WHEREAS, The Rules of the Board of County Legislators of the County of Oneida provide a Minority Legislative Analyst shall be appointed, now, therefore, be it hereby

RESOLVED, That, after duly being so elected by the Minority Party of the Board Pamela Mandryck be and hereby is appointed to serve in the position of Minority Legislative Analyst to the Board of Legislators at Grade 25M, Step 9 (\$41,553, 2013 M-Scale) beginning January 1, 2013.

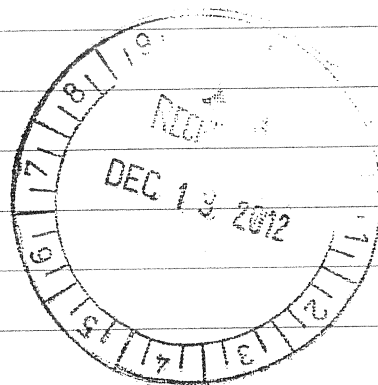
DATED: December 26, 2012

Adopted by the following v.v. vote:
AYES NAYS ABSENT

READ & FILED

12/12/12

Motion to accept ^{738,185} ~~\$676,126~~ from Utica National Insurance Company in settlement of certain claims which Oneida County and ^{Self-Insurance Plan} Utica National have made against each other, and to agree not to exercise the ~~County's~~ ^{Plan} option to extend its current third party administration contract with Utica National beyond its March 15, 2013 expiration date, and to authorize attorney Christopher Whyland to execute an agreement setting forth such settlement terms on the Plan's behalf.



12/12/12

Noem

CHAAD

Yea

Ney

Chad Davis

Harmon Special

Ben Mandel

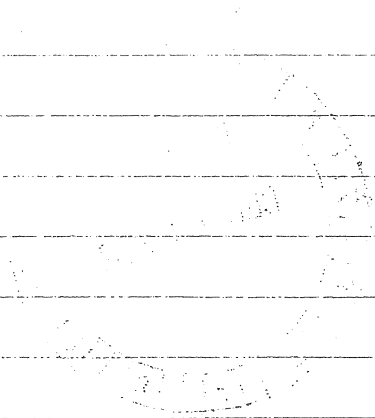
Ronald D. Townsend

Paul D-14

Jan K. Murray

Edward P. Walsh

Steve Leach





ONEIDA COUNTY BOARD OF LEGISLATORS

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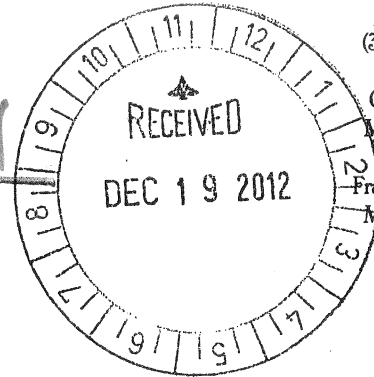
Frank D. Tallarino
Minority Leader

December 19, 2012

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

FN 20 12-484

READ & FILED



Honorable Members:

Pursuant to the recommendation of the Oneida County Agricultural & Farmland Protection Board and to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby appoint the following persons to the Farmland Protection Board:

Brymer Humphreys, Chair
8661 Tibbits Rd, New Hartford, NY 13413

Paul Snider
7221 Quaker Hill Rd.
Ava, NY 13303

Thomas Cassidy
PO Box 353
Barneveld, NY 13304

These appointments are all four (4) year terms and will expire on December 31, 2016.

These appointments do not require Board approval.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD OF LEGISLATORS

GJF:pp

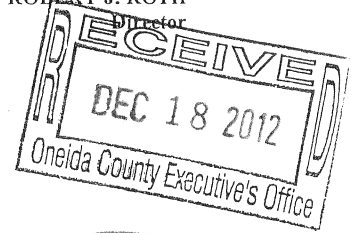
cc: Farmland Protection Board members
County Clerk

ANTHONY J. PICENTE, JR.
County Executive



ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

ROBERT J. ROTH



December 17, 2012

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

FN 20 13 - 001
WAYS & MEANS



Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution #291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Youth Bureau Advisory Board.

Appointment to a Two Year term expiring on 1/31/15

- | | | |
|--|--|--|
| Pastor Mike Ballman
500 Plant Street
Utica, NY 13502 | Todd Grover
623 Healy Avenue
Rome, NY 13440 | David O'Brien
124 East Bacon Street
Waterville, NY 13480 |
| Amy Barok
709 E. Garden Street
Rome, NY 13440 | Elaine Hage
17 Talcott Road
Utica, NY 13502 | Lee Pavlot
1290 Brothertown Road
Waterville, NY 13480 |
| Steve Gigliotti
2216 Portal Road
Utica, NY 13502 | Gary Harvey
503 Woodburn Drive
Utica, NY 13502 | Jolene Rocco
5105 Indian Town Road
Vernon, NY 13476 |
| Thomas Giruzzi
1931 Holland Avenue
Utica, NY 13501 | Gary Heenan
6715 Dix Road
Rome, NY 13440 | Patrick Sullivan
6354 Trenton Road
Utica, NY 13502 |
| Susan Grande
8678 Teugega Point Road
Rome, NY 13440 | Bruce Karam
1105 Columbus Avenue
Utica, NY 13501 | *Peter Caruso
2 Parkway Circle
Utica, NY 13501 |
| Daniel Griffiths
138 St. Mary's Avenue
Clinton, NY 13323 | Ralph Leo
9485 Jaclyn Avenue
Sauquoit, NY 13456 | *Brian Miller
9195 Red Hill Road
New Hartford, NY 13413 |
| | | **Julia Hobika
1104 Parkway East
Utica, NY 13501 |
| | | **Natale Schirripa
1800 Copperfield Street
Utica, NY 13501 |

To insure the Youth Bureau is serving the needs and interests of the youth of this area, we have appointed two (2) youth to the Youth Advisory Board. **Denotes Youth Members.

In compliance with the Oneida County Youth Bureau By-Laws, we have appointed two (2) County Legislators to serve in an ex-officio capacity. One of the legislators is required to be a member of the Health and Human Services Committee. *Denotes County Legislator.

We, therefore, request that you approve these appointments and forward to the County Board of Legislators.

Very truly yours,

Robert J. Roth
Oneida County Youth Bureau Director

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

Anthony J. Picente, Jr.
County Executive

Date

12/18/12

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5780 ♦ Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net

MEMO

FN 20 13 - 002

TO: Anthony Picente Jr., County Executive
Board of Legislators *Tony*

FROM: Joseph J. Timpano, County Comptroller *Joe*

RE: Advanced Refunding Bond Resolution

DATE: December 21, 2012

WAYS & MEANS

As part of my on going duties as County Comptroller, I annually review our current debt portfolio to ascertain any possible refinancing of bonds. Just in the last 6 years, my office has refunded almost \$27M in bonds for a total cash savings of \$1.5M in principal and interest costs.

During my latest research, we have determined that \$16,325,000 in 2003, 2005 and 2006 bonds can be refunded for a total cash savings of about \$715,000. Therefore, I am requesting your assistance in facilitating the passage of the enclosed resolution by the full board of legislators. If adopted, I will monitor the market on a daily basis to determine the correct time to sell the refunding bonds and maximize the County's savings. Under no circumstance, will I let the savings fall below the \$715,000 mark.

Please submit this proposal to the appropriate committees so the full board can act on this transaction at their January 9, 2013 meeting.

As always, thank you for your support and cooperation in the matter.

Cc: Sheryl Brown, Deputy Comptroller
Mike Billard, Clerk of the Board

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

Anthony V. Picente, Jr.
Anthony V. Picente, Jr.
County Executive

Date 12/21/12

Motion Made By _____

RESOLUTION NO. _____

REFUNDING BOND RESOLUTION DATED JANUARY 9, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the County of Oneida, New York (hereinafter, the "County") heretofore issued \$8,749,200 Public Improvement (Serial) Bonds, 2003, pursuant to a bond determination certificate dated April 10, 2003 (the "2003 Bond Certificate"), to finance the cost of various capital items, such Public Improvement (Serial) Bonds, 2003, being dated April 1, 2003, with remaining maturities on April 1 in the years 2013 through 2018, both inclusive (the "2003 Refunded Bonds"); and

WHEREAS, the County also heretofore issued \$14,150,000 Public Improvement (Serial) Bonds, 2005 pursuant to a bond determination certificate dated April 21, 2005 (the "2005 Bond Certificate") to finance the cost of various capital items in and for said County as further described in the 2005 Bond Certificate, such Public Improvement (Serial) Bonds, 2005, being dated April 15, 2005 with remaining maturities on April 15 in each of the years 2013 through 2020, both inclusive (the "2005 Refunded Bonds"); and

WHEREAS, the County also heretofore issued \$18,575,000 Public Improvement (Serial) Bonds, 2006 pursuant to a bond determination certificate dated April 20, 2006 (the "2006 Bond Certificate") to finance the cost of various capital items in and for said County as further

described in the 2006 Bond Certificate, such Public Improvement (Serial) Bonds, 2006, being dated April 15, 2006 with remaining maturities on April 15 in each of the years 2013 through 2021, both inclusive (the "2006 Refunded Bonds", and together with the 2003 Refunded Bonds and the 2005 Refunded Bonds, the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund a portion of the remaining outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law;

NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. For the object or purpose of refunding a portion of the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the

redemption premium to be paid on such Refunded Bonds which are to be called prior to their respective maturities, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$18,000,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$16,085,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-13 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the County Comptroller pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be

issued to refund all, or any portion of, the Refunded Bonds, subject to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the County Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the County by lot in any customary manner of selection as determined by the County Comptroller. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date and as otherwise provided in Securities and Exchange Commission Release No. 34-23856, as the same may be amended from time to time. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the County shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000

each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to DTC, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the County Comptroller as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the County maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the County Comptroller providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the County Comptroller as fiscal agent of the County for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The County Comptroller is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said County, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the County, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form.

The County Comptroller is hereby further delegated all powers of this County Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signature of the County Comptroller, and its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine. It is hereby determined that it is to the financial advantage of the County not to impose and collect from

registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified the Bond Certificates which are incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to

accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit A attached hereto and made a part of this resolution. This County Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The County Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the County Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The County

Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Clerk of the County Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The County Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said County Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the County to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section

90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the County shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the County hereby elects to call in and redeem each Refunded Bond which the County Comptroller shall determine to be refunded at the earliest call date available. The sum to be paid therefor on such redemption date shall be the par value thereof plus the redemption premium, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem

the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The County Comptroller and all other officers, employees and agents of the County are hereby authorized and directed for and on behalf of the County to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 11. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the County Comptroller and all powers in connection thereof are hereby delegated to the County Comptroller.

Section 12. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. A summary of this resolution, which takes effect immediately, shall be published in the official newspaper of said County, together with a notice of the Clerk of the Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: _____, 2013.

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned, Clerk of the Legislature of the County of Oneida, New York, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 9th day of January, 2013, by two-thirds of the voting strength of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of nineteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this _____ day of January, 2013.

Date sent to County Executive: _____

Clerk, County Legislature
County of Oneida

Approved: _____

Date: January ____, 2013

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 9th day of January, 2013.
- 2) That such meeting was a special regular (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the County Legislature of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said County Legislature .
- 5) That all members of the County Legislature of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of January, 2013.

Clerk, County Legislature

(CORPORATE
SEAL)

EXHIBIT A

PRELIMINARY REFUNDING FINANCIAL PLAN

COUNTY OF ONEIDA, NEW YORK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the County Legislature of the County of Oneida, New York, on January 9, 2013, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Dated: Utica, New York

_____, 2013

Clerk, County Legislature

SOURCES AND USES OF FUNDS

County of Oneida, New York
Refunding of Series 2003, 2005 & 2006

Sources:	Refunding of Series 2003	Refunding of Series 2005	Refunding of Series 2006	Total
Bond Proceeds:				
Par Amount	3,115,000.00	5,055,000.00	7,930,000.00	16,100,000.00
Premium	217,236.05	482,669.60	966,707.35	1,666,613.00
	<u>3,332,236.05</u>	<u>5,537,669.60</u>	<u>8,896,707.35</u>	<u>17,766,613.00</u>
Uses:				
	Refunding of Series 2003	Refunding of Series 2005	Refunding of Series 2006	Total
Refunding Escrow Deposits:				
Cash Deposit	0.30	0.24	0.88	1.42
SLGS Purchases	3,288,297.00	5,474,481.00	8,791,807.00	17,554,585.00
	<u>3,288,297.30</u>	<u>5,474,481.24</u>	<u>8,791,807.88</u>	<u>17,554,586.42</u>
Delivery Date Expenses:				
Cost of Issuance	15,478.26	25,118.01	39,403.73	80,000.00
Underwriter's Discount	14,017.50	22,747.50	35,685.00	72,450.00
Bond Insurance	11,027.55	17,895.42	28,073.33	56,996.30
	<u>40,523.31</u>	<u>65,760.93</u>	<u>103,162.06</u>	<u>209,446.30</u>
Other Uses of Funds:				
Additional Proceeds	3,415.44	-2,572.57	1,737.41	2,580.28
	<u>3,332,236.05</u>	<u>5,537,669.60</u>	<u>8,896,707.35</u>	<u>17,766,613.00</u>

BOND PRICING

County of Oneida, New York
 Refunding of Series 2003, 2005 & 2006

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Bond Component:						
	04/01/2013	180,000	2.000%	0.630%	100.234	421.20
	04/01/2014	595,000	2.000%	0.780%	101.420	8,449.00
	04/01/2015	1,625,000	3.000%	1.000%	104.286	69,647.50
	04/01/2016	2,890,000	3.000%	1.190%	105.617	162,331.30
	04/01/2017	2,875,000	4.000%	1.300%	110.928	314,180.00
	04/01/2018	2,870,000	4.000%	1.470%	112.554	360,299.80
	04/01/2019	1,920,000	4.000%	1.580%	114.176	272,179.20
	04/01/2020	1,810,000	4.000%	1.750%	115.101	273,328.10
	04/01/2021	1,335,000	4.000%	1.950%	115.414	205,776.90
		16,100,000				1,666,613.00

Dated Date	01/29/2013	
Delivery Date	01/29/2013	
First Coupon	04/01/2013	
Par Amount	16,100,000.00	
Premium	1,666,613.00	
Production	17,766,613.00	110.351634%
Underwriter's Discount	-72,450.00	-0.450000%
Purchase Price	17,694,163.00	109.901634%
Accrued Interest		
Net Proceeds	17,694,163.00	

BOND DEBT SERVICE

County of Oneida, New York
 Refunding of Series 2003, 2005 & 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2013	180,000	2.000%	100,465.84	280,465.84	
10/01/2013			289,875.00	289,875.00	
12/31/2013					570,340.84
04/01/2014	595,000	2.000%	289,875.00	884,875.00	
10/01/2014			283,925.00	283,925.00	
12/31/2014					1,168,800.00
04/01/2015	1,625,000	3.000%	283,925.00	1,908,925.00	
10/01/2015			259,550.00	259,550.00	
12/31/2015					2,168,475.00
04/01/2016	2,890,000	3.000%	259,550.00	3,149,550.00	
10/01/2016			216,200.00	216,200.00	
12/31/2016					3,365,750.00
04/01/2017	2,875,000	4.000%	216,200.00	3,091,200.00	
10/01/2017			158,700.00	158,700.00	
12/31/2017					3,249,900.00
04/01/2018	2,870,000	4.000%	158,700.00	3,028,700.00	
10/01/2018			101,300.00	101,300.00	
12/31/2018					3,130,000.00
04/01/2019	1,920,000	4.000%	101,300.00	2,021,300.00	
10/01/2019			62,900.00	62,900.00	
12/31/2019					2,084,200.00
04/01/2020	1,810,000	4.000%	62,900.00	1,872,900.00	
10/01/2020			26,700.00	26,700.00	
12/31/2020					1,899,600.00
04/01/2021	1,335,000	4.000%	26,700.00	1,361,700.00	
12/31/2021					1,361,700.00
	16,100,000		2,898,765.84	18,998,765.84	18,998,765.84

SAVINGS

County of Oneida, New York
Refunding of Series 2003, 2005 & 2006

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 01/29/2013 @ 1.5898628%
04/01/2013	56,800.00	280,465.84	-223,665.84		-223,056.67
04/15/2013	270,287.50		270,287.50		269,385.41
10/01/2013	56,800.00	289,875.00	-233,075.00		-230,607.04
10/15/2013	270,287.50		270,287.50		267,260.87
12/31/2013				83,834.16	
04/01/2014	656,800.00	884,875.00	-228,075.00		-223,880.29
04/15/2014	270,287.50		270,287.50		265,153.08
10/01/2014	46,150.00	283,925.00	-237,775.00		-231,561.14
10/15/2014	270,287.50		270,287.50		263,061.92
12/31/2014				74,725.00	
04/01/2015	696,150.00	1,908,925.00	-1,212,775.00		-1,171,766.35
04/15/2015	1,270,287.50		1,270,287.50		1,226,578.53
10/01/2015	34,612.50	259,550.00	-224,937.50		-215,617.48
10/15/2015	250,287.50		250,287.50		239,769.42
12/31/2015				82,862.50	
04/01/2016	684,612.50	3,149,550.00	-2,464,937.50		-2,344,171.12
04/15/2016	2,550,287.50		2,550,287.50		2,423,846.36
10/01/2016	23,075.00	216,200.00	-193,125.00		-182,214.61
10/15/2016	203,475.00		203,475.00		191,861.71
12/31/2016				95,700.00	
04/01/2017	673,075.00	3,091,200.00	-2,418,125.00		-2,263,522.20
04/15/2017	2,503,475.00		2,503,475.00		2,341,972.64
10/01/2017	11,537.50	158,700.00	-147,162.50		-136,667.26
10/15/2017	156,662.50		156,662.50		145,400.17
12/31/2017				94,850.00	
04/01/2018	661,537.50	3,028,700.00	-2,367,162.50		-2,181,005.18
04/15/2018	2,456,662.50		2,456,662.50		2,262,073.27
10/01/2018		101,300.00	-101,300.00		-92,597.52
10/15/2018	109,850.00		109,850.00		100,351.19
12/31/2018				98,050.00	
04/01/2019		2,021,300.00	-2,021,300.00		-1,833,082.51
04/15/2019	2,084,850.00		2,084,850.00		1,889,550.91
10/01/2019		62,900.00	-62,900.00		-56,593.06
10/15/2019	68,687.50		68,687.50		61,762.21
12/31/2019				69,337.50	
04/01/2020		1,872,900.00	-1,872,900.00		-1,671,815.86
04/15/2020	1,943,687.50		1,943,687.50		1,733,935.10
10/01/2020		26,700.00	-26,700.00		-23,645.39
10/15/2020	29,218.75		29,218.75		25,860.05
12/31/2020				73,306.25	
04/01/2021		1,361,700.00	-1,361,700.00		-1,196,404.12
04/15/2021	1,404,218.75		1,404,218.75		1,233,001.99
12/31/2021				42,518.75	
	19,713,950.00	18,998,765.84	715,184.16	715,184.16	662,617.02

Savings Summary

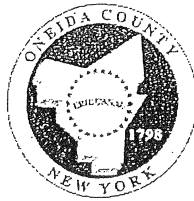
PV of savings from cash flow	662,617.02
Plus: Refunding funds on hand	2,580.28
	665,197.30

SAVINGS

County of Oneida, New York
Refunding of Series 2003, 2005 & 2006

Savings Summary

Net PV Savings	665,197.30
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ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5905 ♦ Fax: (315) 797-3047 ♦ Email: hcldpdesk@ocgov.net

December 12, 2012

FN 20 13 - 003
GOVERNMENT OPERATIONS

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

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 12/30/12

Subject: Contract Amendment Recommendation – Northland Communications MPLS

Dear Mr. Picente:

In the August 2010, Oneida County established a Master Contract with Northland Communications to provide Multi-Protocol Label Switching (MPLS) network connections to Oneida County facilities on West Dominick Street and Griffiss Airport in Rome. In July 2012, the Master Contract was modified to add MPLS service for Child Advocacy Center (CAC), 930 York Street and Women's Infants and Children (WIC), 617 South Street, Utica. Oneida County selected an MPLS solution because:

- It is a modern network solution that handles data efficiently
- It offers a guaranteed connection covered by a Service Level Agreement
- Northland monitors the MPLS connection 24x7 from their Network Operations Center (NOC) so that they can immediately and proactively respond should a connection fail
- It's easy to use and simplifies maintenance – non-County Office Building (COB) users log on to the network, work and print as if they were physically located inside the COB; Network Administrators can more easily address network issues, perform backups and assist users remotely over an MPLS connection

At the time the MPLS Master Contract was put into place in 2010, it was agreed that incremental additions of MPLS sites would be evaluated at the time each new site was identified. I am writing this letter to recommend the addition of new MPLS network connections at:

- Union Station, 321 Main Street, Utica and
- 120 Airline Drive, Oriskany

Union Station and 120 Airline Drive are each currently connected to the County network via Cisco Aironet Wireless devices. These Wireless devices work well most of the time but periodically go "down" causing internet and email outages that interrupt work for employees within these two County facilities including:

- Union Station – Board of Elections, Planning, Probation, Public Defender Criminal and DMV
- 120 Airline Drive – Office for the Aging, Mental Health

If the Aironet Wireless at Union Station were to go "down" at the wrong time on an Election Night, tallying and posting of elections results in a timely manner would be impacted.

In order to waive installation fees of \$600 for Union Station and 120 Airline Drive, Oneida County is being asked by Northland to extend the end date of the existing Master Contract from December 31, 2014 to December 31, 2015. This would increase the value of the existing contract by \$32,191.92. Funding for additional costs associated with upgrades at Union Station and 120 Airline Drive to MPLS in 2013 was planned into the Central Services 1610.492 account. To provide better insight into the remaining value of the existing Northland MPLS Master Contract if no changes are made and compare it to the financial impact of the requested contract modification, the following table is provided for your consideration:

MPLS Contract Summary as of January 1, 2013 - Northland Communications			
<u>MPLS Locations - Existing</u>	<u>Monthly Cost</u>	<u>Months Left on Master Contract</u>	<u>Contract Value</u>
800 Park Ave 50M Fiber and MPLS	\$597.11	18	\$10,747.98
800 Park Ave 10M Dedicated Internet	\$325.00	18	\$5,850.00
300 W. Dominick 3M MPLS	\$387.11	18	\$6,967.98
301 W. Dominick 3M MPLS	\$387.11	18	\$6,967.98
Griffiss Airport 3M MPLS	\$112.11	18	\$2,017.98
CAC 1M MPLS	\$287.11	18	\$5,167.98
WIC 1M MPLS	\$287.11	18	\$5,167.98
			Remaining Contract Value if no changes are made
			\$42,887.88
<u>MPLS Locations - Proposed</u>	<u>Monthly Cost</u>	<u>Months on Master Contract if Modification Accepted</u>	<u>Contract Value</u>
Union Station, 321 Main St 10M MPLS	\$397.11	36	\$14,295.96
120 Airline Dr, Oriskany 10M MPLS	\$497.11	36	\$17,895.96
800 Park Ave 50M Fiber and MPLS	\$597.11	18	\$10,747.98
800 Park Ave 10M Dedicated Internet	\$325.00	18	\$5,850.00
300 W. Dominick 3M MPLS	\$387.11	18	\$6,967.98
301 W. Dominick 3M MPLS	\$387.11	18	\$6,967.98
Griffiss Airport 3M MPLS	\$112.11	18	\$2,017.98
CAC 1M MPLS	\$287.11	18	\$5,167.98
WIC 1M MPLS	\$287.11	18	\$5,167.98
			Contract Value if MPLS Connections are added and existing locations are extended by 18 months
			\$75,079.80
			Additional Contract Cost to be incurred if contract modified
			\$32,191.92

Our Northland Communications MPLS Network connections have been extremely reliable since we began the build-out in 2010. We have experienced numerous outages due to failures of Aironet Wireless devices. In contrast, to date, no outages have been experienced by Oneida County due to an MPLS failure. In order to provide reliable email and internet connections to County Departments located at both Union Station and 120 Airline Drive, I respectfully request your approval of this contract with Northland Communications.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anne B. Hartman", with a long horizontal flourish extending to the right.

Anne B. Hartman
Director, Central Services

Attachments:

1. 3 Copies of Northland Contract signed by Northland
2. 3 Copies of Oneida County Standard Clauses Addendum signed by Northland
3. Northland MPLS Service Level Agreement
4. Northland Contract dated July 2012



Northland Communications
Dedicated Internet and MPLS Services
Service Level Agreement (SLA)
03/30/2010

Introduction

Northland's Service Level Agreement (SLA) specifies guaranteed minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

I. Service Availability Guarantee

Northland guarantees 100 percent Service Availability to customers with Dedicated Internet service or MPLS services managed by Northland,

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for 10 consecutive minutes, the service is considered to be in a "network outage" situation. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland may issue a credit (see credits below) based on the length of the outage. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, failure of telco circuits, power failures or failure of any customer premises equipment obtained from a source other than Northland are not covered by this Service Availability Guarantee and are not eligible for compensation. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit. For Northland products that are not supported 24/7, credits may only apply for outages that occur during business hours.

For any outage that occurs during business hours, (Mon-Fri 8am – 6pm), Northland will provide 1 day of credit for each complete hour of the outage. During non business hours (nights, weekends and holidays), Northland will provide 1-day credit for any outage lasting more than 1 hour. A maximum of 15 days of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

II. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	45ms
NorthAir Wireless	80ms

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).



III. Packet Loss

"Packet Loss" is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	.05%
NorthAir Wireless	1%

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

IV. Jitter

"Jitter" is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. This measurement is guaranteed to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	2ms
NorthAir Wireless	150ms

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).



Eligible Service Credits

Credits are based on Internet or MPLS bandwidth charges only and only apply to the specific circuit or affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set-up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

Service Credit Process:

Filing Period

Claims for service availability must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.

Claim Process

Customer must submit the required information by electronic mail to: sla-claims@northlandcom.com. Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.

Required Information

The claim must include the following information:

- a. Organization name
- b. Administrative Contact's name and contact information
- c. Date and beginning/end time of outage or failed metric
- d. Brief description of the characteristics of the outage or failed metric.

Credit Process

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

Policy Change

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.



1 Depot Park Dr., 5th Floor, Syracuse, NY 13204
 Phone: (315) 571-5200 Fax: (315) 571-0580

317 Court St., Utica, NY 13502
 Phone: (315) 824-2000 Fax: (315) 824-0288

NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY

Effective May 29, 2012, Northland Communications and Oneida County will enter into the following agreement for the period of 26 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: N/A

VOICE/FACILITY SERVICE				ORDER INFORMATION	
<u>Units</u>	<u>Service</u>	<u>Rate</u>	<u>Monthly</u>	<u>Install Charge</u>	<input type="checkbox"/> New Contract
1	20M Fiber Local Loop - 800 Park Ave., Utica, NY	\$ 400.00	\$ 400.00	N/A	The terms for the services contained in this contract are effective at such time services are available for customer use. <input checked="" type="checkbox"/> Existing Contract (Addendum) Northland Communications will amend the existing agreement dated July 9, 2010. All terms and conditions of the original contracted dated July 9, 2010 will apply. Extend existing contract to July 31, 2014. Incorporate: Extend existing contract to: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Schedule A Terms and Conditions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Internet-Installation Process
1	3M Local Loop - 300 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A	
1	3M Local Loop - 301 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A	
1	1M Local Loop - 617 South St., Utica NY	\$ 199.00	\$ 199.00	N/A	
1	1M Local Loop - 930 York St., Utica NY	\$ 199.00	\$ 199.00	N/A	
PRIVATE DATA NETWORK				CANCELLATION OF CIRCUITS	
Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.				Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.	
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>	<u>Initials</u>	<u>Date</u>
MPLS Data Network (20M Fiber) - 800 Park Ave, Utica, NY		\$ 197.11	N/A		
MPLS Data Network (3M) - 300 W Dominick St., Rome, NY		\$ 112.11	N/A		
MPLS Data Network (3M) - 301 W Dominick St., Rome, NY		\$ 112.11	N/A		
MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY		\$ 112.11	N/A		
MPLS Data Network (1M) - 617 South St., Utica, NY		\$ 88.11	\$ 300.00		
MPLS Data Network (1M) - 930 York St., Utica, NY		\$ 88.11	\$ 300.00		
INTERNET				ADDITIONAL INFORMATION	
Northland Communications will provide dedicated Internet access using IP routing.				Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services. Additional installation charges may apply for inside wiring beyond the Telco demarcation location. Taxes and surcharges are not included in the pricing.	
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>	<u>Initials</u>	<u>Date</u>
10M Dedicated Internet - 800 Park Ave., Utica, NY		\$ 325.00	N/A		
COLOCATION				VENDOR INFORMATION	
Northland will provide colocation service, whereby Northland will provide rack space, power, cooling and network connectivity (internet or MPLS) to servers or network devices provided by the customer. Northland is not responsible for maintaining equipment or software provided by the customer. Northland does not provide any insurance on any equipment at a customer colocation in its data centers. Northland is not liable for any loss of equipment or business in any event.				All vendor related charges are the responsibility of the customer, if required.	
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>	<u>Initials</u>	<u>Date</u>
1st Rack Unit Co-Location	N/A	\$ -	\$ -		
2nd Rack Unit Co-Location		\$ -	\$ -		
<u>Signature</u>		<u>Monthly</u>	<u>Install Charge</u>	<u>Initials</u>	<u>Date</u>
<u>Signature</u>				<u>Signature</u>	<u>Date</u>
				Susan Maguire	5-29-12
				Northland Authorized Signature	Date

APPROVED AND FORWARDED
 ONEIDA COUNTY ATTORNEY
 By Walter J. Amora

Oneida Co. Department: Central Services

Competing Proposal – N/A
Only Respondent – N/A
Sole Source RFP - N/A

Oneida County Board of Legislators

Name of Proposing Organization: Central Services Department

Title of Activity or Service: MPLS and Internet

Proposed Dates of Operation: January 1, 2013 for 36 months

Client Population/Number to be Served: Employees located at 300 & 301 W. Dominick , Griffiss, CAC, WIC, Union Station and 120 Airline Drive.

Summary Statements:

- 1. Narrative Description of Proposed Services:** Network Data Services and Internet
- 2. Program/Service Objectives and Outcomes:** Efficient Communications across County Network
- 3. Program Design and Staffing :** N/A

Total Funding Requested: \$75,079.80

Account #: 1610.492

Oneida County Dept. Funding Recommendation: Funded via 1610 account.

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

Cost per Client Served: N/A

Past Performance Data: Northland MPLS connections have proven highly reliable since inception in 2010.

O.C. Departmental Staff Comments: Recommend contract based on superior past performance.



1 Dupont Park Dr, 5th Floor, Syracuse, NY 13204
 Phone: (315) 571-5200 Fax: (315) 571-0360
 317 Court St, Utica, NY 13502
 Phone: (315) 524-2000 Fax: (315) 524-0355

NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY CENTRAL SERVICES

Effective January 1, 2013, Northland Communications and Oneida County Central Services will enter into the following agreement for the period of 36 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: N/A

VOICE/FACILITY SERVICE					ORDER INFORMATION	
<u>Units</u>	<u>Service</u>	<u>Rate</u>	<u>Monthly</u>	<u>Install Charge</u>	<input type="checkbox"/>	New Contract
1	50M Fiber Local Loop - 800 Park Ave., Utica, NY	\$ 400.00	\$ 400.00	N/A	The terms for the services contained in this contract are effective at such time services are available for customer use.	
1	3M Local Loop - 300 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A	<input checked="" type="checkbox"/> Existing Contract (Addendum)	
1	3M Local Loop - 301 W Dominick St., Rome, NY	\$ 275.00	\$ 275.00	N/A	Northland Communications will amend the existing agreement dated July 9, 2010. All terms and conditions of the original contracted dated July 9, 2010 will apply. Extend existing contract to December 31, 2015.	
1	1M Local Loop - 617 South St., Utica NY	\$ 199.00	\$ 199.00	N/A	Incorporate: Extend existing contract to:	
1	1M Local Loop - 930 York St., Utica NY	\$ 199.00	\$ 199.00	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Schedule A Terms and Conditions	
1	10M Local Loop - 120 Airline Dr., Oriskany, NY	\$ 300.00	\$ 300.00	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Internet Installation Process	
1	10M Local Loop - 321 Main St., Utica, NY	\$ 200.00	\$ 200.00	N/A		
PRIVATE DATA NETWORK					CANCELLATION OF CIRCUITS	
Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.					Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.	
<u>Service</u>					<u>Initials</u> _____ <u>Date</u> _____	
MPLS Data Network (50M Fiber) - 800 Park Ave, Utica, NY					ADDITIONAL INFORMATION	
MPLS Data Network (3M) - 300 W Dominick St., Rome, NY					Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services.	
MPLS Data Network (3M) - 301 W Dominick St., Rome, NY					Additional installation charges may apply for inside wiring beyond the Telco demarcation location.	
MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY					Taxes and surcharges are not included in the pricing.	
MPLS Data Network (1M) - 617 South St., Utica, NY					<u>Initials</u> _____ <u>Date</u> _____	
MPLS Data Network (1M) - 930 York St., Utica, NY					VENDOR INFORMATION	
MPLS Data Network (10M) -120 Airline Drive, Oriskany, NY					All vendor related charges are the responsibility of the customer, if required.	
MPLS Data Network (10M) - 321 Main St., Utica, NY					<u>Initials</u> _____ <u>Date</u> _____	
Install Waived <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					CUSTOMER AGREEMENT	
INTERNET					I agree to the terms and conditions of this Service Agreement.	
Northland Communications will provide dedicated Internet access using IP routing.					Customer Name & Title	
<u>Service</u>					<u>Signature</u> _____ <u>Date</u> _____	
10M.Dedicated Internet - 800 Park Ave., Utica, NY					Susan McGowan 12-13-2012	
<u>Service</u>					Northland Authorized Signature _____ <u>Date</u> _____	
10M.Dedicated Internet - 800 Park Ave., Utica, NY					_____ <u>Date</u> _____	
<u>Signature</u> _____ <u>Date</u> _____						

**NORTHLAND COMMUNICATIONS
STANDARD TERMS AND CONDITIONS**

The parties hereby mutually agree as follows:

Incorporation of Tariffs: The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement.

Financial Responsibility: Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of the invoice date, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

Terms and Conditions for Voice / Facility Services, Private/ Data Network & Internet Services: Customer agrees to follow standard Acceptable Use Policy (AUP) Guidelines (<http://www.dreamscape.com/aup>).

Termination Charges: Should the customer choose to deactivate any service before the end of the contract term, the customer will incur one or both of the cost considerations outlined below:

1. An early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on page 1 of 2 on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term.
2. Upon termination of part of a bundle of services, which may include local usage, long distance, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term.

Liability of NC: The liability and obligation of the carrier to the Customer may be specifically controlled and limited by such tariffs, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of

services be liable to customer for any special, consequential or incidental damages.

General Provisions: Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. Neither party may assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of the other party which shall not be unreasonably withheld. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do limit the content of the respective paragraphs hereof.

Network Equipment: Provision of NC services to Customer may require the installation of channel banks/data equipment. Unless otherwise contracted in writing by both parties equipment will remain the property of NC. Upon termination of service, the said channel bank/data equipment will be returned to Northland Communications. Should equipment not be returned in working condition (reasonable wear and tear accepted) customer must pay replacement cost.

Customer Proprietary Network Information (CPNI): CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland Communications has a duty, under Federal Law, to protect the confidentiality of CPNI.

We may use or share your CPNI information with our affiliates, agents, and contractors solely for the purpose of developing or bringing to your attention any products or services. You have the right to deny our use of your CPNI for these purposes, or to "opt-out". Denying approval for us to use your CPNI will not affect your services. Granting approval will enhance our ability to offer you new products and services tailored to your needs.

(Company Name)

(Signature)

(Date)

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Dee J Ann

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

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

120 AIRLINE DR. ORISKANY NY 13424
321 MAIN ST. UTICA, N.Y. 13501

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

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

County of Oneida

Contractor *NORTHLAND COMMUNICATIONS*

By: _____

By: *Susan Migliore*
Name: _____

Oneida County Executive

Approved as to Form only

Drew J Ann

Oneida County Attorney

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

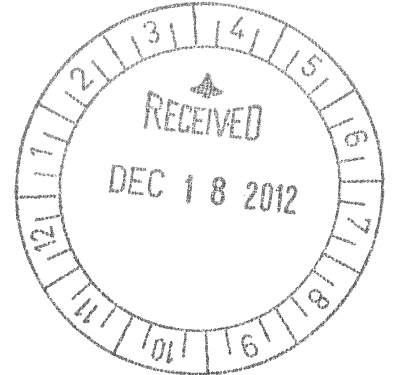
F. RICHARD GIFFORD, II
Commissioner of Aviation

FN 20 13 - 004
AIRPORT

November 30, 2012

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

WAYS & MEANS



Re: Design of Federal Inspection Station (FIS) Facility

Dear County Executive Picente,

In anticipation of funding, the Department of Aviation is submitting for approval of a Consultant agreement with C&S Engineers, Inc. for the design of an FIS Facility to accommodate Customs and Border Protection (CBP) staff to clear international flight crews and up to 20 international passengers arriving at the County Airport. C&S Engineers, Inc.'s, maximum amount payable under this agreement is \$122,000.00.

This contract was reviewed and approved by the Oneida County Board of Acquisition and Contract on November 28, 2012.

The Oneida County Board of Legislators designated C&S Companies as an approved Airport Consultant (F.N. 2009-#348).

C&S will provide professional Design Services for an FIS building of approximately 3,000 square feet. The building design shall include all plumbing, HVAC, fire protection, mechanical and electrical systems. Building shall include all spaces and equipment as required by CBP. Services include letter update of Environmental Assessment (EA) and State Environmental Quality Review (SEQR) approvals.

Please consider acceptance of the agreement from C&S Engineers for \$122,000.00 for providing necessary consultant services associated with the design for the FIS facility at Griffiss International Airport. At present, this project will be funded 100% with County dollars.

If you concur, please forward to the Board Legislators for consideration.

Sincerely,

F. Richard Gifford II
F. Richard Gifford, II
Commissioner of Aviation

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 12/18/12

Oneida County Department: Aviation

Competing Proposal x
Only Respondent _____
Sole Source RFP _____

Oneida County - Contract Summary

Name of Proposing Organization: C&S Engineers

Title of Activity or Service:
Professional Design services for a
Federal Inspection Station

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

Summary Statements:

1) Narrative Description of Proposed Services:

C&S will provide professional Design Services for a Federal Inspection Station

2) Program/Service Objectives and Outcomes:

C&S will provide Drawings and Specification for the future Federal Inspection Station

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$122,000

**Oneida County Department Funding
Recommendation:**

Account #

Proposed Funding Source:	Federal \$ _____	State \$ _____	County \$ 122,000 _____
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Cost Per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments: Approved at A&C on 8-29-2012

LUMP SUM
CONSULTANT AGREEMENT
FOR
DESIGN OF THE
FIS FACILITY PROJECT
AT
GRIFFISS INTERNATIONAL AIRPORT
ROME, NEW YORK

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LUMP SUM CONSULTANT AGREEMENT

FOR

DESIGN SERVICES

**PROJECT: FIS Facility Project
Griffiss International Airport**

This Agreement, made effective this _____ day of _____, 2012, is by and between the County Of Oneida, a New York Municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C & S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule "A", which is attached hereto and made a part hereof (the "Basic Services").

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services, a lump sum fee of \$122,000, which covers salaries of employees assigned to the Project, all indirect costs, all direct expenses, and profit. The maximum fee under this Agreement cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT's lump sum fee is prescribed in Schedule "B", which is attached hereto and made a part hereof.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Basic Services will be based upon the CONSULTANT's estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the

time schedule and compensation set forth in Schedule "B" hereto shall be equitably adjusted to compensate for the period of suspension.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule "A". The time for completion of the Basic Services under this Agreement, subject to the provisions of Articles 12, 13, and 23 hereof, shall be as recorded in Schedule "A".

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the CONSULTANT's standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Wage Schedule applicable at the time field survey services are performed, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NOT USED

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments

thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B") shall be set forth in such Supplemental

Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons the Project, then the provisions of paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. **PAYMENTS UPON TERMINATION**

1. **For Cause:**

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable

Expenses.

- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" hereto measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. **For convenience**

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutively or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—NOT USED

ARTICLE 19—NOT USED

ARTICLE 20—NOT USED

ARTICLE 21—MISCELLANEOUS

A. The CONSULTANT shall require all persons employed to perform services hereunder, including its

subconsultants or subcontractors, vendors, agents, officers, and employees; to comply with applicable laws in the jurisdiction in which the Project is located.

- B. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above, and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS AND VENDORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent that such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph (A) above, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written.

SPONSOR

Oneida County, New York

By: _____
Hon. Anthony J. Picente

Title: County Executive

Date: _____

CONSULTANT

C & S Engineers, Inc.

By: _____
Jeffrey D. Palin, P.E.

Title: Manager, Facilities Services Group

Date: 11/7/12

SCHEDULE A1

SCOPE OF WORK

Project Title: FIS Facility Project
Airport Name: Griffiss International Airport
Services Provided: Design

Project Description:

The CONSULTANT shall provide required services to design an approximately 3,000 sf FIS facility to support CBP operation at Griffiss International. (the "Project"). The Project will be performed and constructed by the SPONSOR without any grant assistance.

The Oneida County Department of Aviation has met with CBP and has determined the benefit to having a FIS facility at the airport instead of transporting an agent from Syracuse, NY.

Project generally involves the construction of a single-story FIS Building approximately 3,000 S.F. in size. Building shall include plumbing, HVAC, fire protection, mechanical and electrical systems. Building shall include office space, administration space, commons area, baggage claim, toilet facilities, screening and waiting areas and required CBP equipment.

Obtaining NEPA and SEQR environmental approval includes a letter update of the current Environmental Assessment previously approved by the FAA and the State SEQR process. Additional environmental effort required by the FAA or New York State is in not included in this contract.

In addition project involves site work including the extension of existing utilities such as gas, water, cable, and telephone.

Professional services to be provided by the CONSULTANT shall include architectural, civil, electrical, structural, mechanical, plumbing, geotechnical, fire protection and HVAC engineering services, as applicable, required to accomplish the following items ("Basic Services"):

The Consultant shall evaluate the feasibility of this project, based upon the Consultant's experience as a design professional, and keep the Sponsor apprised during each phase of the Project of the results of such evaluation. The Consultant shall advise the Sponsor as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.

The project schedule is anticipated to be as follows:

	<u>Anticipated Completion Date</u>
Contract Execution	December 10, 2012
Notice to Proceed Design (NTP)	December 28, 2012
Preliminary Design	February 25, 2013
Final Design	April 17, 2013
Quality Control Reviews, 100% Submittal	April 24, 2013
Advertise	April 30, 2013
Receive Bids	April 21, 2013
Contract Award	May 20, 2013
Pre-construction meeting	May 27, 2013
NTP	June 3, 2013

Services to be provided by the CONSULTANT shall include environmental, architectural, mechanical, electrical and structural services, as applicable, required to accomplish the following items ("Basic Services"):

DESIGN DEVELOPMENT PHASE

The design development phase is intended to further refine and describe the size and character of the project including architectural, structural, mechanical, and electrical systems as well as site/civil elements. Specific items of work shall include:

1. Architectural Design/Documentation
 - Develop building floor plans, sections and elevations
 - Define typical construction details
 - Develop materials section list
 - Define equipment layout
 - Perform code review based on current NYS building code and applicable ADA standards

2. Structural Design/Documentation
 - Establish basic structural system and dimensions
 - Establish structural design criteria
 - Review previously obtained geotechnical information
 - Establish foundation design criteria
 - Develop preliminary size of major structural components
 - Coordinate critical clearance requirements
 - Outline specifications
 - Outline material list

3. Mechanical Design/Documentation
 - Develop approximate equipment sizes and capacities for heating, ventilation, and cooling
 - Develop equipment layout
 - Develop plumbing fixture layout and pipe routing
 - Develop fire protection system
 - Further define equipment space requirement
 - Establish clearances and chases for mechanical equipment
 - Address energy conservation measures

4. Electrical Design/Documentation
 - Establish utility service and distribution
 - Coordinate with local utility companies
 - Develop parking lot lighting plan and photometrics
 - Develop fire detection and alarm systems
 - Develop security system
 - Develop communication system
 - Identify space requirements
 - Develop interior lighting plan and photometrics
 - Establish approximate sizes of major electrical components
 - Identify clearances and chases required

5. Civil Design/Documentation
 - Utilize topographic survey obtained
 - Utilize geotechnical information obtained and obtain additional data as needed
 - Prepare and submit a stormwater pollution prevention plan and Notice of Intent as required to construct this project
 - Letter update to NEPA and SEQR.
 - Develop preliminary construction details and materials

- Develop traffic circulation and parking plan for building parking area
- Develop drainage system
- Coordinate with local utilities companies for services

6. Submittal

- Prepare preliminary contract drawings for all disciplines providing sufficient detail for review of design concepts by Sponsor and CPB.
- Prepare general specifications and develop preliminary technical specifications expected for each discipline
- Update probable construction cost to reflect the preliminary project design.
- Schedule and conduct a review meeting with the SPONSOR to discuss and resolve comments

CONTRACT DOCUMENT PHASE

The work included under this phase shall generally consist of all work required to furnish the SPONSOR with a set of final Plans, and Specifications.

The specific items of work shall include:

1. Architectural Design

- Finalize building plans, sections and elevations
- Finalize material selection
- Finalize equipment layout
- Finalize typical construction details
- Finalize technical specifications

2. Structural Design

- Finalize structural system and dimensions
- Finalize structural design criteria
- Finalize foundation design
- Finalize engineering calculations
- Finalize technical specifications
- Finalize drawings and details

3. Mechanical Design

- Finalize equipment sizes and capacities
- Finalize equipment layout
- Finalize pipe routing
- Finalize duct routing
- Finalize space requirement
- Finalize acoustical control
- Finalize engineering calculations
- Finalize technical specifications
- Finalize drawings and details

4. Electrical Design

- Finalize exterior lighting layout and fixtures
- Finalize fire detection and alarm systems locations and fixtures
- Finalize interior lighting layout and fixtures
- Finalize security system

- Finalize communication system
 - Finalize electrical requirements
 - Finalize space requirements
 - Finalize technical specifications
 - Finalize drawings and details
5. Civil Design
- Finalize plan profile and geometric of vehicle parking and access
 - Finalize construction materials
 - Finalize utility routes
 - Finalize drainage design and calculations
 - Prepare on behalf of the SPONSOR FAA Form 7460-1
 - Finalize technical specification
 - Finalize drawings and details
6. Final Submittal
- Prepare draft final contract documents and submit to SPONSOR for final review and comment.
 - Schedule and conduct a draft final review meeting to discuss and resolve SPONSOR comments.
 - Develop construction phasing and operations plan, which limits interference of the construction with airport and tenant operations.
 - Update probable construction cost to reflect the preliminary project design.
 - Reproduce and submit sufficient copies of Contract Documents to the SPONSOR for bidding purposes.

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.
4. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon SPONSOR's request or if the contractor has no past working relationship with the CONSULTANT or the SPONSOR.
5. Prepare final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter.
6. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan; review contractor's

submission with SPONSOR; coordinate SPONSOR's execution of the contract; and assist in distributing copies of executed contracts to the contractor.

7. Coordinate Notice to Proceed (NTP) for construction. Prepare a sample NTP letter for the SPONSOR to send to the contractor.

LIMITED CONSTRUCTION CONTRACT ADMINISTRATION PHASE

1. NOT INCLUDED.

END OF SCHEDULE



ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" DESIGN PHASE

PROJECT NAME: FIS Facility
 PROJ DESCRIPTION: Design and Bidding

DATE: 08-Oct-12
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146
 C&S CONTACT: Ralph Napolitano

CLIENT: Oneida County DOA
 CLIENT MANAGER: Chad Lawrence

I. ESTIMATE OF DIRECT SALARY COSTS:		MAXIMUM	AVERAGE	ESTIMATED	ESTIMATED		
TITLE		RATE OF PAY	RATE OF PAY	HOURS	COST		
		(\$/HR)	(\$/HR)	@			
						\$542.00	
A.	SERVICE GROUP MANAGER	\$74.30	\$67.70	X	8	=	\$2,954.00
B.	DEPARTMENT MANAGER	\$61.20	\$56.80	X	52	=	\$196.00
C.	MANAGING ENGINEER	\$53.20	\$49.10	X	4	=	\$0.00
D.	CHIEF/PRINCIPAL ENGINEER	\$59.80	\$57.10	X	0	=	\$8,206.00
E.	SENIOR PROJECT ENGINEER	\$44.30	\$42.30	X	194	=	\$5,491.00
F.	PROJECT ENGINEER	\$41.60	\$37.10	X	148	=	\$1,288.00
G.	ENGINEER	\$41.50	\$32.20	X	40	=	\$0.00
H.	STAFF ENGINEER	\$32.80	\$28.40	X	0	=	\$0.00
I.	SENIOR DESIGNER	\$37.90	\$31.90	X	0	=	\$0.00
J.	DESIGNER	\$31.20	\$26.30	X	200	=	\$4,540.00
K.	CADD OPERATOR	\$26.60	\$22.70	X	24	=	\$518.00
L.	ADMINISTRATIVE ASSISTANT	\$24.50	\$21.60	X	24	=	\$0.00
M.	GRANTS ADMINISTRATOR	\$38.00	\$36.10	X	0	=	\$0.00
N.	MANAGER AIRPORT PLANNING	\$57.00	\$54.30	X	0	=	\$1,322.00
O.	SENIOR PLANNER	\$54.60	\$47.20	X	28	=	\$0.00
P.	PLANNER	\$32.80	\$31.20	X	0	=	\$0.00
Q.	STAFF PLANNER	\$32.80	\$28.40	X	0	=	\$6,101.00
R.	SENIOR/MANAGING ARCHITECT	\$52.40	\$49.20	X	124	=	\$1,580.00
S.	PROJECT ARCHITECT	\$41.50	\$39.50	X	40	=	\$0.00
T.	MANAGING GEOLOGIST (SOILS ENG)	\$56.80	\$54.10	X	0	=	\$728.00
U.	GEOLOGIST	\$27.40	\$26.00	X	28	=	\$1,324.00
V.	ENVIRONMENTAL SCIENTIST	\$34.70	\$33.10	X	40	=	\$0.00
W.	SENIOR CONSTRUCTION SUPERVISOR	\$65.90	\$62.80	X	0	=	\$0.00
X.	CONSTRUCTION SUPERVISOR	\$47.60	\$45.30	X	0	=	\$0.00
Y.	RESIDENT ENGINEER	\$49.20	\$41.40	X	0	=	\$0.00
Z.	CHIEF INSPECTOR	\$37.10	\$35.40	X	0	=	\$0.00
AA.	SENIOR INSPECTOR	\$32.80	\$29.30	X	0	=	\$0.00
BB.	INSPECTOR	\$31.20	\$26.20	X	0	=	\$0.00
CC.	JUNIOR INSPECTOR	\$21.80	\$20.80	X	0	=	\$0.00
DD.	SENIOR TECHNICAL ADMINISTRATOR	\$33.60	\$31.90	X	0	=	\$0.00
EE.	PARTY CHIEF	\$56.10	\$53.70	X	0	=	\$0.00
FF.	SURVEYOR I	\$52.80	\$50.40	X	0	=	\$0.00
GG.	SURVEYOR II	\$52.80	\$50.40	X	0	=	\$0.00
TOTAL ESTIMATED DIRECT SALARY COST:							\$34,790.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
 (AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
 OF DIRECT SALARY COST):

166.00%

\$57,751.00

\$92,541.00

III. SUBTOTAL OF ITEMS I & II:

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	5 TRIPS @	100 MILES/TRIP @	\$0.555 =	\$277.50	
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00	
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$123.00 =	\$0.00	
D.	MISCELLANEOUS:				<u>\$224.98</u>	\$502.48

TOTAL ESTIMATE OF DIRECT EXPENSES:

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$13,881.15
				<u>\$75.37</u>
B.	DIRECT EXPENSES:	15%	(OF IV.)	\$13,956.52

TOTAL FIXED FEE:

VI. SUBCONTRACTS:

A.	ESTIMATE OF GEOTECHNICAL AND SURVEY:	\$15,000.00
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VII. TOTALS:

A.	MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$122,000.00</u></u>
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SCHEDULE "C"

C&S ENGINEERS, INC
AGREED OVERHEAD
FYE 12/31/10

	ALLOWABLE COST	% OF DIRECT LABOR
SALARY OVERHEAD (PAYROLL BURDEN)		
Vacation & Holiday	2,000,000.00	15%
Sick & Personal	306,000.00	2%
FICA Taxes	1,700,000.00	12%
U. E. Taxes	235,000.00	2%
WC Insurance	130,000.00	1%
Group Insurance	1,500,000.00	11%
Bonus	1,600,000.00	12%
Employee Benefits	700,000.00	5%
Payroll Preparation	45,000.00	0%
 TOTAL SALARY OVERHEAD	 8,216,000.00	 60%
 GENERAL & ADMINISTRATIVE OVERHEAD		
Indirect Labor	2,700,000.00	20%
Clerical & Administrative	2,200,000.00	16%
Project Development	2,600,000.00	19%
Training & Recruitment	300,000.00	2%
Office Supplies & Equipment Leases	1,814,000.00	13%
Travel & Auto Expenses	925,000.00	7%
Insurance	250,000.00	2%
Depreciation	780,000.00	6%
Rent , Janitorial, & Maintenance	1,830,000.00	13%
Utilities	190,000.00	1%
Telephone	380,000.00	3%
Dues & Fees	400,000.00	3%
Workshops, Seminars, & Education	125,000.00	1%
Legal & Accounting	90,000.00	1%
TOTAL GENERAL & ADMINISTRATIVE	14,584,000.00	106%
 TOTAL OVERHEAD	 22,800,000.00	 166%
 TOTAL DIRECT LABOR	 13,700,000.00	

**SCHEDULE H
AIRPORT AID PROGRAM**

Contractor Contractual Requirements

Civil Rights Act of 1964, Title VI – 49 CFR Part 21

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

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Disadvantaged Business Enterprise (DBE) Assurances
49 CFR Part 26**

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

Airport and Airway Improvement Act of 1982, Section 520
General Civil Rights Provisions
49 U.S.C. 47123

The contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Access to Records and Reports
49 CFR Part 18.36(i)

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Rights to Inventions
49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Lobbying and Influencing Federal Employees
49 CFR Part 20, Appendix A

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Trade Restriction Clause
49 CFR Part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Termination of Contract 49 CFR Part 18.36(i)(2)

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Breach of Contract Terms 49 CFR Part 18.36

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Davis – Bacon Act Provisions

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision(s) shall be posted by the contractor at the site of the work in a prominent place where it (they) can be easily seen by the workers. For the purpose of this paragraph, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subparagraph 4 below. Also for the purpose of this paragraph, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period [29 CFR 5.5(a)(1)(i)].
2. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination(s), and a report of the action taken shall be sent by the SPONSOR to the FAA for approval and transmittal to the Secretary of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for final determination [29 CFR 5.5(a)(1)(ii)].
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination [29 CFR 5.5(a) (1)(iii)].
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Special Grant Condition

Office of Management and Budget issued Memorandum M-08-03 implementing Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. 7104(g)).

TRAFFICKING IN PERSONS:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

END OF SCHEDULE

SCHEDULE I

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

A. Standard Clauses For All New York State Contracts (Appendix A).

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

1. Executory Clause. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. Non-Assignment Clause. In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. Comptroller's Approval. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. Worker's Compensation Benefits. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. Non-Discrimination Requirements. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239, thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. Wage and Hours Provisions. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. Non-Collusive Bidding Requirement. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 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 Contractor's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
9. Set-Off Rights. The State shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. Identifying Information and Privacy Notification:
 - (a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employee identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
 - (b) Privacy Notification.
 - (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. Equal Employment Opportunities For Minorities And Women. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

13. Conflicting Terms. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. Governing Law. This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. Late Payment. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. Omnibus Procurement Act of 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St --7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from: NYS Department of Economic Development Division of Minority and Women's Business Development 30 South Pearl St --2nd Floor Albany, New York 12245 Telephone: 518-292-5250 Fax: 518-292-5803 <http://www.empire.state.ny.us> The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

jurisdictions subject to this provision.

22. Compliance with New York State Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).
23. Compliance with Consultant Disclosure Law. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
25. Certification of Registration To Collect Sales And Compensating Use Tax By Certain State Contractors, Affiliates And Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

END OF SCHEDULE

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

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

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

County of Oneida

By: _____

Oneida County Executive

Contractor

By: _____

Name: _____

Approved as to Form only

Oneida County Attorney



MOHAWK VALLEY COMMUNITY COLLEGE

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

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

FN 20 13 - 005

**ECONOMIC DEVELOPMENT
& TOURISM**

December 18, 2012

Honorable Anthony Picente
County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 12/30/12

Dear Mr. Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Association of Mohawk Valley Administrators and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is well within the parameters set forth by the MVCC Board of Trustees. With savings from the concessions, the three year average net cost as percentage of payroll for this unit is 1.42%.

BACKGROUND

Mohawk Valley Community College began negotiations with the Association of Mohawk Valley Administrators on March 10, 2011. From March, 2011 through August 2011 the parties participated in six (6) negotiations sessions. In September 2011, impasse was declared and a mediator was assigned. The first mediation session was held in October 2011 and the last mediation session (with a total of 3) was in August 2012. In October 2012 the parties came back to the table to negotiate and reached a tentative agreement in November 2012 of which AMVA membership approved last week.

NON-FINANCIALS

Incorporation of prior memoranda of agreement – The parties shall incorporate prior memoranda of agreement into the collective bargaining agreement concerning assistant deans/MVCC academic reorganization and the parties, ongoing joint committee.

FINANCIALS

Salary Adjustments

Year 1 – 2011-2012 no increase to base salary and a one-time payment of \$700 to bargaining unit members not added to base salary.

Year 2 – 2012-2013 all bargaining unit members will receive \$1,850 added to their base salary. Approximately 2.79% of AMVA base salaries.

Year 3 – 2013-2014 all bargaining unit members will receive \$1,850 added to their base salary. Approximately 2.78% of AMVA base salaries.

Health Insurance

Waiver/buyout - effective January 1, 2013: \$600 annually for individual and \$1200 annually for a family. Current waiver amounts are \$300 annually for individual and \$750 annually for a family.

Health Reimbursement Account (Benefit Year 2012 only) –

AMVA filed an Improper Practice Charge with PERB against the College for changing the health and prescription plans effective January 1, 2012. These plan changes saved the College approximately \$70,000 for 2012.

Promotion Compensation

Effective with and retroactive to the 2011-2012 fiscal year, (a) a fourth promotion step will be added, and (b) promoted employees will receive upon promotion to each higher level the following increase in base salary:

- Level 1 to Level 2 \$1,500 (was \$1,000 added to base)
- Level 2 to Level 3 \$2,000 (was \$1,000 added to base)
- Level 3 to Level 4 \$2,500 (NEW)


Long-term Disability Coverage

The College shall continue to provide long-term disability coverage to all bargaining unit members. The cost of this coverage is approximately \$4,800 annually.

I hope that you will support this collective bargaining agreement and respectfully request that you forward it for expedited review by the Oneida County Board of Legislators. Enclosed are three copies of the contract with original signatures. One is for your records. I would appreciate the return of the other two when they are signed.

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,



Randall J. VanWagoner
President

Enclosures

cc: MVCC Board of Trustees
Gerald Fiorini, Chairman of the Board
David Wood, Majority Leader
Brian Miller, Assistant Majority Leader
Stephen Roefaro, Assistant Majority Leader; Chairman, Education & Youth
Patricia Hudak, Minority Leader
Mike Clancy, Assistant Minority Leader
Bill Goodman, Assistant Minority Leader
Rose Ann Convertino, Assistant Minority Leader
Stephen Roefaro, Chairman, Education & Youth
Les Porter, Chairman, Ways and Means
Alfred Candido, Chief of Staff
Anthony Carvelli, Commissioner of Finance
John Talerico, Commissioner of Personnel
Tom Keeler, Budget Director
Joseph Timpano, Comptroller
Mike Billard, Clerk of the Board

NEW BUSINESS 8d

MOHAWK VALLEY COMMUNITY COLLEGE
Utica and Rome New York

MEMORANDUM

December 17, 2012

TO: MVCC Board of Trustees

FROM: Randall J. VanWagoner
President

SUBJECT: Ratification of Collective Bargaining Agreement

I recommend that the Board of Trustees adopt the following resolution:

RESOLVED that the Board of Trustees approve the Agreement negotiated by the College and the Association of Mohawk Valley Administrators for the period of September 1, 2011 through August 31, 2014, proposed among and between the Association of Mohawk Valley Administrators, the Board of Trustees of Mohawk Valley Community College and the Board of Legislators of the County of Oneida.

TENTATIVE AGREEMENT FOR A SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE COUNTY OF ONEIDA, THE BOARD OF
TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE, AND
THE ASSOCIATION OF MOHAWK VALLEY ADMINISTRATORS*

1. Salary
 - A. Year 1 (2011-12): one-time \$700 payment to each unit member, not to increase or be added to the base salary of any unit members.
 - B. Year 2 (2012-13): increase salaries by \$1,850.00.
 - C. Year 3 (2013-14): increase salaries by \$1,850.00.

2. Health Insurance
 - A. Waiver/buyout effective January 1, 2013: \$600 for individual; \$1200 for family.
 - B. Reimbursement: for calendar year 2012 only and provided proof is submitted, bargaining unit members shall be reimbursed the exact dollar amount of co-pay and other costs paid under the SimplyBlue health insurance plan that are higher than the costs the member would have paid under the health insurance plan in which he or she was enrolled during 2011, based on that plan's costs in 2012.

3. Promotion

Effective with and retroactive to the 2011-2012 fiscal year, (a) a fourth promotion step will be added, and (b) promoted employees will receive upon promotion to each higher level the following increase in base salary:

Level 1 to Level 2	
Level 2 to Level 3	\$1500
Level 3 to Level 4	\$2000
	\$2500

4. Long-Term Disability Coverage

The College shall provide long-term disability coverage for bargaining unit members.

5. Incorporation of Prior Memoranda of Agreement

The parties shall incorporate prior memoranda of agreement into the collective bargaining agreement concerning assistant deans/MVCC academic reorganization and the parties' ongoing joint committee.

6. Improper Practice Charge

The Association shall withdraw PERB improper practice charge, case no. U-31707.

* This Tentative Agreement is conditioned upon ratification by the membership of the Association of Mohawk Valley Administrators and the Board of Trustees of Mohawk Valley Community College, and legislative approval by the Board of Legislators of Oneida County.



David L. Mathis
Director, Workforce Development

Anthony J. Picente, Jr.
Oneida County Executive

December 6, 2012

FN 20 13 006

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

HEALTH & HUMAN SERVICES

Dear County Executive ^{Jow} Picente:

WAYS & MEANS

Attached for your approval are five (5) copies of a Purchase of Services Agreement (DSS / EP-13-01) that has been reviewed and is recommended for your signature. By means of the attached Agreement, Oneida County Workforce Development contracts with the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc., to provide Oneida County Department of Social Services with employment functions for employable recipients of TANF assistance.

This Agreement covers the period January 1, 2013 - December 31, 2013 and has a total budget of \$553,237.00. **It is completely funded by the Department of Social Services.**

Board of Legislators' approval is required.

Please sign and date the attached Agreements where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

If you have any questions, please feel free to contact me. Thank you.

Sincerely,

David Mathis

David Mathis, Director
Oneida County Workforce Development

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

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

Date 12/19/12

11/06/12

Oneida Co. Workforce Development

Competing Proposal _____

Only Respondent _____

Sole Source RFP X

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services:

DSS Employment Unit

Proposed Dates of Operations:

January 1, 2013 through December 31, 2013

Client Population/Number to be Served:

Eligible employable TANF Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: The Oneida County Department of Social Services delegates the functions of its Employment Unit to Oneida County Workforce Development and has provided the funds necessary to accomplish this goal.

Oneida County Workforce Development, in turn, contracts with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to hire personnel to staff the Employment Center Unit.

Employment Center services are provided to the Department of Social Services' employable Family Assistance (FA), Temporary Assistance for Needy Families (TANF) and Safety Net (SN) recipients of Temporary Assistance.

Duties to be performed include, but are not limited to the following:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to New York State mandates and the Department of Social Services' local Employment Policy plan, which is reported to the New York State Office of Temporary and Disability Assistance (OTDA) immediately, but not after the 15th of the following calendar month in order to derive statistics and participation rates. Reporting is accomplished via a PC-based database -- the Case Management System (CMS) -- which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).

Communication with corresponding Temporary Assistance Worker pertinent information concerning each case will include, but will not be limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.

Orientation and assessment, which has specific mandatory components, including state and local forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol, domestic violence forms, employability plans, etc., as well as supportive services, including but not limited to childcare and transportation assistance, as well as diversion from Temporary Assistance and transitional services upon case closing, which are a required part of any assessment.

2). Program/Service Objectives and Outcomes The objective of this program is to assist eligible employable TANF and Safety Net recipients find sustainable employment thereby reducing or eliminating their need for public assistance.

3). Program Design and Staffing Level - Staffing is currently as follows: (1) full-time coordinator, (1) full-time Senior Employment Advisor, (9) full-time Employment Advisors, and (1) full-time Principal Account Clerk. **No additional hires are expected in calendar year 2013 at this time.**

Total Funding Requested: \$ 553,237, funded in full by Department of Social Services.

Mandated or Non-mandated: Mandated.

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

Federal / State	100 %	=	\$ 550,237
County	0 %	=	\$ 0

Cost Per Client Served: \$328.90, based on average monthly caseload as of September 30, 2012

Past performance Served: This Agreement represents the third year of DSS Employment Unit functions managed by Oneida County Workforce Development. The current monthly caseload (January through September, 2012) of the Employment Center averages 1,673 clients. The monthly caseload of the Employment Center for the calendar year 2011 averaged 1,344 clients. A listing of the caseloads for calendar year 2011, and for the period January through September 2012, monthly, aggregate, and average, is attached.

O.C. Department Staff Comments: This Agreement consolidates employment services under the auspices of Oneida County Workforce Development. Staff recommends continuation.

Employment Center Statistics

2011	Family Assistance	Safety Net Family	Safety Net Individual	Total Cases
January	733	166	202	1101
February	763	173	223	1159
March	827	174	235	1236
April	840	177	220	1237
May	864	186	245	1295
June	863	198	237	1298
July	900	198	236	1334
August	982	204	255	1441
September	990	258	262	1510
October	998	214	280	1492
November	1006	209	277	1492
December	1037	208	283	1528
Average	900.25	197.08	246.25	1343.58

2012	Family Assistance	Safety Net Family	Safety Net Individual	Total Cases
January	1079	213	312	1604
February	1064	204	316	1584
March	1084	232	307	1623
April	1151	238	313	1702
May	1161	243	291	1695
June	1132	233	298	1663
July	1165	241	313	1719
August	1166	252	308	1726
September	1178	247	316	1741
Average	1131.11	233.67	308.22	1673.00

CONTRACT # DSS / EP-13-01

PY 2012-13

FUNDING SOURCE: J1965

HERKIMER-MADISON-ONEIDA CONSORTIUM WORKFORCE INVESTMENT ACT

WORKFORCE INVESTMENT BOARD OF HERKIMER, MADISON AND ONEIDA COUNTIES

DSS EMPLOYMENT CENTER PROJECT

This Agreement is entered by and between the

HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by the Counties of Herkimer, Madison and Oneida of the State of New York, with its administrative offices located at 209 Elizabeth Street, Utica, New York 13501, (hereinafter referred to as the Consortium), and the

WORKFORCE INVESTMENT BOARD of HERKIMER, MADISON and ONEIDA COUNTIES, with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the Contractor).

W I T N E S S E T H

WHEREAS, the Consortium has entered into an Agreement with the Governor of the State of New York to implement an employment and training program in the Counties of Herkimer, Madison and Oneida, pursuant to the provisions of the Workforce Investment Act of 1998 (W.I.A.) (P.L. 95-220), and

WHEREAS, the Consortium has received a grant from the Oneida County Department of Services to develop a comprehensive workforce development program known as The Employment Center project to assist public assistance applicants and welfare recipients for jobs and to place them in unsubsidized employment, and

WHEREAS, the Consortium desires to enter into an Agreement with the Contractor to assist the Consortium in performing the duties necessary to implement the wide variety of Employment Center services in Oneida County,

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement and the Employment Center Project as follows:

1. TERM. The term of this Agreement shall commence on January 1, 2013 and expire on December 31, 2013.
2. THE WORK. The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.
3. COSTS.

A. The Consortium agrees to expend an amount up to, but not to exceed five hundred fifty-three thousand, two hundred thirty-seven and 00/100 dollars (\$553,237.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.

B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.

C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.

4. MODIFICATIONS.

The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by new County, Federal and/or State Regulations.

5. RECORDS AND REPORTING.

A. The Contractor shall record all costs incurred in the fulfillment of the terms of this Agreement. It is agreed that the Consortium's standard voucher will be submitted to the Consortium in triplicate, and that a monthly estimate of expenditures is provided to the local Consortium office. Also, a report of actual expenditures will be submitted on or before the fifth day of the month for the expenditures incurred during the previous month. The Contractor is responsible for providing monthly reports to the Consortium administrative offices, including participant characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium on forms provided by the same, no later than the tenth (10th) calendar day following the close of the month.

6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any Agreement between the Consortium and the Governor of the State of New York, especially the Consortium Five Year Local Workforce Investment Plan, and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York or the Consortium.

B. The State of New York, represented by the Governor, is not a party hereto and no legal liability on the part of the State is implied under the terms and conditions of this subcontract; any liabilities, legal actions or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium or its agents, and 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 Consortium or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further, the Contractor shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve the Consortium, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the Contractor, direct or indirect, and shall indemnify and save harmless the Consortium, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the Consortium, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. ANTIDISCRIMINATION. Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program activity. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under W.I.A.

8. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the Consortium.
9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the Consortium and the Contractor, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.
10. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.
11. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.
12. TERMINATION.

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. The Consortium is subject to compliance with the applicable rules and regulations of the State of New York, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to date of termination, or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor.

B. In the event that the State of New York terminates its Agreement with the Consortium, or imposes restrictions in funding or a freeze of operations, the Consortium shall be entitled to a waiver of the two-week notice requirement discussed in Section 12.A. and shall immediately notify the Contractor in writing of such action. Upon receipt of such notice, the Contractor shall immediately comply with and implement such Consortium direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For the Herkimer-Madison-Consortium:

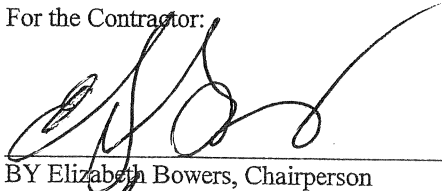
BY Anthony J. Picente, Jr. Oneida County Executive

DATE

Approved As To Form

BY Oneida County Attorney

For the Contractor:



BY Elizabeth Bowers, Chairperson



DATE

DATE

PROGRAM NARRATIVE

The Oneida County Department of Social Services desires to delegate the functions of its Employment Unit to Oneida County Workforce Development and has provided the funds necessary to accomplish this goal.

Oneida County Workforce Development, in turn, will contract with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to hire personnel to staff the Employment Center Unit.

Employment Center services will be provided to the Department of Social Services' employable Family Assistance (FA), Temporary Assistance for Needy Families (TANF) and Safety Net (SN) recipients of Temporary Assistance.

Duties to be performed will include, but will not be limited to the following:

- All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to New York State mandates and the Department of Social Services' local Employment Policy plan, which is reported to the New York State Office of Temporary and Disability Assistance (OTDA) immediately, but not after the 15th of the following calendar month in order to derive statistics and participation rates. Reporting is accomplished via a PC-based database -- the Case Management System (CMS) -- which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).
- Communication with corresponding Temporary Assistance Worker pertinent information concerning each case will include, but will not be limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.
- Orientation and assessment, which has specific mandatory components, including state and local forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol, domestic violence forms, employability plans, etc., as well as supportive services, including but not limited to childcare and transportation assistance, as well as diversion from Temporary Assistance and transitional services upon case closing, which are a required part of any assessment.

As part of this Agreement, the commissioner of Social Services reserves the right to evaluate the job performance of the program, including individuals chosen to perform the work, and has the right to have reassigned any employee performing under the contract.

First Year staffing will include all or some of the following: (1) full-time coordinator, (1) full-time Senior Employment Advisor, (9) full-time Employment Advisors, and (1) Principal Account Clerk.

EXHIBIT B

BUDGET INFORMATION SUMMARY

DSS/EP-13-01
1/1/13 - 12/31/13

I. ADMINISTRATION COSTS

Payroll services @ \$1,250 per employee

TOTAL ADMINISTRATION COSTS

\$15,000.00

II. SERVICES COSTS

A. Training Staff Salaries

1. Coordinator

\$770.00/week x 52 weeks x 1 Position

\$40,040.00

2. Sr. Employment Advisor

\$655.00/week x 52 weeks x 1 Position

\$34,060.00

3. Employment Advisor

\$625.00/week x 52 weeks x 9 Positions

\$292,500.00

4. Principal Account Clerk

\$446.25/week x 52 weeks x 1 Position

\$23,205.00

TOTAL STAFF SALARIES

\$389,805.00

B. Staff Fringe Benefits

1. Blended Rate (35%)

\$136,431.75

TOTAL STAFF FRINGE BENEFITS

\$136,432.00

C. Program Operating Expenses

1. Staff Training and Travel

\$12,000.00

TOTAL PROGRAM OPERATING EXPENSES

TOTAL SERVICES COSTS

\$538,237.00

GRAND TOTAL PROGRAM COSTS

\$553,237.00

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF THE WORKFORCE INVESTMENT BOARD

1. Contractor's Responsibilities to Workforce Development Participants

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

2. Advance Payments

An advance payment of any kind is not allowed under this Agreement.

3. Reporting Requirements

A. The Contractor is responsible for providing monthly reports to the Workforce Investment Board (WIB), if requested, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to WIB Offices on forms provided by the WIB, no later than the tenth (10th) calendar day following the close of the month.

B. A Contractors' Final Report package may be provided to the Contractor by the WIB. The Contractor will submit the required information to the WIB administrative office after all financial transactions with the WIB have been completed and within thirty (30) days after the termination date of this Agreement.

4. Monitoring Requirements

The WIB will monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

5. Procurement

The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written WIB procedures.

6. Performance Assessment

A. The WIB, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with New York State Department of Labor regulations will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The WIB will notify the Contractor, in writing, should any areas of deficiency or non-compliance is determined. The Contractor will then submit a plan of corrective action to the WIB, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the WIB to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the WIB.

C. The Contractor will assure the purposeful and effective use of grant funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the WIB of any programmatic problems.

D. The Contractor shall cooperate fully with the WIB in re-planning efforts, and will submit, upon request of the WIB, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

7. Non-Discrimination/Equal Opportunity

The Contractor assures, with respect to the operation of this program or activity and all agreements or arrangements to carry out this grant-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

8. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the WIB, as described in its Local Workforce Investment Plan.

B. All grievances and complaints, which cannot be resolved via informal sessions, will be referred to the WIB Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

9. Non-Assignment/Subcontracting

The Contractor understands that it may not assign this Agreement or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the WIB. Any attempts to assign this Agreement without the WIB's written consent are null and void.

10. Termination for Convenience

The WIB may terminate this Agreement whenever, for any reason, it determines that such a termination is in the best interest of the WIB. After receipt of a written Notice of Termination from the WIB Executive Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

11. Other Information

A. The WIB reserves the authority to examine all pertinent Contractors' records for the purpose of assuring compliance with New York State Department of Labor regulations. The WIB further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

B. The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the WIB under the grant agreement between the WIB and the New York State Department of Labor and all revisions thereof as they may be made by law, administrative regulation, order, rule, or directive.

12. Regulatory Compliance

The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as it may from time to time be amended pursuant to law.

(02/10)

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under this New York State Department of Labor Grant, and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of this New York State Department of Labor grant, which will serve dislocated workers in need of career and employer based job skills training.
3. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
4. It will give any authorized representative of Workforce Investment Board (WIB), the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the law, and to assist these representatives determining the extent to which the program meets the special needs of the eligible participant's in providing meaningful skills training opportunities. If, for any reason, the Contractor is unable to comply with this record retention requirement, the Contractor must forward all such records to the WIB.
5. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
6. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
7. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
8. Worker's Compensation coverage for participants in employment programs under this grant will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry worker's compensation statute.
9. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at least at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
10. No program under this Agreement shall impair existing contracts for services or collective bargaining agreements without the express written concurrence of the labor organization and employer concerned.
11. No participant shall be employed or job opening filled, a) when any other individual is on layoff from the same or substantially the same job, or b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.
12. Funds under this Agreement will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
13. No program funds under this Agreement will be used to subsidize political activities of any kind.
14. No program funds under this Agreement will be used to subsidize union or anti-union activities of any kind.
15. The payment requests the Contractor makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

EXHIBIT E
DEBARMENT & SUSPENSION
DRUG FREE WORKPLACE

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "new Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b). 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c). The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. 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;

A. The applicant 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d). Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b). Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee'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 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 grant be given a copy of the statement required by paragraph (a);

(d). Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying 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 calendar days after such conviction;

(e). Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f). Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

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

(g). Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

ADDENDUM

THIS ADDENDUM, entered into on this 29th Day of October, 2012, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

Oneida County Correction Facility, 6075 Judd Road, Oriskany, NY 13424

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

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

When applicable to the services provided pursuant to the Contract:

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

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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

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

10. Records.

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

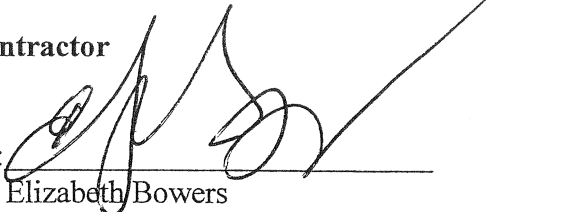
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

County of Oneida

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

Contractor

By:  _____
Elizabeth Bowers
Chairperson

Approved as to Form only

Oneida County Attorney

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

December 7, 2012

FN 20 13 - 007

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the Utica Police Department ensures a full-time Utica Police Officer specially trained in the area of Child Abuse and investigation that is assigned to the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2013 through December 31, 2013. The total budget for participation of a Utica Police Department is \$ 105,873.91 with a local share of 27.18% or \$28,776.53.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 12/13/12

12/7/12
19001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Police Department
413 Oriskany Street West
Utica, New York 13501

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: 1/1/2013-12/31/2013

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team which provides on-site law-enforcement, Caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of Child Sexual Abuse cases. The contract allows for (1) Police Officer from the Utica Police Department to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Police Officer at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Full-time Utica Police Officer

Which will work with a multidisciplinary team consisting of and additional:

1 Full-Time Oneida County Deputy Sheriff

1 Full-Time Rome Police Officer

1 Child Advocacy Administrator through the Sheriff's Office

Total Funding Requested: \$ 105,873.91

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: The Department is mandated to investigate instances of alleged abuse or neglect

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

Federal	38.39	%	\$ 40,644.99
State	34.43	%	\$ 36,452.39
County	27.18	%	\$ 28,776.53

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Utica Police Department as part of the Child Advocacy Center since 1990. The Department's 2012 total support for this service was \$ 105,383.34.

O.C. Department Staff Comments: The Department is satisfied with the provider's services.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, 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, (hereinafter called Department), and the City of Utica Police Department, 413 Oriskany Street West, Utica, New York 13502 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department desires to establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Police Officer on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center.

The Contractor agrees to have the police officers stationed on site with the Child Advocacy Center.

The Contractor agrees that the police officers will perform the following task as part of the Child Advocacy Center.

1. Be responsible for the investigation of the Sexual Abuse Allegations.
2. Interview victims using appropriate techniques agreed upon by the Task Force.
3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.
4. Gather and process evidence on the assigned cases.
5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.
6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.
7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Police Officer's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

Reimbursement is as follows:

The Department will reimburse 100% of the total cost for Salary, overtime and benefits for one full-time Investigator not to exceed \$ 105,873.91 to support the full-time Officer. Any time spent by the Officer that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed.

Any expenses or financial obligations made by the Officer without the prior approval of the law enforcement coordinator will become the responsibility of the contractor.

This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes and upon approval from the Department.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from January 1, 2013 to December 31, 2013 and is subject to re - negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

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.

Date: _____
Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 12/5/12

Agency: Utica Police Department

Authorized Signature: *M.W. Williams*

Print Authorized Name: MARK W. WILLIAMS

Title: Chief of Police

UTICA POLICE DEPARTMENT
2013 BUDGET

SALARY	\$ 67,230.07
FRINGE	\$ 32,643.84
OVERTIME	\$ <u>6,000.00</u>
TOTAL PROGRAM COST	\$ 105,873.91

APPENDIX A

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 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 five 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 of 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 or 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 can not 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 County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, 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:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for 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 register 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 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 contract, 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 contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 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 contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from 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.
 - Opinions prepared by consultant law firms construing the statues 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
 - 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 Agreement, where applicable. The Contractor specifically agrees that he 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, 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 the 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
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract 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 closeout 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 years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. 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:
 - a) 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.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) 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 contract 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 years.

- n. By signing this contract, the Contractor certifies that within the past three 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 Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a

governmental agency.

- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- 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.
- 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
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- 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, Department may require as a condition precedent to entering into the contract 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 contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, 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 contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a 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 Office'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 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 ON 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 County 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 a 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, 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 other 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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor 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 redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor 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 Contractors, or it's sub-contractor'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 all Contract Staff shall complete 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 me 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 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 and 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 contract period or deem this contract 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 their 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 the contract. 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 Contract 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, or 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 :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the 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 the 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 accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- 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;
- An Department or other audit identifies significant fiscal irregularities and/or that

funds are due to the Department

- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- 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 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 benefits. The Contractor agrees to 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 of omission of 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 to 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 the contract, 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 the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

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 the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 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 local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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

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

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

City of Utica Police Dept.

NAME OF CONTRACTED AGENCY

Mark Williams - Chief of Police

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

M.W. Williams

SIGNATURE

12/5/12

DATE

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

I, the undersigned, an employee of _____, (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: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

*Utica Police Department
Child Advocacy Center Participation*

19001
1/1/13-12/31/13

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

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

Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is

2. modified by Congress or the Department of Health and Human Services; HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and

reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal

supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

By: _____

Oneida County Executive

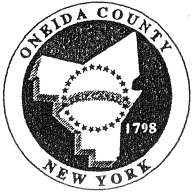
By: 

Name:

MARK WILLIAMS
UTICA PD

Approved as to Form only

Oneida County Attorney



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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

December 20, 2012

FN 20 13 - 008

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

PUBLIC WORKS

Re: SEQR Determination of Significance
Capital Project HG479 – North Utica Parallel Interceptor

WAYS & MEANS

Dear County Executive Picente:

I am enclosing a Short Form Environmental Assessment Form and supporting Statement of Findings in regards to the North Utica Parallel Interceptor project. I ask that you forward these documents to the Oneida County Board of Legislators, so that they may review and make the necessary determination of significance.

I would appreciate consideration of this request by you and Board of Legislators so that the legislation could be acted upon during the January 9th meeting prior to acting on the bond resolution for this project. 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 you consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Cc: Gregory J. Amoroso, County Attorney


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

Anthony J. Picente, Jr.
County Executive

Date 12/20/12

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Oneida County	2. PROJECT NAME North Utica Interceptor Sewer Upgrades
3. PROJECT LOCATION: Municipality City of Utica County Oneida	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Beginning at NYS Route 12 interchange with NYS Route 790, running easterly approximately 9,300 lf, generally bounded on the north by the NYS Thruway and on the south by the NYS Barge Canal and extending easterly of Leland Avenue. See attached map.	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Upgrade approx. 9,300 lf of existing 30-inch diameter sanitary sewer with 42-inch diameter sanitary sewer to increase hydraulic capacity and provide redundancy to critical infrastructure. New alignment will generally closely follow existing, with the exception of the area of North Genesee Street where an alternate alignment is necessary to avoid conflicts with buildings, roads, and utilities.	
7. AMOUNT OF LAND AFFECTED: Initially <u>8.5</u> acres Ultimately <u><1</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: With the exception of the area immediately adjacent to North Genesee Street, which is commercial property, existing land use is open space containing natural and constructed wetlands, and existing utility easements (Oneida County Sewer District, National Grid). See attached narrative for complete description.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: NYSDEC - sewer plan approval, SWPPP NOI, wetland; ACOE - wetland NYSTA/Canal Corp - plan approval/work permit; NYSDOT - plan approval, work permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: Steven Devan, PE, Commissioner, Water Pollution Control	Date: <u>9/10/12</u>
Signature: <u></u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

Reset

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 No adverse impacts are anticipated. Engineering control will be incorporated into the design.

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 No adverse impacts are anticipated. Sewer will be constructed below grade and ground surface restored.

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 No adverse impactes anticipated.

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 No adverse impacts anticipated.

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 No adverse impacts anticipated.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
 No adverse impacts anticipated.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
 No adverse impacts anticipated.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Oneida County Oneida County

_____ _____
 Name of Lead Agency Date

Gerald Fiorini Chairman - Oneida County Board of Legislators

_____ _____
 Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

_____ _____
 Signature of Responsible Officer in Lead Agency Signature of Preparer (If different from responsible officer)

Reset

**North Utica Interceptor Sewer
Oneida County Sewer District
County of Oneida**

**State Environmental Quality Review – Statement of Findings
November 14, 2012**

Oneida County (County), as Lead Agency, has concluded the State Environmental Quality Review (SEQR) for the proposed construction of upgrades to the North Utica Interceptor Sewer (Interceptor Sewer). The County, through the Oneida County Sewer District (District) owns and operates this interceptor sewer in conjunction with other District-owned facilities.

The County initiated the SEQR process preparing Part I of the Environmental Assessment Form (Short Form) and a bound document titled “State Environmental Quality Review, Supplemental Information – Oneida County Sewer District, North Utica Interceptor Sewer Upgrade”, dated September 7, 2012. Both documents were submitted on September 11, 2012 to: New York State Department of Environmental Conservation, New York State Department of Transportation, New York State Canal Corporation, Oneida County Department of Planning, NYS Thruway Authority, NYS Office of Parks, Recreation, and Historic Preservation, and City of Utica Department of Engineering. Written comments were received from New York State Department of Conservation and New York State Department of Transportation. No other comments were received. The County has taken into consideration the comments provided.

The following summarizes the County’s responses to applicable comments received:

1. **Commenter: New York State Department of Transportation (reference – letter from Alice F. Romanych, Planning and Program Manager, Region 2 - Utica, dated October 15, 2012).**
 - a. *Comment: The New York State Department of Transportation has reviewed the information provided and does not have any concerns at this time.*

Response: Comment noted.
 - b. *Comment: Please continue to work with our Regional Permit Coordinator Ken Andela and Assistant Resident Engineer Scott Luscomb as the project progresses.*

Response: Comment noted.

2. **Commenter: New York State Department of Environmental Conservation (reference – letter from Rosa Howard, Environmental Analyst I, Region 6 - Utica, dated October 23, 2012).**
 - a. *Comment: The DEC has no objections to Oneida County being Lead Agency for this project.*

Response: Comment noted.
 - b. *Comment: To expedite any forthcoming technical review or permit application, the DEC offers the following checklist of items to be considered:*
 - *General*
 - *Brief engineering report*
 - *Two (2) complete sets of plans(including location map on cover page)*
 - *Form 92-19-4, “Application for Approval of Plans for Wastewater Disposal System*

- NYSDEC and/or Local authority wetlands determination shown on the plans (if necessary)
- NYSDEC and/or Local authority wetlands disturbance permit (if necessary)
- All metes and bounds, easements, and rights-of-way shown on plans

Response: Comment noted.

- c. *Comment: The NY Natural Heritage Program element occurrence database indicates that there are one or more Listed Species on or in close proximity to the project site.*

Response: As noted in the Supplemental Information document, the engineering consultant previously reviewed the NYSDEC’s internet-based Environmental Resource Mapper. The potential of rare plants and animals within the project area was identified. The engineering consultant subsequently requested a list of potential rare species from Region 6 Deputy Permit Administrator Patrick Clearey. On August 24, 2012 Region 6 Biologist Steve Heerkens contacted the engineering consultant to discuss NYDEC information regarding potential rare plants and/or animals within the limits of the proposed interceptor sewer project. Mr. Heerkens is familiar with the general location of the project based on an earlier site walk of the project route with the consulting engineer on May 4, 2012. Mr. Heerkens noted that based on available information and his knowledge of the project location, he recommended that a review of technical information be done to assess the impact on four species of birds that have been detected in the past but are generally considered rare for this locale: Least Bitterns; Pied-Billed Grebe; Sedge Wren, and Black Tern. More specifically, his recommendation was to assess the impact that the proposed sewer construction process may have on the nesting/breeding habits of these birds. An on-line literature search of the Cornell Lab of Ornithology (“Birds of North America” technical document) was conducted. Below is a brief overview of the findings:

Species	Range	Habitat	Migratory	Breeding	Endangered
Least Bitterns	Atlantic and Gulf Coast States, Central Plain States.	Freshwater and brackish marshes with dense, tall vegetative growth	Yes. Move southerly to the Atlantic and Gulf Coast Regions in Aug./Sept. and return in April.	Late April	No
Pied-Billed Grebe	Majority of North America.	Seasonal or permanent ponds within freshwater wetlands.	Yes. Move to southern states and Mexico in Aug./Nov. and return April/May.	April - June	No
Black Tern	Nesting populations primarily concentrated in Central Plain and upper mid-West States.	Shallow marshes and semi-permanent ponds	Yes. Move southwesterly to the California and Gulf Coast regions in Aug./Sept. and return in March/April.	May	No
Sedge Wren	Nomadic terrestrial bird. Nesting populations concentrated in the upper Central Plain states.	Sedges/grasses, bushes, sedge meadows, and wet meadows.	Yes. Move southerly to the Atlantic and Gulf Coast regions in Sept. and return April/May.	May-June	No

Additionally, a current search of the Endangered Species database at the U.S. Fish and Wildlife Service website (<http://www.fws.gov/endangered/>) listed no federally identified threatened/endangered species in Oneida County, although written correspondence from the U.S. Fish and Wildlife Service did note the potential presence of the Indiana Bat (summer impact). However, any tree removal/trimming will be limited and will occur during the winter months while bat population has migrated away from the project area. For informational purposes, a previous Indiana Bat study performed at the nearby Marcy Nanocenter site did not result in the collection/identification of this species of bat.

It is also noted that the proposed project site is in the adjacent limits of the Utica Marsh, which is the primary habitat for water fowl in the area. The Utica Marsh provides a much higher quality habitat for water fowl than the proposed project site.

Because these specific species of birds are migratory in nature and because construction of the proposed interceptor sewer is expected to begin in the winter when these species are nesting in the warm climate regions of the country, it is not anticipated that there will be a long term impact to their mortality as a result of the temporary construction activities.

- d. *Comment: Any impact to DEC freshwater wetlands, the 100-foot adjacent area, or regulated stream will require a Joint Application for Permit.*

Response: Comment noted. A wetland delineation has been performed for this project. A Joint Application for Permit will be prepared and submitted along with the required supporting documentation.

3. **Additional Review Information: Cultural Resources Assessment.**

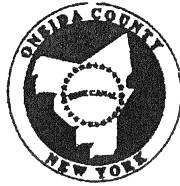
A review of the New York State Office of Parks, Recreation, and Historic Preservation (SHPO) interactive web site indicated that the proposed project sewer route is within an archaeo-sensitive area. Fisher Associates was retained to perform a Phase 1 Cultural Resource survey. This included both Phase 1A and 1B investigations. Upon completion of this work, a report was prepared for submission to the New York State Office of Parks, Recreation, and Historic Preservation which concluded that the proposed sewer alignment is considered to be heavily disturbed. No further archaeological investigative work is recommended with regard to this project.

4. **Other Agencies:** No SEQR related comments were received from New York State Thruway Authority, New York State Canal Corporation, Oneida County Department of Planning, or City of Utica.

DETERMINATION OF SIGNIFICANCE

Based on comments received plus additional assessment and review by the County, there do not appear to be any issues related to this project that cannot be addressed through appropriate engineering design and construction methods. Therefore, no further evaluation and assessment under the SEQR process is warranted, an environmental impact statement is not required, and issuance of a Negative Declaration is recommended.

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5780 ♦ Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net

FN 20 13 - 009

Memo

PUBLIC WORKS

WAYS & MEANS

Reviewed and Approved for submission to
Oneida County Board of Legislators by

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: December 21, 2012
Re: Bond Resolution

Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive
Date 12/31/12

Attached is a bond resolution to authorize \$6,630,000 funding for "HG479 – North Utica Parallel Interceptor project", which was created by the Board of Legislators on November 14, 2012 as part of the 2013 Capital budget.

This amount will be issued as a county bond that will be repaid by the rate payers of the part county sewer district.

The Sewer fund principal payment for 2013 will be \$1,251,195; therefore this issue will increase their outstanding debt to \$18,947,140. This does NOT include the \$2,559,450 that has been drawn down to date under the short term financing agreement with EFC toward the DEC consent order projects.

I respectfully request that the Ways and Means Committee and the Board of Legislators consider this resolution at their January 9, 2013 meetings.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III



**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

December 21, 2012

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

FN 20 13 - 010

Re: Public Hearing
Capital Project HG482 - Consent Order Plant Upgrades Phase 6B

WAYS & MEANS

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control is in the process of preparing the necessary documents to secure funding for the capital project listed above. EFC has notified the County that they now have funding for this portion of the project. Consequently, it is time to move forward with the bonding process.

Article 5-A, Section 268 of the County Law requires, among other things, that a public hearing be held by the Board of Legislators to consider the improvements that will be made by the capital project in question. This public hearing is required before the Board can consider a bonding resolution for the project. The Board must pass the attached resolution establishing the public hearing to continue the funding process.

The engineers have calculated estimated cost of the project on annual basis for the average Sewer District ratepayer to be approximately \$38.00 for HG482 per year using the conservative assumption that the annual debt service translates directly to the sewer rate. Normally, this is a worst case assumption as debt service is part of the total Department budget and the sewer rate is derived from considering all expenses and revenues that affect the entire budget.

I would appreciate consideration of this request by you and Board of Legislators so that the legislation could be acted upon during the January 9th meeting. This would allow the public hearing to be held prior to the board meeting on February 13th. I am available to meet with you or the Board at your convenience to discuss this request and explain the project in more detail.

Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Cc: Brian D. Miller, Chairman-DPW Committee
Joseph J. Timpano, Comptroller

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

Anthony J. Picente, Jr.
County Executive

Date: 12/21/12



ORRICK

December 20, 2012

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, NY 13501

Re: County of Oneida, New York
Oneida County Sewer District-WPCP Upgrades
Orrick File: To Be Assigned

Dear Joe:

In accordance with your request, I have drafted and enclose herewith the form of resolution calling for the public hearing. Notice of such hearing must be published at least ten days prior to the date of the hearing. Please let me know if the cost will be allocated to only a portion of the District. If this is the case, we will have to indicate the zone or zones to which such costs will be allocated.

When available, we look forward to being provided with the following:

1. A certified copy of the enclosed resolution calling for the public hearing.
2. An affidavit of publication of the notice of public hearing.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

/es

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

Thomas E. Myers
(212) 506-5212
tmyers@orrick.com

Motion Made By _____

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF
CONSIDERING PROPOSED IMPROVEMENTS FOR THE ONEIDA
COUNTY SEWER DISTRICT

WHEREAS, it is proposed that the County establish improvements to the Oneida County Sewer District to fix various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station in order to comply with a Consent Order issued by the State of New York Department of Environmental Conservation; and

WHEREAS, it is now proposed to authorize upgrades to the Water Pollution Control Plant, at a maximum estimated cost of \$35,000,000; and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Oneida, New York, to be held at the County Office Building, in Utica, New York, in said County, on the 13th day of February, 2013, at _____ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Oneida, New York, will meet at the County Office Building, in Utica, New York, in Oneida, New York, on February 13, 2012, at _____ o'clock ____ M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of the Oneida County Sewer District in said County, consisting of upgrades and improvements to the solids handling and incineration facilities at the Water Pollution Control Plant as part of improvements necessary to address sanitary sewer overflow problems all in connection with a Consent Order with the New York State Department of Environmental Conservation. The maximum estimated cost thereof is \$35,000,000. The estimated annual cost to the typical property owner in said Sewer District as a result thereof is \$38 for a single family home and \$56 for a two family home.

Dated: Utica, New York,
_____, 2013.

BY ORDER OF THE COUNTY
LEGISLATURE OF THE COUNTY
OF ONEIDA, NEW YORK

Clerk, County Legislature

Section 4. This resolution shall take effect immediately.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the _____ day of January, 2013.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

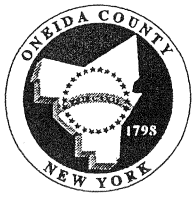
PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this _____ day of January, 2013.

(CORPORATE SEAL)

Clerk, County Legislature



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

December 21, 2012

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

FN 20 13-011

Re: Resolution Authorizing Submittal of Application CWSRF Project Number C6-6070-08-06 Consent Order Plant Upgrades- Phase 6B

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente:

As you know, the New York State Environmental Facilities Corporation (NYSEFC) has indicated that funding through them is now available for Consent Order Plant Upgrades-Phase 6B. This work entails the design and construction of the solids handling portion of the project. Concurrently, the engineering design, regulatory permitting and construction documents need to be developed for the rest of the work that will be done at the plant. Completion of the above items will be covered under this portion of the project.

As part of the application process, a resolution from the Board of Legislators authorizing the submittal of the application must be passed. The application for funding to NYSEFC is due February 1st. NYSEFC has indicated that they will accept the application without the resolution but they will need the authorizing resolution to be passed to proceed with processing the application. A draft resolution is attached.

I would appreciate consideration of this matter by you and the Board of Legislators at your earliest possible convenience. I would request that this resolution be acted upon at the January 9th Board meeting. I am available to meet with you or the Board to discuss this request and explain this in more detail.

Thank you for your consideration in this matter.

Sincerely,

THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature of Steven P. Devan]

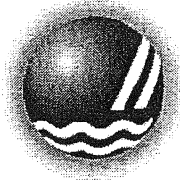
Steven P. Devan, P.E. Commissioner

Cc: Karl E. Schrantz, P.E. - Shumaker Engineering

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

[Handwritten signature of Anthony J. Picente, Jr.] Anthony J. Picente, Jr. County Executive

Date 12/21/12



**RESOLUTION AUTHORIZING CWSRF APPLICATION
AND AGREEMENT FOR PROJECT FINANCING
NEW YORK CLEAN WATER STATE REVOLVING FUND**

Resolution authorizing the execution and filing of an application and execution and delivery of an agreement setting forth the terms of the Project financing and other documents necessary for CWSRF assistance.

WHEREAS,

County of Oneida

(Legal Name of Applicant)

herein called the "Applicant", after thorough consideration of the various aspects of the problems and study of available data, has hereby determined that the project generally described as:

Consent Order Plant Upgrades- Phase 6B

(Description of Project)

and identified as CWSRF Project Number(s) C6-6070-08-06

herein called the "Project", is desirable and in the public interest, and to that end it is necessary that action preliminary to the construction of said Project be taken immediately; and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (as such may be amended from time to time, the "Water Quality Act"), requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants under the Water Quality Act; and

WHEREAS, the State of New York has, pursuant to the State Water Pollution Control Revolving Fund Act, Chapter 565 of the Laws of New York 1989, as amended (the "CWSRF Act") established in the custody of the New York State Environmental Facilities Corporation (the "Corporation") a water pollution control revolving fund (the "Fund") to be used for purposes of the Water Quality Act; and

WHEREAS, the Corporation has been created, reconstituted and continued pursuant to the New York State Environmental Facilities Corporation Act, as amended, being Chapter 744 of the Laws of 1970, as amended, and constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, and constitutes a public benefit corporation under the laws of the State of New York, being a body corporate and politic with full and lawful power and authority to provide financial assistance from the Fund; and

WHEREAS, the Corporation has the responsibility to administer the Fund and to provide financial assistance from the Fund to municipalities for eligible projects, as provided in the CWSRF Act; and

WHEREAS, the CWSRF Act authorizes the establishment of a program for financial assistance for planning, design and construction of eligible CWSRF projects;

NOW, THEREFORE, BE IT RESOLVED BY

Oneida County Board of Legislators as follows;
(Governing Body of Applicant)

1. The filing of an application for CWSRF assistance in the form required by the Corporation in conformity with the CWSRF Act is hereby authorized, including all understandings and assurances contained in said application.
2. The following person is directed and authorized as the official representative of the Applicant to execute and deliver an application for CWSRF assistance, to execute and deliver the Project financing agreement and any other documents necessary to receive financial assistance from the Fund for the Project, to act in connection with the Project and to provide such additional information as may be required and to make such agreements on behalf of the Applicant as may be required:

<u>Anthony J. Picente, Jr.</u>	<u>County Executive</u>
(print name)	(print title)

3. The official designated above is authorized to make application for financial assistance under the CWSRF Program for either short-term or long-term financing or both.
4. One (1) certified copy of this Resolution shall be prepared and sent to the **New York State Environmental Facilities Corporation, 625 Broadway, Albany, New York 12207-2997.**
5. This Resolution shall take effect immediately.

CERTIFICATE OF RECORDING OFFICER

The attached Resolution is a true and correct copy of Resolution No. _____
authorizing the execution and filing of an application and the execution and delivery of a Project financing agreement and other documents necessary for CWSRF assistance, as regularly adopted at a legally convened meeting of the Oneida County Board of Legislators
(Name of Governing Body of the Applicant)

duly held on the _____ day of _____ ; and further that such Resolution has
(month) (year)
been fully recorded in the records of the Board in my office. In witness whereof, I
(Title of Record Book)

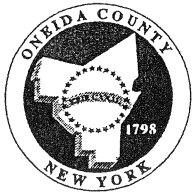
have hereunto set my hand at this _____ day of _____
(month) (year)

If the Applicant has an Official Seal, impress here.

X

(Signature of Recording Officer)

Secretary to the Oneida County Board of Legislators
(Title of Recording Officer)



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

December 21, 2012

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

FN 20 13 - 012 PUBLIC WORKS

Re: Establishment of Capital Project HG-482

WAYS & MEANS

Dear County Executive Picente:

As you are all aware the County is under a consent order to fix the various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station and to address wet weather flows at the Oneida County Water Pollution Control Plant. The first phase of this work is to design and construct the solids handling portion of the project. Concurrently, the engineering design, regulatory permitting and construction documents need to be developed for the rest of the work that will be done at the plant. The New York State Environmental Facilities Corporation (NYSEFC) has accepted this portion of the project for funding through their agency. This will result in the Sewer District paying a lower interest rate on the bonds.

As part of the application process, a resolution will need to be passed by the Board of Legislators authorizing the submittal of the application for funding from the NYSEFC. That will be coming to you under separate cover.

I therefore request your Board approval to establish Capital Project HG-482 - Consent Order Plant Upgrades Phase 6B, as follows:

Table with 4 columns: Item, PROPOSED, CHANGE, PROPOSED. Rows include Bonding and TOTAL.

I also, respectfully request to have your Board act on this legislation at their January 9th meeting.

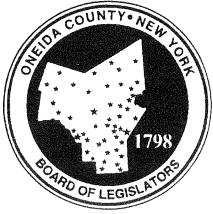
Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner

CC: County Attorney Comptroller Budget Director

Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 12/21/12



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

December 24, 2012

FN 20 12 - 013

WAYS & MEANS

Honorable Gerald J. Fiorini
Chairman of the Board
800 Park Ave.
Utica, NY 13501

Dear Chairman Fiorini,

At the December 12, 2014 Board of Legislators meeting, the issue of using brine from gas extraction wells as a road surface treatment was presented during the public comment period. We share the speaker's concern that the usage of such a surface treatment may have certain health and safety risks for our constituents, and as a result requested the County Attorney research this issue. He has developed at our request the attached draft local law restricting the usage of gas extraction brine on County Roads. Please forward this legislation to the appropriate Committee.

Thank you in advance.

Sincerely,

Jim D'Onofrio
County Legislator (R-15)

Brian Miller
County Legislator (R-16)

County of Oneida

Local Law No. ____ of the year 2013

LOCAL LAW INTRODUCTORY "A" PROHITING THE USE OF BRINE FROM GAS
EXTRACTION WELLS AS A ROAD SURFACE TREATMENT ON COUNTY ROADS
AND/OR COUNTY PROPERTY

BE IT ENACTED, by the County Legislature of the County of Oneida as follows:

WHEREAS, this Legislature hereby finds and determines that brine from gas extraction wells may contain toxic substances, including but not limited to heavy metals and radioactive elements, and

WHEREAS, this Legislature hereby finds and determines that the use of brine from gas extraction wells as a road surface treatment may create health and safety risks to the citizens of Oneida County,

NOW THEREFORE, BE IT ENACTED BY THE LEGISLATURE OF ONEIDA COUNTY, NEW YORK AS FOLLOWS:

Section 1: Title.

This Local Law shall be known by and may be cited as the "Hydraulic Fracturing Brine Prohibition Act".

Section 2: Definitions.

As used in this Chapter, the following terms shall have the following meanings:

"Application" shall mean the physical act of placing Brine on one or more County Roads or one or more pieces of County Property. Each physical act shall be deemed separate when the person committing the act stops for any reason the placement of the Brine for any purpose, including but not limited to stopping a vehicle used in the placement of the Brine, stopping work for any reason, or re-loading or replacing any material or equipment necessary to apply the Brine.

"Brine" shall mean: (a) production brine; or (b) produced waters; or (c) flowback; or (d) flowback fluids; or (e), hydraulic fracturing fluid, any or all, which are generated as a result of drilling for, or seeking gas in wells including but not limited to High Volume Hydraulic Fracturing, as defined herein.

“Commissioner” shall mean: The Commissioner of the Department of Public Works except for the use of the word “commissioner” in Section 5 may mean any other commissioner designated by the County Executive or may mean the Commissioner of Public Works as determined by the County Executive.

“Flowback” shall mean liquids and solids produced during initial completion and clean-up of the well or clean-up of a well following a re-fracture or workover.

“Flowback fluids” shall mean liquids produced following drilling and initial completion and clean-up of the well or clean-up of a well following a re-fracture or workover.

“High Volume Hydraulic Fracturing” shall mean a natural gas well stimulation technique consisting of the injection into the earth of a water and chemical mix with the intent of increasing the ability to extract natural gas from very tight rock.”

“Hydraulic fracturing fluid” shall mean fluid used to perform hydraulic fracturing and includes the primary carrier fluid and all applicable additives.

“Municipality” shall mean the County of Oneida

“Production brine or produced waters” shall mean liquids co-produced during oil and gas production.

“Property” shall mean real property, improved or otherwise, which the County of Oneida owns or controls.

“Roads” shall mean public roads, streets, or bridges owned or controlled by the Municipality.

Section 3: Use of Brine prohibited.

No Brine shall be applied to or placed upon Property or Roads of the Municipality. In any bid for materials, services, or equipment which relate to property maintenance or road improvements or road construction, the Municipality, in a bid specification or bid document describing the nature of the services or equipment sought, and any agency or division of the Municipality, shall expressly state in capitalized, bold font, “THE PLACEMENT OF BRINE ON ANY ROAD OR PROPERTY OF THE COUNTY OF ONEIDA IS UNLAWFUL. ANY BIDDER SHALL FILE A SWORN STATEMENT WITH THEIR BID THAT NO BRINE AS DEFINED BY LOCAL LAW OF THE MUNICIPALITY WILL BE SOLD TO THE MUNICIPALITY AS PART OF THE BID, OR UTILIZED ON OR PLACED ON ANY PROPERTY OR ROAD OF THE COUNTY OF ONEIDA. BIDDERS ARE DIRECTED TO COUNTY OF ONEIDA LOCAL LAW NO. ___ OF THE YEAR 2013 FOR THE DEFINITION OF BRINE.”

Section 4: Statement to be included in Bid.

The Statement provided for in Section 3, which shall be a sworn statement under penalty of perjury, shall read substantially as follows:

“We, _____ hereby submit a bid for materials, equipment, or labor for the _____ of _____. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no Brine will be used by the undersigned bidder or any contractor, sub-contractor, agent, or vendor thereof in connection with the bid; nor will the undersigned Bidder or any sub-contractor, agent, or vendor thereof and/or therefor apply or supply any Brine to any property or road(s) of the County of Oneida as a result of the submittal of this bid if selected.” The Statement shall otherwise be sworn to under penalty of perjury in a form satisfactory to the County Attorney.

Section 5: Duty of Employees to be Familiar with this Local Law.

The County Executive or, at the County Executive’s option, a department head of a commissioner of any Department appointed by the County Executive is authorized to develop policies to ensure County employees are familiar with this Local Law and take such steps as are directed by the County Executive or such department head or commissioner to ensure a diligent effort by the County that materials supplied to the County or used on County Roads or Property comply with this Local Law. This shall not excuse non-compliance by a contractor or vendor of the County.

Section 6: Penalties for Violations.

- A. Breach of Contract. A violation of the provisions of this Local Law shall be deemed a breach of contract and shall authorize the Director of Purchasing in cooperation with the County Attorney and any other officer or employee of the County deemed necessary by the County Attorney, commence a civil Breach of Contract action against the violator of the provisions of this Local Law. Damages sought shall be determined by the County Attorney but may include, but shall not be limited to the cost of any consequential damages of the breach of contract. In addition, the Director of Purchasing may make a finding that the Contractor is not a responsible bidder. The County Attorney is further authorized to commence any necessary action to enjoin any violation of this Local Law he or she believes to be occurring.
- B. Criminal Penalties. In addition to prosecution for Perjury as determined by the District Attorney, any person who violates this article shall be guilty of an

unclassified misdemeanor and subject to a fine not to exceed \$25,000.00 per violation and/or up to fifteen days' imprisonment. Each application of Brine shall constitute a separate and distinct violation.

Section 7: Severability.

If any provision of this Local Law is held invalid, such invalidity shall not affect the remaining provisions of the Local Law which shall remain effective absent the invalid provision, and to this end, the provisions of the Local Law are declared to be severable.

Section 8: Emergency Clause and Effective Date.

It is hereby declared that an emergency exists and this Local Law, being necessary for the preservation of the health, safety and welfare of citizens of Oneida County, New York, shall be effective immediately upon its passage and approval and filing with the New York State Secretary of State.

December 17, 2012

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

FN 20 13 - 014



**ECONOMIC DEVELOPMENT
& TOURISM**

RE: Proposed Oneida County Business Park Extension

WAYS & MEANS

Dear Tony:

As you may be aware, the County of Oneida (the "County") owns the following two (2) parcels of unimproved real property (collectively, the "Subject Parcels") situate at or near the northeast corner of the Airport Road-Judd Road intersection in the Town of Whitestown:

1. Tax Parcel ID No. 290.000-1-24 (67.09+/- acres); and
2. Tax Parcel ID No. 290.000-1-48 (15.661+/- acres).

Enclosed is a copy of that portion of the Oneida County Tax Map which shows the location of the Subject Parcel along with an aerial that notes the potential subdivision of the property.

Upon information and belief, neither of the Subject Parcels is necessary for public use and are suitable locations to support the expansion of the Oneida County Business Park for business attraction and business expansion activities. The conveyance of this property to EDGE for expansion of the Oneida County Business Park, could create approximately four suitable potential development sites. To that end, EDGE proposes that the County convey the Subject Parcels to EDGE, without public advertisement or bidding, pursuant to the provisions of Section 202(m) of the Oneida County Charter.

EDGE proposes that the Subject Parcels be conveyed to it by the County upon such terms and conditions as are customary in real property sale transactions of like size and character for a *minimum* purchase price of \$ 10,000.00 per acre (with the acreage to be determined by an accurate survey thereof), payable as hereinafter set forth. Each time that EDGE closes upon the sale of a portion of the Subject Parcels to a third party purchaser, EDGE shall remit to the County an amount equal to \$5,000 per acre multiplied by the number of acres sold to such third party purchaser X, less costs incurred by EDGE for surveys, testing & permitting fees, redating of abstracts and issuance of preliminary title reports, legal and other documented closing costs.

The difference in the purchase price and the net per acre amount that is to be paid to Oneida County will be applied by EDGE for purchase of sewer credits, engineering, site

development, demolition, infrastructure and construction of an access road necessary to enhance the development potential of the Oneida County Business Park Expansion and offset the likely development costs associated with making the subject property shovel ready. EDGE will provide Oneida County with a written report on the expenditure of any gross sales proceeds realized from this project to confirm that said funds have been appropriately used for the development of the Oneida County Business Park Extension.

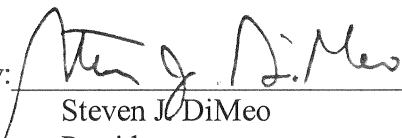
As you know, EDGE is currently working with a prospective site selection firm who represents a company not located in NYS. This potential prospect has an interest in a portion of the subject property for expansion of its production operations to service the Northeast and Canadian markets. This client has an aggressive timeframe for commencing construction and ramping up operations and need to begin construction in April 2013. They have expressed interest in acquiring approximately 20 acres of the property proposed for the Oneida County Business Park Extension and would require that the site be subdivided and required infrastructure be built to serve their operational requirements. The planned development of the Oneida County Business Park extension would serve their requirements, but in the process also benefit other parties that may have an interest in locating within the proposed Oneida County Business Park Extension.

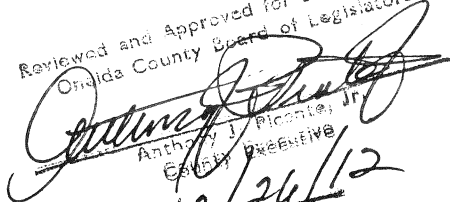
The difference in the amount remitted to Oneida County vs. the gross purchase price paid would be used to help offset some of these costs. Per our discussion, additional economic development funding is required to meet the requirements for extension of water and sewer lines, construction of an access road and because of the Consent Order, the purchase of sewer credits to enable the company to locate here. All of the likely net proceeds realized from the sale (after paying the County) are not sufficient to support all of these requirements and we would recommend that Oneida County provide additional funding required for this potential lead and to establish additional sites that can be part of the region's inventory of available sites.

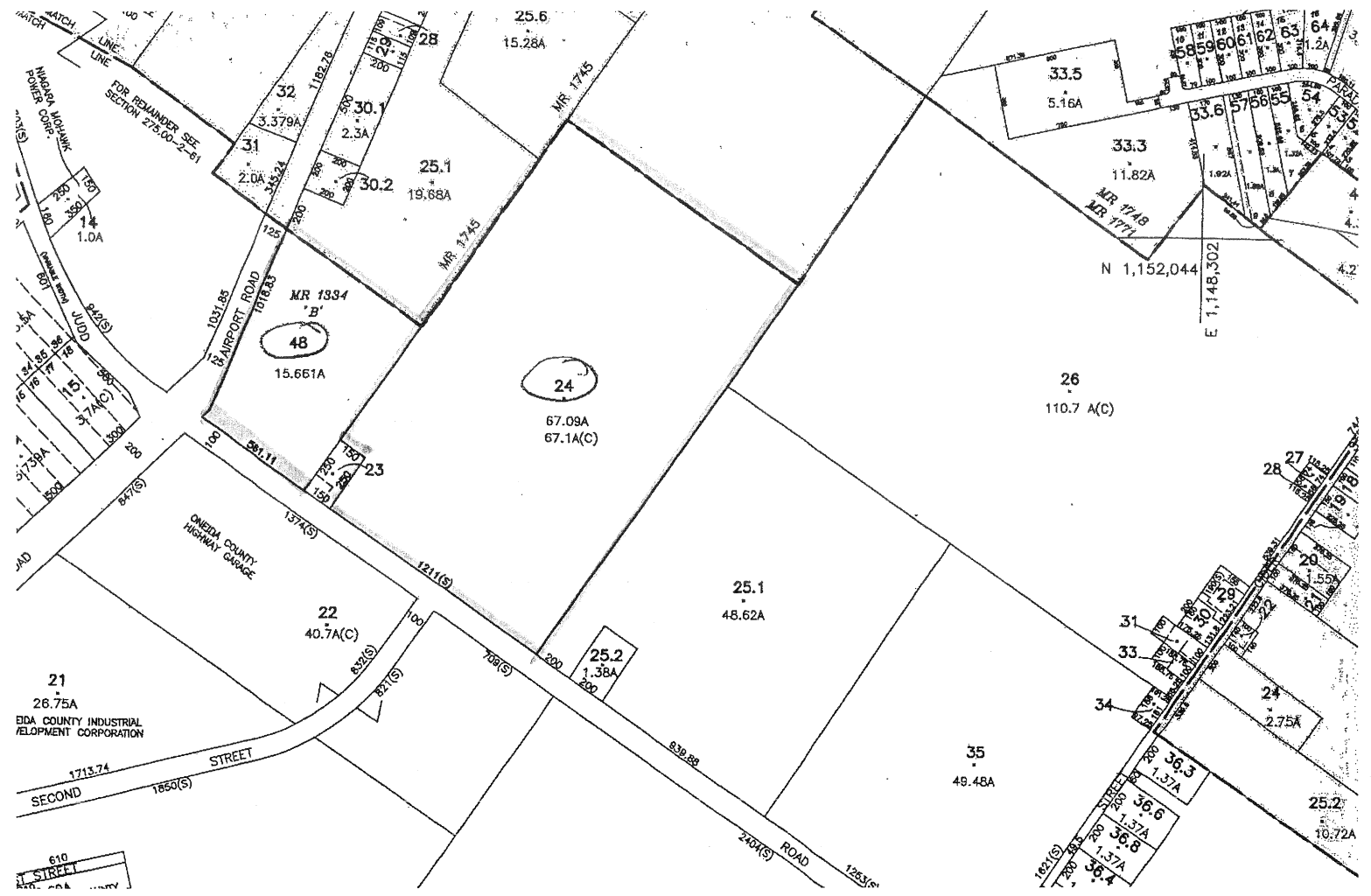
If EDGE's proposal meets with your approval, I would ask that you refer this matter to the Board of Legislators for its consideration. Of course, if you have any questions regarding EDGE's proposal or if you need any additional information, please feel free to contact me.

Sincerely,

**ECONOMIC DEVELOPMENT GROWTH
ENTERPRISES CORPORATION**

By: 
Steven J. DiMeo
President

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

Anthony J. Picante, Jr.
County Executive
Date 12/26/12



JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

(315) 798-5780 • Fax: (315) 798-6415

E-Mail: jtimpano@ocgov.net

Memo

FN 20 13 - 015 to
2013 - 030

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: December 24, 2012
Re: Bond Resolutions

WAYS & MEANS

*Bond Resolutions
to Follow*

Please refer to the attached schedule of 18 bond resolutions totaling \$17,961,825. These resolutions are the funding source for the 2013 Capital Budget adopted by the Board of Legislators on November 14, 2012.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed (often less than the amounts budgeted and authorized). If all these new authorizations are approved we expect to sell \$16,884,325 of this amount as well as \$900,000 for projects that were authorized in prior years for a total of \$17,784,325. The General Fund principal pay down will be \$13,013,805 in 2013. Our outstanding balance at December 31, 2013 will therefore increase to \$125,007,877. (Please note that these figures do NOT include any sewer debt).

I respectfully request that the Ways and Means Committee and the Board of Legislators consider these resolutions at their January 9, 2013 meetings.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date: 12/24/12

Capital Project Name	Proj #	Docket #		estimated
		to be authorized		to be issued
COB Asbestos Abatement Public Works	305	2013-015	1,096,500	1,096,500
Griffiss Airfield Airport	339	2013-016	357,500	100,000
County Highway Bridge Phase 3 Public Works	374	2013-017	1,759,500	1,759,500
Light Duty Equipment Phase 3 Public Works	377	2013-018	94,800	94,800
OCOB Parking Lot Improvements Public Works	402	2013-019	820,000	-
Oriskany Former Airfield Bldg Improvements PW	403	2013-020	294,350	294,350
Griffiss Bldg 100 Renovation Ph 2 Airport	408	2013-021	325,000	325,000
County Wide Computerization Govt Oper.	433	2013-022	350,000	350,000
COB Parking Garage Rehab Public Works	454	2013-023	734,400	734,400
Griffiss - Customs Inspection Facility Airport	471	2013-024	1,507,400	1,507,400
Enterprise Content Mgmt System Govt Oper	472	2013-025	405,000	405,000
Comprehensive Bldg Phase 4 Public Works	473	2013-026.1	890,000	890,000
Comprehensive Bldg Phase 4 Public Works	473	2013-026.2	347,000	347,000
Comprehensive Bldg Phase 4 Public Works	473	2013-026.3	63,000	63,000
Energy Performance Improvements Public Works	474	2013-027	3,468,000	3,468,000
MVCC Payne Hall Exterior Restoration ED and Tond...	476	2013-028	241,875	241,875
Consol Highway Rd Ph 4 Public Works	477	2013-029	3,890,000	3,890,000
Const/Maint/Snow Equip Phase 4 Public Works	478	2013-030	1,317,500	1,317,500
			17,961,825	16,884,325
COB Asbestos Abatement	305			900,000
				17,784,325



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

GREGORY J. AMOROSO
COUNTY ATTORNEY

FN 20 13 031

December 20, 2012

HEALTH & HUMAN SERVICES

Oneida County Executive Picente
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

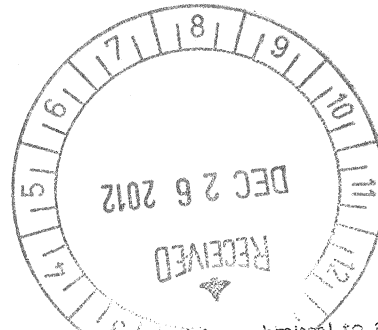
Dear Mr. Picente:

I am forwarding a proposed contract between the County of Oneida and the law firms of Bond, Schoeneck & King, PLLC, Whiteman, Osterman & Hanna, LLP and the Law Office of Nancy Rose Stormer, in regards to the recovery of overburden payments from the State of New York. I am also forwarding a written determination from Director of Purchasing Mello Testa that the three law firms are the sole source for seeking recovery of overburden payments from the State of New York.

I ask that you forward this proposed contract to the Board of Legislators for their consideration and approval.

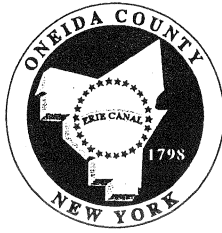
Very truly yours,

Greg J Amoroso
Gregory J. Amoroso, Esq.
Oneida County Attorney



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

Anthony Picente Jr.
Anthony Picente, Jr.
County Executive
Date 12/26/12



Anthony J. Picente Jr.
County Executive

Mello J. Testa
Director

Greg E. Grower
Asst. Director

Oneida County Department of Purchasing

800 Park Avenue Utica, New York 13501
Phone (315) 798-5883 FAX (315) 798-4042

12/20/2012

Dear County Executive Picente,

I have reviewed the proposed contract between the County of Oneida and the law firms of Bond, Schoeneck & King, PLLC, Whiteman, Osterman & Hanna, LLP and the Law Office of Nancy Rose Stormer, in regards to the recovery of overburden payments from the State of New York. I have also reviewed information provided by Oneida County Attorney Gregory J. Amoroso, seeking a sole source designation for the three law firms.

Based on my review of the information, I hereby determine as follows:

- There are unique benefits to the County to retain the three law firms, as compared to other law firms in the marketplace;
- There are no other law firms that can provide equivalent or substantially equal benefits;
- Considering the benefits, the proposed contingency arrangement is reasonable compared to other law firms in the marketplace;
- Given the above, there is no possibility of true competition from other law firms.

Thus, I hereby determine that the three law firms are the sole source for seeking recovery of overburden payments from the State of New York.

I ask that you forward this letter to the Board of Legislators when the proposed contract is sent to them for their consideration.

Thank you,


Mello Testa
Director of Purchasing

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Bond, Schoeneck & King PLLC, Law Offices of Nancy Rose Stormer, P.C. & Whitemans Osterman & Hanna LLP

Title of Activity or Service: Agreement

Proposed Dates of Operation: December 26, 2012 – December 31, 2023

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: This agreement between the County & the Law Firms if to recover Medicaid Reimbursement from the State of New York. There is no cost to the County unless reimbursements are found, in which case the Law Firms receive 36% of the reimbursement.

2) Program/Service Objectives and Outcomes: To find Medicaid Reimbursement for the County from New York State.

3) Program Design and Staffing:

Total Funding Requested: None

Account #: N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Lawyers' Retainer Agreement

THIS AGREEMENT, ("Agreement") made and entered into, by and between Oneida County having its principal offices at Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "County") and the Law Offices of Nancy Rose Stormer, P.C., 1325 Belle Avenue, Utica, New York 13501 (Nancy Rose Stormer, Esq.), Whiteman Osterman & Hanna LLP, One Commerce Plaza, Albany, New York 12260 (Christopher Buckey, Esq.) and Bond, Schoeneck & King, PLLC, whose main office is located at 1 Lincoln Center, Syracuse, NY 13202 and with branch offices located at 111 Washington Avenue, Albany, NY 12210 and 501 Main Street, Utica, New York 13501 (Raymond Meier, Esq.) (collectively the "Law Firms").

WITNESSETH

WHEREAS, the County has need to recover Medical Assistance (Medicaid) reimbursement or repayment or credits from certain New York State agencies which would result in New York State paying the County on statutory obligations known as overburden which required New York State to be completely responsible for health care bills or to otherwise reduce the County's cost in meeting its obligation to provide for the indigent; and

WHEREAS the State of New York has attempted to evade payment of such reimbursement or repayment obligations for years through non-cooperation or claim denial and subsequent extensive litigation relying upon a series of defenses all of which have been rejected by every court which has considered them, and

WHEREAS the State of New York continues to attempt to evade payment of such reimbursement or repayment obligations by refusing to adequately inform local districts of the extent of such obligations and at the same time including within the Executive Budget

Bill of 2012 a purported release of overburden debts owed to counties,

WHEREAS, the County has need to recover reimbursement, repayment or credits from the New York State Department of Health which would result in New York State paying the County on the statutory obligations known as "620/621" or "overburden" or "Medicaid cap" which obligations were created by statutes in the 1970s, 1980s and in 2005 enacted to hold local social services district harmless from certain Medical Assistance costs or percentage contributions or shares and the County desires to retain the Law Firms in the manner herein provided, for the purposes identified and at a compensation herein specified.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

1. The Law Firms shall identify health care payments which should have been treated as overburden or other State-reimbursable expenditures, entitling the County to statutory reimbursement. After such identification, the Law Firms will, on behalf of the County, seek recovery, reimbursement, offset or other valuable adjustment of the financial relationship between the County and New York State from New York State through administrative claiming and payment, administrative claiming and litigation, or through any other means that leads to payment of such State obligations. The Law Firms shall be jointly responsible for the representation of the County under this Agreement.

2. The Law Firms will provide the legal services that, in their professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards;
3. The Law Firms agree to oversee and make payment for a practicing Attorney licensed by the State of New York or an individual deemed qualified by the Law Firms. The Law Firms shall not be obligated to perform any services beyond the aforementioned;
4. This Agreement is to begin upon execution and will be automatically renewed for subsequent one (1) year terms unless terminated by sixty (60) day written notice;
5. The Law Firms agree to maintain claim information for six (6) years;
6. The Law Firms agree that an Attorney or other qualified individual under the supervision of an Attorney shall perform all work under this Contract. The County acknowledges the pre-existing relationship among Nancy Rose Stormer, P.C., Whiteman Osterman & Hanna LLP and Bond, Schoeneck & King, PLLC and explicitly waives prior or written approval for that relationship as well as prior or written approval for any joint agreement among Law Firms and the named attorneys;
7. The Oneida County Department of Social Services (the "Department") shall provide access to all hard copy and computer generated information and access codes to

all state, federal and local computer and information systems available to the Department;

8. The Law Firms agree that the equipment used under the Agreement and provided by the Department is the property of the Department and shall revert to the Department upon any termination or failure to renew this Agreement except for the Law Firms' work product or any documentation or product that has been created by the Law Firms;
9. The Law Firms agree to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, and Executive Order No. 11246 entitled "Equal Opportunity" as amended by the Executive No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60. The Department also agrees to observe all applicable Federal regulations found in the CFR.
10. The Law Firms and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related test. The Law Firms and any subsequent subcontractor agree that their staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 18 NYCRR 403 and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violation of state law and regulations. The Law Firms 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.

11. All information contained in the Law Firms' files shall be held confidential by the Law Firms' and the Department pursuant to the applicable provisions of the Social Services Law and implementing regulations including 18 NYCRR 357.5 and 423.7, and any applicable Federal Laws and any implementing regulations and shall not be disclosed except as authorized by law, and each party shall execute at the same time this contract is executed a Confidentiality Agreement provided and approved by the New York State Office of Mental Health to enable acquisition and use of patient records in the same manner and for the same purposes as the Department is entitled under federal and state laws to identify, verify and obtain overburden reimbursement;
12. All records shall be available for a period of six (6) years;
13. The Department shall pay the Law Firms for such services as set forth in this Contract at a rate of thirty six per cent of all recoveries, reimbursements, offsets or other valuable adjustments of the financial relationship between the

County and New York State for overburden reimbursement or other State reimbursable expenditures received by or credited to the County while this Agreement is in effect with each Law Firm receiving twelve percent of all such recoveries, reimbursements, offsets or other valuable adjustments to the financial relationship between the County and New York State received by or credited to the County. In the event that the County receives or is credited any recovery, reimbursement, offset or other valuable adjustment of the financial relationship between the County and New York State for overburden reimbursement or other State reimbursable expenditures on which the Law Firms have submitted claims, commenced litigation or otherwise performed any legal work of any nature whatsoever and such recovery, reimbursement, offset or other valuable adjustment of the financial relationship between the County and New York State is received by or credited to the County within twenty-four (24) months following expiration or termination of this Contract, the County shall pay the Law Firms at a total rate of thirty six per cent of any such recovery, reimbursement, offset or valuable adjustment to the financial relationship between the County and New York State received by or credited to the County, with each Law Firm receiving twelve percent of all such recovery, reimbursement, offset or valuable adjustment to the financial relationship between the County and New York State. Payment of any fees under this Agreement shall be made by the County to the Law Offices of Nancy Rose Stormer,

who shall distribute the respective shares owed to Whiteman Osterman & Hanna LLP and Bond, Schoeneck & King, PLLC under this Agreement.

14. Payment to the Law Firms for any recovery, reimbursement, offset or valuable adjustment to the financial relationship between the County and New York State received by or credited to the County shall be unaffected by any claim, defense or other financial consequence resulting from work done by the Law Firms on any other contract or retainer. As required by law, any filing fees or other court costs not recoverable against New York State in any litigation shall be the responsibility of the County.
15. Under certain circumstances, disputes regarding the fees under this Agreement may be subject to the New York Fee Dispute Program established under 22 N.Y.C.R.R. Part 137. Any litigation regarding the fees under this Agreement shall be venued in Oneida or Albany County, where the Law Firms maintain their respective principal places of business.
16. The County's staff shall fully cooperate with the Law Firms.
17. The County agrees that claims for reimbursements, recoveries, offsets or other valuable adjustments to the financial relationship between the County and New York State shall be submitted to the State immediately and in no event later than fifteen (15) days from the date the Law Firms provide such claims to the

Department. The County further agrees that it shall immediately provide to the Law Firms copies of any and all claims for reimbursements, recoveries, offsets or other valuable adjustments to the financial relationship between the County and New York State made to the State and in no event later than five (5) days after such claims are submitted to the State. The Department shall notify the Law Firms within one day upon notification of its receipt or credit for any reimbursement, recovery, offset or other valuable adjustment to the financial relationship between the County and New York State for overburden reimbursement or other State reimbursable expenditures. The Department shall pay the Law Firms no later than fifteen (15) days from receipt of any wire transfer, payment or credit of any reimbursement, recovery, offset or other valuable adjustment to the financial relationship between the County and New York State for overburden reimbursement or other State reimbursable expenditures;

18. It is expressly agreed between the parties that the Law Firms are independent contractors and not in any way deemed to be employees of the Department or the County;
19. It is further expressly agreed that the Law Firms shall hold the Department and the County harmless from any liability arising from any act or omission of the Law Firms with respect to this Agreement or any terms thereof;

20. This Agreement cannot be assigned without obtaining written approval of the Department.
21. This Agreement can be terminated by a sixty (60) day written notice by either party. However, in the event the Agreement is terminated, the Law Firms shall be entitled to their respective fees relating to any reimbursements, recoveries, offsets or other valuable adjustments to the financial relationship between the County and New York State received by or credited to the County within twenty-four (24) months after such termination and for which the Law Firms submitted claims, commenced litigation or otherwise performed any legal work of any nature whatsoever prior to the termination;
22. Each named attorney shall have a direct relationship with the County as the client while the Law Firms co-operatively divide the legal work in their sole discretion and best judgment. If at any point, Nancy Rose Stormer, Christopher E. Buckey and/or Raymond Meier become unavailable for any reason to continue the legal work identified in this Agreement, the remaining attorney(s), and his or her Law Firm(s) shall no longer be bound by this Agreement and his or her respective Law Firm(s) shall be entitled to terminate this Agreement. In accordance with Paragraph 22 of this Agreement, in the event the Agreement is terminated due to the unavailability of Nancy Rose Stormer, Christopher E. Buckey and/or Raymond Meier, the Law Firms shall be entitled to

their respective fees relating to any reimbursement, recovery, offset or other valuable adjustment to the financial relationship between the County and New York State received by or credited to the County for any claims submitted, litigation commenced or any legal work of any nature whatsoever performed prior to such termination.

23. 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 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; and,

24. This Agreement shall be binding upon all parties when fully signed and executed.

Gregory J. Amoroso, Esq.
Oneida County Attorney

CX

Christopher Buckey, Esq.
Whiteman Osterman & Hanna LLP

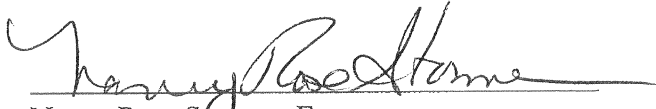
Date

12/4/12

Date

Raymond Meier, Esq.
Bond, Schoeneck & King, PLLC

Date



Nancy Rose Stormer, Esq.
Nancy Rose Stormer, P.C.

12/4/12

Date

~~Anthony J. Picanta, Jr.
County Executive~~

Date _____