



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 November 26, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-377	Read & Filed.....	
2014-378	Read & Filed.....	
2014-379	Economic Development & Tourism, Ways & Means.....	
2014-380	Economic Development & Tourism, Ways & Means.....	
2014-381	Government Operations, Ways & Means.....	
2014-382	Health & Human Services, Ways & Means	
2014-383	Health & Human Services, Ways & Means	
2014-384	Public Safety, Ways & Means	
2014-385	Public Works, Ways & Means.....	
2014-386	Read & Filed.....	

Bonding Resolutions

2014-387 through 2014-390 - Cover letter and Bonding Summary....

2014-387	Public Works, Ways & Means.....	
2014-388	Public Works, Ways & Means.....	
2014-389	Public Works, Ways & Means.....	
2014-390	Ec. Development & Tourism, Ways & Means.....	

2014-391	Public Works, Ways & Means.....	
2014-392	Health & Human Services, Ways & Means	

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

for

FN 20 14-377

MEMORIALIZING PETITION

READ & FILED

F.N. 2014-_____

SPONSORS: Messrs: Porter, Davis, Convertino, Paparella, Furgol and Goodman

A MEMORIALIZING PETITION SUPPORTING RAIL PRESERVATION FROM UTICA TO LAKE PLACID

- WHEREAS,** the Oneida County Board of Legislators deems rail service as a critical component to the preservation and rehabilitation of all surviving rail infrastructure from Utica to Lake Placid in the Adirondacks; and the Board recognizes that this asset is listed as a national historic treasure on the National Register of Historic Places; and
- WHEREAS,** the Adirondack Park consists of over six million acres which is located in the northeastern corner of New York State. The Adirondack Park is the largest park in the 48 contiguous states and Yellowstone, Yosemite, Grand Canyon and Glacier National Park would all fit into it with room to spare; and
- WHEREAS,** the Remsen - Lake Placid Corridor is a multimodal corridor. The railroad operates seasonally and snowmobiles have exclusive use of the corridor in the winter months; and
- WHEREAS,** the existing rail will become an increasingly important shipping alternative for small to medium sized Utica and Adirondack businesses as the price of gasoline and diesel fuel increases, while also supporting tourism train services like those being proposed by the already successful Adirondack Scenic Railroad Preservation Society between Utica and Lake Placid, that will provide a unique eco-tourism experience; and
- WHEREAS,** the restored tracks are owned by the People of the State of New York and will bring people not just to Lake Placid but to Utica and communities all along the corridor. It will carry elderly, young and physically challenged travelers into the heart of the most pristine areas of the Adirondack Park. Fisherman, kayakers, canoeists and hikers will be able to experience the thrill of exploring places that are practically inaccessible to the public today; and
- WHEREAS,** historic attractions and train excursions are among the fastest growing segments of the travel industry. We should be planning to capitalize on the opportunity to showcase our region to tourists who have a variety of interests, and the rehabilitation of the Utica-Lake Placid line holds the potential for additional future passenger and tourism services while also accommodating freight shipments from Utica throughout the Adirondacks; and
- WHEREAS,** the recently announced plans to re-activate the Utica to Lake Placid line have faced some resistance from a few small opposition groups; however, the City of Utica Common Council has deemed rail service to be a critical component of its Master Plan to increase the development in and around historic Union Station and Baggs Square area, so the recently expressed assertions

by certain vocal opponents raise immediate concerns about the State's commitment to implementing these Regional Economic and Pro-Growth Strategies; and

WHEREAS, a remarkable coalition of interests has committed itself to the future of this railway, including the Adirondack Railway Preservation Society, Next Stop Tupper Lake, the Adirondack North Country Association, the North Country Chamber of Commerce, ARISE, the Saranac Lake Chamber of Commerce, the Tupper Lake Chamber of Commerce, the Mohawk Valley Chamber of Commerce and dozens of others, launching the "On Track to Saranac" project as the next phase of progress; and

WHEREAS, the cost of the rail rehabilitation from Big Moose to lake Placid is \$17.7 million and the cost to get rid of the rails and construct a trail is \$21.2 million; and

NOW THEREFORE BE IT HEREBY RESOLVED, that along with the Adirondack North Country Association, the North Country Chamber of Commerce, and the Utica Common Council, the Oneida County Board of Legislators hereby fully supports the preservation and rehabilitation of all the Utica to Lake Placid surviving rail infrastructure in through the Adirondacks that will facilitate the creation of badly needed employment in this highly distressed area of New York, tap the use of rail as a green form of transportation for freight, restore historic infrastructure to promote tourism and further bolster the sustainability of our communities; and

BE IT FURTHER RESOLVED, that the Clerk of the Board shall transmit copies of this memorializing petition to New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative, William Magee, Assembly Representative Ken Blankenbush, New York Assembly Representative Marc Butler, NYS DOT, Freight & Rail Passenger Bureau, Ray Hessinger, NYS DOT, Commissioner, Joan McDonald, NYS DEC, Commissioner, Joe Martens, NYS DEC, Division of Lands & Forests, Rob Davies, Oneida County Executive Anthony J. Picente, Jr., and all others deemed necessary and proper.

Edward P. Ward

R. K.

J. J. [unclear]

Emil R. Paparella

Luca Pater

Brian Mandryk

James [unclear]

[unclear] lead

Richard [unclear]

Mark [unclear]

Earl Ann [unclear]

Chad [unclear]

Frank P. [unclear]

William [unclear]

Joseph [unclear]

Harvey [unclear]

Ken [unclear]

Philip M. Sacco

[unclear]

The Hon. Council [unclear]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

Dated: November 12, 2014

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

for

FN 20 14 328

MEMORIALIZING PETITION

F.N. 2014-

READ & FILED

SPONSOR(S): Legislators Fort, Convertino, Clancy

A MEMORIALIZING PETITION URGING FEDERAL REPRESENTATIVES of THE UNITED STATES TO AMEND THE OLDER AMERICANS ACT OF 1965 TO AUTHORIZE APPROPRIATIONS FOR FISCAL YEARS 2014 THROUGH 2018 (HR 3850, the Older Americans Act Reauthorization of 2014)

WHEREAS, HR3850 was introduced on January 10, 2014 and is set to expire on December 11, 2014; and

WHEREAS, HR3850 has been allowed to languish in the House Committee on Education and Workforce; and

WHEREAS, HR3850 supports a wide range of social services and assistance for those over 60 years of age – nearly 20% of the population of Oneida County is 65 year or older; and

WHEREAS, programs such as the National Eldercare Locator Service, national efforts on health and long-term services that support independent home environments and communities and Aging and Disability Resource Centers are critical to the sustenance of our elder population and their families; and

WHEREAS, case management, adult day care, meals and socialization in both congregate and one-on-one settings, assistance and education to caregivers, supplemental goods and services and seed money for programs designed to prevent or delay chronic conditions via group and individualized services; and

WHEREAS, it is the responsibility of all legislators to serve the best interests of all residents; and

WHEREAS, the actions provided in HR 3850, the Older Americans Act Reauthorization of 2014, will assist in satisfying these responsibilities;

NOW THEREFORE BE IT HEREBY RESOLVED, that our state, county and city representatives should all stand together in support of this effort to ensure the health and safety of our community; and

BE IT FURTHER RESOLVED, that the members of this Oneida County Board of Legislators request the House of Representatives members re-authorize HR 3850, the Older Americans Act Reauthorization of 2014; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: Congressman Richard Hanna, New York State Governor Andrew Cuomo, New York State Senators Joseph A. Griffo and David Valesky, New York State Assembly Representatives Anthony Brindisi, Claudia R. Tenney, Ken Blankenbush, William McGee and Marc Butler, County Executive Anthony Picente and all others deemed necessary and proper.

Michael Chen

Joseph J. Juncos

William Goodman

Harvey Speziale

Ken Foss

Philip M. Sacco

R. King

W. [unclear]

Chad Dukes

Frank G. [unclear]

Paul Ann Conventuro

Anthony R. Paparella

[unclear signature]

[unclear signature]

Kim Mandyl

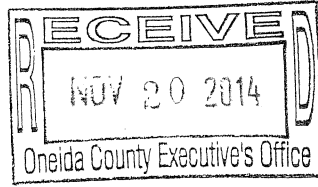
Howe Lead

[unclear signature]

[unclear signature]

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

Dated: July 9, 2014



November 20, 2014

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

FA 14-379

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

**ECONOMIC DEVELOPMENT
& TOURISM**

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

Date 11/21/14

WAYS & MEANS

Dear Mr. Picente:

In reviewing the Students in Other Community Colleges cost center it is estimated there will be a shortfall for the year of approximately \$50,000 in the "All Other Community Colleges" Account. This is a result of more students opting to attend a larger variety of other community colleges than in years past. Fortunately, there are funds available in the cost center which will be able to cover this estimated shortfall.

I therefore request your Board approval for the following 2014 Budget Transfer:

TO:

AA# A2490.4941- Students in Other Community Colleges..... \$ 60,000.

FROM:

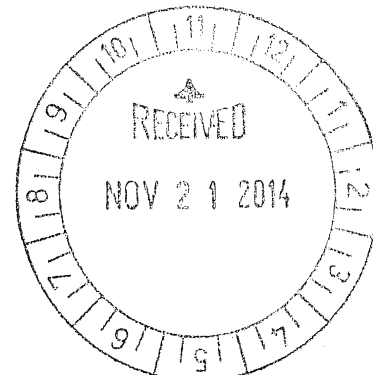
AA# A2490.4942- Students in Other Community Colleges, Herkimer \$ 60,000.

Respectfully submitted,

T.B. Keeler
Thomas B. Keeler
Budget Director

Attach.

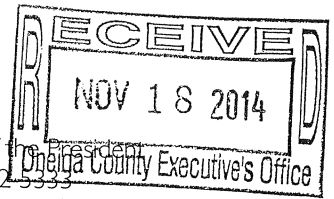
Cc: County Attorney
Comptroller





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

November 13, 2014

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 14-380 *[Signature]*
Anthony J. Picente, Jr.
County Executive

**ECONOMIC DEVELOPMENT
& TOURISM**

Date 11/19/14

WAYS & MEANS

Dear *Anthony* Anthony,

I write to request Oneida County approval for an MVCC Capital Project. Specifically, I am requesting the County prepare and approve a resolution establishing a capital project account for the construction of an Applied Education Center Building. County consideration of this resolution at one of the upcoming Board of Legislators' meetings would be appreciated so we may submit the required resolutions to SUNY for approval.

This request is later than normal for a capital project request relative to the County budget cycle. Subsequent to the College submitting requests to the County, we became aware that an anticipated donation from a local citizen would likely be forthcoming sooner than expected. SUNY has allowed the College to modify our request and we are asking the County to do the same.

The request is for a project totaling \$5,500,000. 50% of this amount will be provided by the MVCC Foundation and the balance will be reimbursed by SUNY. There is no cost to Oneida County other than the short term financing of expenditures pending SUNY reimbursement.

Thank you for your kind attention to this request.

Sincerely,

Randall J. VanWagoner

Randall J. VanWagoner, Ph.D.
President

- C: Tom Squires, VP for Administrative Services
Frank DuRoss, Executive Director of Institutional Advancement



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 25, 2014

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

Honorable Members,

President Randall J. Van Wagoner has notified me that Mohawk Valley Community College intends to construct a new building which will be used as the Applied Education Center Building. President Wagoner respectfully request that the Oneida County Board of Legislators establish a new Capital Project in order to receive New York State funding. This proposed project will not require any funding from Oneida County except for New York States share which will be reimbursed to Oneida County. The rest of their funding will come from the MVCC Foundation.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-524 – MVCC – Applied Education Center**, and

B.) Funding for Capital Project H – 524 as follows:

H – 524 - State Aid.....	\$ 2,750,000.
H – 524- Other (MVCC Foundation).....	<u>\$ 2,750,000.</u>
TOTAL.....	\$ 5,500,000.

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

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

CC:

Comptroller
County Attorney
Budget

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

November 13, 2014

FN 20 14-321
GOVERNMENT OPERATIONS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
5	REFUNDS	\$ 2,930.83
6	CORRECTIONS	\$ 2,322.43

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 11/17/14

		ERREOUS ASSESSMENTS											
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"				
Camden	2014	Lorie Russo	3001 147.005-1-25 NS			\$ 732.97	\$ 633.90	\$ 99.07	\$ -				
Kirkland	2014	John Nester, Sr.	4089 347.002-2-25.3 TN			\$ 427.28	\$ 427.28	\$ -	\$ -				
Kirkland	2013	John Nester, Sr.	4089 347.002-2-25.3 TN			\$ 431.75	\$ 431.75	\$ -	\$ -				
Kirkland	2012	John Nester, Sr.	4089 347.002-2-25.3 TN			\$ 440.99	\$ 440.99	\$ -	\$ -				
Vienna	2014	Carol Goris	6489 217.000-1-20 LL			\$ 5,113.86	\$ 996.91	\$ 4,116.95	\$ -				
Utica	2013	New York State D.O.T.	1600 318.41-1-9 PN	\$ 60.84	\$ 60.84			\$ -	\$ -				
Utica	2013	New York State D.O.T.	1600 318.41-1-28 QE	\$ 353.58	\$ 353.58			\$ -	\$ -				
Utica	2013	New York State D.O.T.	1600 318.41-1-40 LS	\$ 284.27	\$ 284.27			\$ -	\$ -				
Utica	2013	New York State D.O.T.	1600 318.41-2-53 PF	\$ 532.54	\$ 532.54			\$ -	\$ -				
Utica	2013	New York State D.O.T.	1600 318.48-2-33 RB	\$ 989.85	\$ 989.85			\$ -	\$ -				
Utica	2013	New York State D.O.T.	1600 318.48-2-64 TW	\$ 101.35	\$ 101.35			\$ -	\$ -				
							\$ 2,930.83		\$ -				

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

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

October 22, 2014

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

FN 20 14-382
HEALTH & HUMAN SERVICES

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

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 11/13/14

Dear Mr. Picente:

Re: C-026522

Attached are six (6) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Lead Poisoning Prevention Program.

Grant funds will be used to support enhanced local efforts to reduce the prevalence of elevated blood lead levels in children birth to 18 years through the implementation of a comprehensive lead poisoning prevention program which includes public ad professional outreach and education, collaboration with local health care providers for screening/testing, diagnostic evaluate, medical management, environmental interventions, and coordination of services for children 0 – 18 years with elevated blood lead levels.

The term of this Agreement shall become effective on October 1, 2014 and remain in effect through September 30, 2015. Reimbursement to Oneida County is in the amount of \$200,247 and is 100% grant funded.

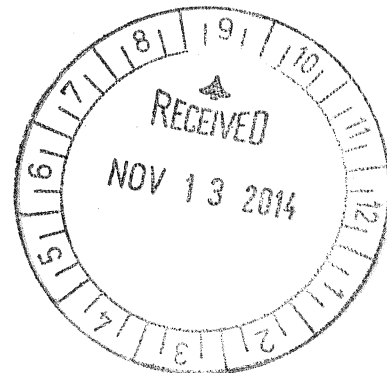
This Agreement is mandated by Public Health Law.

If this Agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,

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

attachments
ry



Oneida County Department: Public Health Competing Proposal: _____
Only Respondent: _____
Sole Source RFP: _____
Other: X

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Pat Burl

C-026522

New York State Department of Health
Bureau of Community Environmental
Health and Food Protection
Empire State Plaza, Corning Tower Building
Room 1395
Albany, New York 12237

SUMMARY STATEMENT: Grant funds will be used to support enhanced local efforts to reduce the prevalence of elevated blood lead levels in children birth to 18 years through the implementation of a comprehensive lead poisoning prevention program which includes public and professional outreach and education, collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for children 0 – 18 years with elevated blood lead levels.

DATES OF OPERATION: October 1, 2014 through September 30, 2015

TOTAL FUNDING REQUESTED: \$200,247

 NEW X RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: 100% state funded

EXPENSE ACCOUNT: A4015

REVENUE ACCOUNT: A3451



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street – Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

October 28, 2014

FN 20

14-383

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Contract Agreement between the Oneida County Office for the Aging/Office of Continuing Care, and the Resource Center for Independent Living, for the Board of Legislature's review and approval.

This Agreement is for the provision of Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and save taxpayer dollars by preventing premature nursing home placement. The total amount of this Agreement is \$97,500.00 which is 75% (\$73,125.00) State, and 25% (\$24,375.00) County funds. This contract commences January 1, 2015 and terminates December 31, 2015.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date

11/19/14

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: **Resource Center for Independent Living, Inc.**

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: **January 1, 2015 through December 31, 2015**

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour; five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance, and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level.

Each adult day service provider will serve OFA authorized participants with a structured 5 hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day total

Proposed Funding Source (Federal/State/County): (\$97,500.00) ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$73,125.00) County: 25% (\$24,375.00)

Cost per Client Served: \$60.00 per client per five hour day

Past Performance Data: The Resource Center for Independent Living, Inc. has provided Adult Day Care since 1984.

AGREEMENT

This is an Agreement by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING, INC. (RCIL)**, located at 401-409 Columbia Street, Utica New York 13503-0210, hereinafter known as "**CONTRACTOR**"; and **ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter known as the "**COUNTY**".

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds.

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

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

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

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

1. SOCIAL ADULT DAY CARE SERVICES

A. The **CONTRACTOR** agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the **COUNTY's** 2000 Policy and Procedure Manual.

B. The **CONTRACTOR** agrees to provide Social Model Adult Day Services to frail individuals as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

- C. The **CONTRACTOR** agrees to provide services in Oneida County.
- D. The **CONTRACTOR** agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:
 - 1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
 - 2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
 - 3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.
- E. The **CONTRACTOR** agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

2. **OTHER SPECIFICATIONS**

- A. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR's** adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.
- B. The **CONTRACTOR's** personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.
- C. The **CONTRACTOR** and **COUNTY** agree to hold periodic coordinating meetings as needed.
- D. The **CONTRACTOR** and **COUNTY** agree to work cooperatively to develop comprehensive adult day services for Oneida County.
- E. The **CONTRACTOR** agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

3. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms

and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B The COUNTY agrees to reimburse the CONTRACTOR **\$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed **\$97,500.00**.

C. The COUNTY funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

4. **TERM OF CONTRACT**

A. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence **January 1, 2015 and terminate December 31, 2015**.

5. **STANDARD ASSURANCES**

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

B. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided, these will be performed by an individual who holds a Personal Care Aide, or Certified Nurse's Aide certificate.

D. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

E. The CONTRACTOR shall obtain, and submit to the COUNTY, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

F. The CONTRACTOR understands that all equipment acquired with funds through this agreement shall remain the property of the COUNTY; and if the contract and/or program is terminated, the COUNTY shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by this Agreement, including Federal AOA-Older Americans Act Title

III, Title V, Title VII; NYSOFA - EISEP, CSEP/IIIE, CSI, SNAP, HIICAP, and County of Oneida funds will give due recognition to the Federal Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. *"This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."*). Copies of all such printed or published materials should be forwarded by the **CONTRACTOR** to the **COUNTY** at the end of each month.

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

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

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

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups

within the PSA. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

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

D. To the extent possible, the **CONTRACTOR** agrees that it and any subcontractors will perform all work in accordance with the terms of the **COUNTY'S** Annual Implementation Plan (AIP). The **COUNTY** agrees to make the Annual Plan available to the **CONTRACTOR**.

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

7. GRIEVANCE PROCEDURES

A. The **CONTRACTOR** agrees to implement the **COUNTY** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

8. FISCAL REQUIREMENTS

A. The **CONTRACTOR** shall keep all **COUNTY** funds separate; further, state and federal funds shall not be used as local share (match) for the programs and services provided through this Agreement.

B. The **CONTRACTOR** will submit a written request and receive written approval from the **COUNTY** for any budget revisions. It is understood and agreed by the **CONTRACTOR** that any and all costs incurred due to unauthorized revisions shall be borne by the **CONTRACTOR**.

C. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions which are found in the attached **APPENDIX C**.

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

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

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

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

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

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

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

9. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the Agency and the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

B. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or

error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors.

The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. 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 or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **COUNTY** as an **ADDITIONAL INSURED** and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.

10. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, pursuant to the requirements of **COUNTY** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The **CONTRACTOR** shall maintain appropriate client records on each participant who receives services through this agreement; the **COUNTY** shall have access to the client records upon request.

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

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **COUNTY** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

11. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** agrees to utilize the **COUNTY** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County.

B. The **CONTRACTOR** and the **COUNTY** agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

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

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

12. **AGREEMENT CANCELLATION**

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

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the **COUNTY** and shall be returned to the **COUNTY** within the thirty (30) day final accounting period.

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

13. **NO CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

14. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

15. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

CONTRACTOR

Zvia McCormick, Chief Executive Officer
Resource Center for Independent Living

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

COUNTY

Michael J. Romano, Director OFA/OCC

Date

Approved As To Form **ONLY:**
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging
2014-2015
Voucher Instructions
For Units of Services Contracts

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

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

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

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

10. Technical Assistance:

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

Susie Perritano, Accounting Supervisor

APPENDIX D

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).

- 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.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424

Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

August 27, 2014

FN 20 14-384

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,


This is a contract for Local Emergency Performance Grant money to assist in the operation of the Oneida County Emergency Services Department. This program is funded by the New York State Department of Homeland Security and Emergency Services and it made available to State and Local government through the Federal Emergency Management Agency.

The Award of this grant to Oneida County is in the amount of \$93,640.00. The grant covers the period from October 1, 2013 to September 30, 2015.

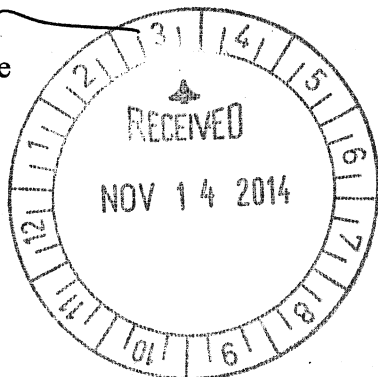
The purpose of the grant is to support the development and maintenance of comprehensive emergency management at the State and local levels and to encourage the improvement of readiness response and recovery capabilities for all hazards that threaten the state's communities. Funds provided under the grant may and should be used to support activities that contribute to capability to prevent, to prepare for and recover from natural and man-made disasters.

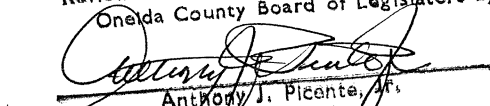
I respectfully request that you submit this contract to the Board of Legislators for approval and when approved, please have it electronically signed. If you have any questions please contact me.

Sincerely,


Kevin W. Revere
Director

kmg



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

Anthony J. Picente, Jr.
County Executive
Date 11/14/14

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization : New York State Division of Homeland Security and Emergency Services.

Title of Activity or Services: Homeland Security Grant – FY2014 Emergency Management Performance Grant.

Proposed Dates of Operations: October 1, 2013 to September 30, 2015

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

To assist in the Operations of the Office of Emergency Services.

2). Program/Service Objectives and Outcomes

To support the development and maintenance of a comprehensive emergency management efforts in the county.

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

Total Funding Requested: \$93,640.00

Oneida County Dept. Funding Recommendation: \$93,640.00

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: Yearly grant application. FY2014 amount is \$93,640.00
Please note electronic signature is required.

<p><u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C150445 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2014 EMPG <u>CFDA NUMBER:</u> 97.042 <u>DHSES NUMBERS:</u> WM14150445</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2013 TO 09/30/2015 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$93,640.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Award Contract

EMPG

Project No.

Grantee Name

EM14-1026-D00

Oneida County

08/26/2014

Award Contract

EMPG

Project No.

Grantee Name

EM14-1026-D00

Oneida County

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EMPG

Project No.

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EM14-1026-D00

Oneida County

08/26/2014

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support Authorized Emergency Management Activities	1	\$187,280.00	\$187,280.00	\$93,640.00	\$93,640.00
Total				\$187,280.00	\$93,640.00	\$93,640.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$187,280.00	\$93,640.00	\$93,640.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$187,280.00	\$93,640.00	\$93,640.00

Award Contract**EMPG****Project No.****Grantee Name**

EM14-1026-D00

Oneida County

08/26/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order

for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

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

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

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on

Award Contract**EMPG****Project No.**

EM14-1026-D00

Grantee Name

Oneida County

08/26/2014

Work Plan**Goal**

To assist local governments in preparing for all hazards.

Objective #1

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance Grant

Target Capability

Primary - Planning

To build and sustain emergency management capabilities.

Task #1 for Objective #1

Conduct organizational activities to support all-hazards emergency management operations.

Performance Measure

1 Organizational activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced emergency management operations in the jurisdiction.

Task #2 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

Performance Measure

1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #3 for Objective #1

Design, develop, conduct and/or participate in exercises using HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

Performance Measure

1 Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative describing how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Task #4 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide authorized training to appropriate personnel. EMPG funded personnel complete required NIMS and Professional Development Series training courses.

Performance Measure

1

Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Award Contract**EMPG****Project No.**

EM14-1026-D00

Grantee Name

Oneida County

08/26/2014

APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

- 1) Appendix A-1
- 2) Modifications to the Face Page
- 3) Modifications to Appendices B, C and D
- 4) The Face Page
- 5) Appendices B, C and D
- 6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

S. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.¹

U. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2) Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in

the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1) Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3) Effect of Notice and Termination on State's Payment Obligations:

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

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:² Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:³ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁴ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁵ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:⁶ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number.

Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative

aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period

when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

- b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.
- c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).
- d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.
- e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.
- f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(1)(7)(d) or (e) herein must make all procurements as noted below:
- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
 - ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
 - iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
 - iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
 - v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
- 8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.
- 9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.
- a) DHSES shall provide the Contractor with written notice of noncompliance.
 - b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

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

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

- 1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
- 2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
- 3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
- 4) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
- 5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
- 6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

- 1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
- 2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

- 1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.
- e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.
- 4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
- ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check

disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal

funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
- 3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- 4) At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

- 1) If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
 - d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of

such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2) any debts owed for UI contributions, interest, and/or penalties;
- 3) the history and results of any audit or investigation; and
- 4) copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7) Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason (s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁷ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

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

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's

demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2) Contract Goals

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

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

3) Equal Employment Opportunity (EEO)

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

b) Contractor shall comply with the following provisions of Article 15-A:

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

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

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

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

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

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

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

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract.

Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

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

6) MWBE Subcontractor Utilization Quarterly Report

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

7) Liquidated Damages - MWBE Participation

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

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

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

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage

the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

EEO

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal

audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business

Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

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

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

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a

royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

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

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

¹ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

² A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

³ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁵ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁶ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁷ Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

Award Contract**EMPG****Project No.****Grantee Name**

EM14-1026-D00

Oneida County

08/26/2014

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Emergency Management Performance Grant (EMPG) funds must be used in accordance with the guidelines set forth in the EMPG application kit, which can be located at <http://www.fema.gov/preparedness-non-disaster-grants>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with EMPG funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding EMPG funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for EMPG as listed on the Authorized Equipment List (AEL) (<https://www.llis.dhs.gov/knowledgebase>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using EMPG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS training courses to be supported by this award must be submitted to DHSES for approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater.

Grantees must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

F. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

G. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive Law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

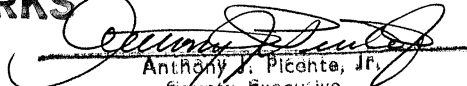
DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

October 21, 2014

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

FN 20 14-385
PUBLIC WORKS

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


Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 11/14/14

Dear County Executive Picente,

Oneida County received notice from the New York State Department of Transportation (NYSDOT) that Federal aid will be available for the rehabilitation of the Randall Road Bridge (BIN 2266560) over CSX tracks in the town of Verona. This project is contingent upon a railroad grade crossing closure at Sand Hill Road in the Town of Verona. The scope of work includes deck repairs, joint repair/replacement, structural repairs, bridge and approach rail repair/replacement, and approach paving. This will be a 100% Federal aid project with no local match.

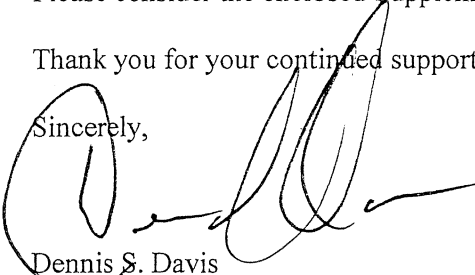
On June 11, 2014 the Oneida County Board of Legislators approved a Federal Aid Local Project Agreement between Oneida County and NYSDOT for the aforementioned work. This agreement authorized the County to be reimbursed up to \$260,000.00 in Federal funds as expenditures are made. This amount covers 100% of the anticipated consulting fees necessary for preparation of plans and specifications.

The original contract start is September 23, 2013. This date must be changed to July 23, 2013 to allow full reimbursement of all project costs. Enclosed is Supplemental Agreement No. 1 that when fully executed will change the start date to July 23, 2013.

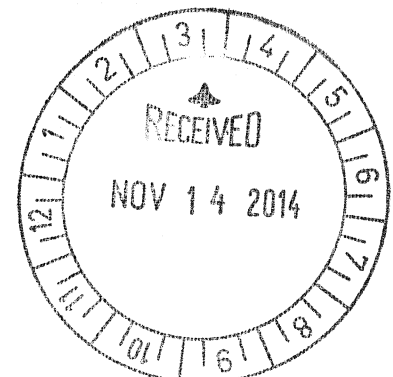
Please consider the enclosed Supplemental Agreement No. 1 at your earliest convenience.

Thank you for your continued support.

Sincerely,


Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



Competing Proposal X
Only Respondent
Sole Source RFP

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: New York State Department of Transportation
207 Genesee Street
Utica, NY 13501

Title of Activity or Service: Federal and Local Project Agreement
(Grant)

Proposed Dates of Operation: 9/23/2013 – 9/30/2018

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County received notice from the New York State Department of Transportation (NYSDOT) that Federal aid will be available for the rehabilitation of the Randall Road Bridge (BIN 2266560) over CSX tracks in the town of Verona. This project is contingent upon a railroad grade crossing closure at Sand Hill Road in the Town of Verona. The scope of work includes deck repairs, joint repair/replacement, structural repairs, bridge and approach rail repair/replacement, and approach paving. This will be a 100% Federal aid project with no local match.

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The original contract start is September 23, 2013. This date must be changed to July 23, 2013 to allow full reimbursement of all project costs. Enclosed is Supplemental Agreement No. 1 that when fully executed will change the start date to July 23, 2013.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$260,000.00 **Account #:** H-298
Oneida County Dept. Funding Recommendation: \$260,000.00
Proposed Funding Sources (Federal \$/ State \$/County \$): \$260,000.00 Federal

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **County of Oneida**
PIN: **2930.97** BIN: **2266560**
Comptroller's Contract No. **D034714**
Supplemental Agreement No. **1**
Date Prepared: **10/10/2014** By: **CED**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D034714 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

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

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

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

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

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

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

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

Sponsor: County of Oneida
PIN: 2930.97 BIN: 2266560
Comptroller's Contract No. D034714
Supplemental Agreement No. 1
Date Prepared: 10/10/2014 By: CED
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Oneida

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

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2930.97.322	Current	HPP	\$260,000.00	\$260,000.00	\$0.00	\$0.00
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$260,000.00	\$260,000.00	\$ 0.00	\$ 0.00

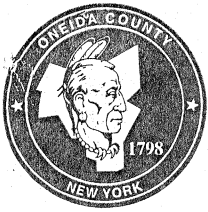
C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$260,000.00	\$0.00	\$0.00	\$0.00	\$260,000.00

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

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



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

MEMORANDUM

TO: Mikale P. Billard
Clerk of the Oneida County Board of Legislators

FN 20 14-386

READ & FILED

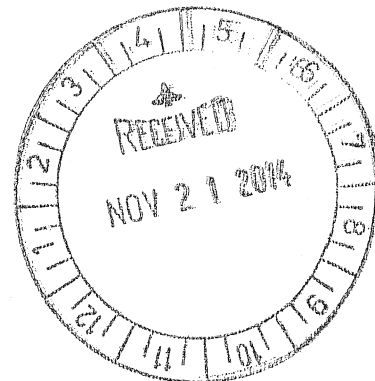
FROM: Steven P. Devan, P.E.
Commissioner

SUBJECT: Proposed 2015 Oneida County Sewer District Rate Schedule

DATE: November 20, 2014

Please find attached the proposed Oneida County Sewer District rate Schedule for 2015 and corresponding legal notice. As the legal notice indicates, I am required to file it with you so that it is available for public inspection.

Thank you for your cooperation in this matter. Please feel free to contact me if you have any questions.



NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the proposed 2015 sewer use charges for the Oneida County Sewer District have now been completed by the administrative head of said District and have been filed with the Clerk of the Board of the Oneida County Board of Legislators.

TAKE FURTHER NOTICE, that the administrative head of the Oneida County Sewer District will conduct a public hearing on said charges at the Oneida County Water Pollution Control Plant, 51 Leland Ave, Utica, NY at 11:00 AM, on the 1st day of December, 2014 for the purpose of hearing and reviewing any comments on the proposed sewer service charges.

TAKE FURTHER NOTICE, that written statements may be submitted at this time. Furthermore, the record shall remain open for a period of five (5) days following this public hearing for the purpose of receiving any additional written comments. Such comments may be filed up to the 8th day of December 2012. Comments can be mailed to OCSD, P.O. Box 442, Utica, NY 13503-0442.

TAKE FURTHER NOTICE, that the proposed sewer use charges will remain of file with the Clerk of the Board of the Oneida County Board of Legislators and will be open to public inspection during regular business hours.

Dated: November 18, 2014

Steven P. Devan, P.E.
Commissioner
Oneida County Department of
Water Quality and Water Pollution Control
P.O. Box 442
Utica, NY 13505-0442



ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE EFFECTIVE JANUARY 1, 2015

This rate schedule will apply to all bills issued on or after April 1, 2015.
It will remain in effect until modified by the Oneida County Board of Legislators

A. RESIDENTIAL CUSTOMER FEES

1. Metered Consumption

Customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$4.13 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$4.13)}{(1000 \text{ gallons})}$$

2. Unmetered Consumption

Customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$4.13 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$4.13)}{(1000 \text{ gallons})}$$

Customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

3. Sauquoit Creek Basin Surcharge

In addition to the charges listed in sections 1 and 2, customers whose discharge is tributary to the Sauquoit Creek Pumping Station will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will be \$1.05 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District, and the Clayville Water District or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$1.05)}{(1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$1.05)}{(1000 \text{ gallons})}$$



B. INDUSTRIAL CUSTOMER FEES

1. Basic Rate

Industrial customers will be charged a fee based on metered water consumption and be subject to the same rates as residential customers. In addition to these fees, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. High Strength Wastewater

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

3. Federal Categorical Pretreatment Standards

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

4. Additional Sampling Fees

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.

5. Groundwater Remediation Projects

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.



C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT

1. Basic Rate

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

2. Domestic Wastewater

Haulers of septage, cesspool and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

3. Non-Domestic Wastewater

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

4. Municipal or Private Sewage Treatment Systems

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

5. Low Solids Wastewater and Leachate

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

6. Landfill Leachate

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.



D. OTHER CHARGES AND ADJUSTMENTS

1. Late Charges

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

2. Delinquent Charges

All accounts that are overdue after October 31st and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

3. Uncompensated Use of Sewer District Services

Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.

4. Refunds

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.



Refunds for charges occurring in the current year will be processed as a credit to the customer's account. If the refunds encompass more than one year, or an active account no longer exists, the customer will receive reimbursement directly from the Sewer District, once the appropriate documents have been filed and processed by the County. If the refund is associated with a property that has a County tax lien, the refund will not be processed until this tax lien is satisfied.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve refunds up to \$1,000 per account. The Oneida County Board of Legislators must approve refunds over this amount.

5. Adjustments

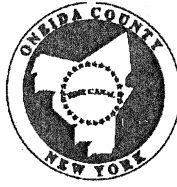
Customers may request an adjustment to an account for abnormal water consumption that was not discharged to the sewer system. Adjustments will be considered only if water consumption records indicate an abnormal pattern of water use and if physical evidence exists to support the adjustment claim. The customer must petition the Sewer District in writing within 180 days of the occurrence of the event causing abnormal water consumption to have an adjustment considered.

Customers may request adjustments to an account for water consumed in industrial or manufacturing processes. The customer must petition the Sewer District in writing to have such an adjustment considered. Supporting documentation must accompany the petition. The Sewer District may require additional engineering analysis to support a petition. The cost of this analysis is the responsibility of the petitioner.

The Sewer District may, at its own discretion, conduct an investigation, including a physical inspection of the property, to establish the legitimacy of an adjustment claim. Normal water consuming activities such as routine swimming pool maintenance, car washing and lawn or garden watering are not grounds for an adjustment.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve adjustments up to \$7,500 per account. The Oneida County Board of Legislators must approve adjustments over this amount.

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 14 - 387

+ 0

FN 20 14 - 390

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: November 21, 2014
Re: Bond Resolutions

Attached please find four bond authorization resolutions that correspond to projects that were approved in the 2015 adopted capital budget as follows:

H305 – County Office Building Asbestos Abatement	\$ 2,700,000	2014 - 387 - Public Works
H473 – Comprehensive Building Improvements	\$ 2,000,000	2014 388 - Public Works
H523 – Rome Family Courthouse	\$ 500,000	2014 389 - Public Works
H497 – MVCC Plumley Addition & Renovation	\$ 14,611,500	2014 390 - Economic Development

We have been asked to expedite the non-MVCC projects so that the bid process can be started. The authorization for the Plumley Addition and Renovation project is needed so that MVCC can request the matching State funding.

Resolutions for the remaining approved capital projects will be submitted for Board approval at a future date.

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their December 10, 2014 meeting.

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 11-25-14

INTRODUCTORY
NO. _____

F.N. 2014-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

FN 20 14-387

INTRODUCED BY: _____

**PUBLIC WORKS
WAYS & MEANS**

2ND BY: _____

A RESOLUTION AUTHORIZING ASBESTOS ABATEMENT AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,700,000, AND AUTHORIZING THE ISSUANCE OF \$2,700,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H305)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Asbestos abatement at the County Office Building in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$2,700,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,700,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 12 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY
NO. _____

F.N. 2014-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

FN 20 14 - 388

INTRODUCED BY: _____

PUBLIC WORKS

2ND BY: _____

WAYS & MEANS

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO VARIOUS COUNTY BUILDINGS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,000,000, AND AUTHORIZING THE ISSUANCE OF \$2,000,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H473)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The construction of improvements to various County buildings in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$2,000,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY
NO. _____

F.N. 2014-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

FN 20 14-389

INTRODUCED BY: _____

2ND BY: _____

PUBLIC WORKS
WAYS & MEANS

A RESOLUTION AUTHORIZING DESIGN COSTS IN CONNECTION WITH THE ROME FAMILY COURTHOUSE RENOVATION PROJECT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$500,000, AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H523)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Design costs in connection with the Rome Family Courthouse renovation project in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$500,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$500,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

INTRODUCTORY
NO. _____

F.N. 2014-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

FN 20 14 - 390

INTRODUCED BY: _____

**ECONOMIC DEVELOPMENT
& TOURISM**

2ND BY: _____

WAYS & MEANS

A RESOLUTION AUTHORIZING BUILDING IMPROVEMENTS AT THE MOHAWK VALLEY COMMUNITY COLLEGE IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$30,573,000, AND AUTHORIZING THE ISSUANCE OF \$14,611,500 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H497)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Building improvements at the Mohawk Valley Community College in and for said County, including design costs, original furnishings, equipment, machinery and apparatus, as well as site improvements and incidental expenses, is hereby authorized at a maximum estimated cost of \$30,573,000.

Section 2. The plan for the financing of such maximum estimated cost is (i) by the issuance of \$14,611,500 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; (ii) by the issuance of \$675,000 bonds previously authorized for design; and (iii) by the application of state aid.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County

Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such 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 consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



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

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

October 10, 2014

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

FN 20 14-391

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

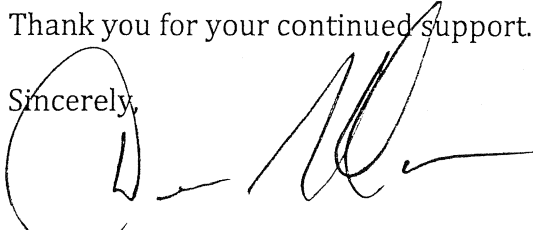
Oneida County currently leases approximately 4,954 square feet of office space at 209 Elizabeth Street, Utica, for Working Solutions. The lease has expired and reverted to a month to month tenancy.

The enclosed lease agreement will replace the preexisting lease with nearly identical terms and conditions. Most importantly, the lease rate for the original term will not change. The annual proposed fee is \$56,689.44 (\$4,724.12/month) with a termination date of August 31, 2019. There are two (2) optional five (5) year renewal terms.

If acceptable, please forward the enclosed lease to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,


Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 11-25-14

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Pearl Property Management Corp.
209 Elizabeth Street
Utica, NY 13501

Title of Activity or Service: Lease

Proposed Dates of Operation: Current – August 31, 2019

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County currently leases approximately 4,954 square feet of office space at 209 Elizabeth Street for Working Solutions. The lease has expired and reverted to a month to month tenancy. The enclosed lease agreement will replace the preexisting lease with nearly identical terms and conditions. Most importantly, the lease rate for the base term will not change. The annual proposed fee is \$56,698.44 (\$4,724.12/month) with a termination date of August 31, 2010. There are two (2) optional five (5) year renewal terms.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$283,447.20 **Account #:**

Oneida County Dept. Funding Recommendation: \$283,447.20

Proposed Funding Sources (Federal \$/ State \$/County \$): 95% Federal, 5% State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

THIS LEASE, made the 1st day of September, 2014, between:

PEARL PROPERTY MANAGEMENT CORP., with offices located at 209 Elizabeth Street, Utica, NY 13501, (“LESSOR”),

and

THE COUNTY OF ONEIDA, NY, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with its principal offices at 800 Park Avenue, New York 13501 (“LESSEE”), consists of the following recitals, promises, conditions and covenants:

RECITALS:

ARTICLE 1 – DEFINITIONS

1.1 As used in this lease, the following underlined capitalized word shall have the following meanings:

1.1.1 **LAND** – LESSOR’S land at 209 Elizabeth Street in the City of Utica, County of Oneida and State of New York.

1.1.2 **BUILDING** – The four (4) story building, commonly known as the “Paul Building”, existing on the LAND as of the date hereof.

1.1.3 **REAL PROPERTY** – The LAND, the BUILDING and any other improvements on the LAND at the date hereof or at any time thereafter.

1.1.4 **DEMISED PREMISES** – Four Thousand Nine Hundred and Fifty-Four (4,954) square feet of floor space on the second (2nd) floor of the BUILDING as outlined on the second (2nd) floor layout annexed hereto and marked as **EXHIBIT “A”**.

1.1.5 **COMMON AREAS** – All portions of the LAND not covered by the BUILDING and other improvements, plus all the common areas within the BUILDING as designated by LESSOR from time to time. For the purpose of this section “1.1.5”, common areas within the BUILDING shall mean those areas of the BUILDING neither leased nor intended to be leased exclusively to a particular tenant.

1.1.6 **TERM** – The original term of this lease and the renewal term(s) of this lease, if and when in effect, unless expressly stated otherwise or unless the context clearly indicates otherwise.

1.1.7 **COMMENCEMENT DATE** – The date the original term of this lease commences.

1.1.8 **LEASE YEAR** – Each consecutive twelve (12) month period occurring during the TERM, the first LEASE YEAR to commence on the COMMENCEMENT DATE and each subsequent LEASE YEAR to commence on each subsequent anniversary of the COMMENCEMENT DATE.

ARTICLE 2 – LEASE

2.1 LESSOR hereby leases to LESSEE, and LESSEE hereby hires and takes from LESSOR, the DEMISED PREMISES, which shall include use, in common with LESSOR, his agents, servants, employees, licensees, invitees, customers and sublesses, of the REAL PROPERTY. LESSEE’S use and occupancy provided under this section “2.1” shall be subject to all easements, agreements, rights-of-way, conditions and restrictive covenants of record affecting the DEMISED PREMISES now or at any time in the future.

ARTICLE 3 – USE

3.1 LESSEE shall use the DEMISED PREMISES for governmental offices and purposes incidental thereto, which use is subject to and in accordance with all rules, regulations, laws, ordinances, statues and requirements of all governmental authorities and the Board of Fire Underwriters and any similar bodies having jurisdiction thereof.

ARTICLE 4 - TERM

4.1 The original term of this lease shall be for a period of five (5) years, commencing on September 1, 2014 and ending on August 31, 2019.

4.2 In the event LESSEE is not then in default of any of LESSEE’S obligations under this lease, LESSEE shall have the right to renew this lease for a first renewal term of five (5) years upon all of the same terms and conditions as were applicable during the original term except as otherwise provided herein. In order to exercise such right of renewal, LESSEE must give LESSOR notice of LESSEE’S election to renew at least ninety (90) days prior to expiration of the original term.

4.3 In the event LESSEE is not then in default of any of LESSEE’S obligations under this lease, LESSEE shall have the right to renew this lease for a second renewal term of five (5) years upon all of the same terms and conditions as were applicable during the original term except as otherwise provided herein. In order to exercise such right of renewal, LESSEE must give LESSOR notice of LESSEE’S election to renew at least ninety (90) days prior to expiration of the first renewal term.

ARTICLE 5 – LEASE CHARACTERIZATION

5.1 LESSEE shall have no obligations under this lease or with respect to the DEMISED PREMISES except if and as expressly provided in this lease.

ARTICLE 6 – LESSOR’S IMPROVEMENTS

6.1 LESSOR shall have no obligation to make any improvements to the DEMISED PREMISES in anticipation of LESSEE’S occupancy thereof.

ARTICLE 7 – LESSEE’S IMPROVEMENTS

7.1 Subject to the provisions of Section “7.2”, LESSEE shall, at LESSEE’S own cost and expense, perform all labor, services and management, and furnish all materials, plant and equipment, necessary to make and complete, in a good, substantial and approved manner, any improvements to the DEMISED PREMISES which LESSEE desires and to complete the DEMISED PREMISES in order to accommodate LESSEE’S use thereof. LESSEE shall pay for all utilities incurred in doing any of the foregoing.

7.2 No portion of the DEMISED PREMISES shall be demolished, removed or structurally altered by LESSEE without the prior written consent of LESSOR, and, if necessary, of the holder of any mortgage lien on the REAL PROPERTY. Except for the limitation contained in the immediately preceding sentence, LESSEE may, at any time, at LESSEE’S own cost and expense, make any alteration, rebuilding, replacement, change, addition and improvement in and to the DEMISED PREMISES, subject to the following conditions:

7.2.1 Such work shall be performed in a first class workmanlike manner, and shall not weaken or impair the structural strength or lessen the value of the DEMISED PREMISES or change the purposes for which the DEMISED PREMISES may be used.

7.2.2 Such work, if the estimated cost thereof is more than Twenty-Five Thousand Dollars (\$25,000.00), shall be accomplished according to plans and specifications which shall be first submitted to and approved by LESSOR, which approval shall not be unreasonably withheld.

7.3 Nothing contained in this Article 7 or elsewhere in this lease shall be deemed or construed in any way as constituting the consent or request of LESSOR, express or implied, for the performance of any labor or the furnishings of any materials for a specific improvement, alteration or repair of or to the DEMISED PREMISES nor as giving LESSEE a right, power or authority to contract for or permit the rendering of any services or the furnishing of any material that would give rise to the filing of any lien against the REAL PROPERTY or any part thereof.

ARTICLE 8 – MINIMUM RENT

8.1 Annual rent during the original term shall be the sum of Fifty-Six Thousand Six Hundred Eighty Nine and 44/100 Dollars (\$56,689.44) and shall be payable in equal monthly installments of Four Thousand Seven Hundred Twenty Four and 12/100 Dollars (\$4,724.12) each, in advance, on the first day of each and every month during the original term.

8.2 Annual rent during the first renewal term shall be the sum of Fifty-Eight Thousand Three Hundred Ninety and 08/100 Dollars (\$58,390.08) and shall be payable in equal monthly installments of Four Thousand Eight Hundred Sixty Five and 84/100 Dollars (\$4,865.84) each, in advance, on the first day of each and every month during the first renewal term.

8.3 Annual rent during the second renewal term shall be the sum of Sixty Thousand One Hundred Forty One and 84/100 Dollars (\$60,141.84) and shall be payable in equal monthly installments of Five Thousand Eleven and 82/100 Dollars (\$5,011.82) each, in advance, on the first day of each and every month during the second original term.

ARTICLE 9 – REAL ESTATE TAXES

9.1 LESSOR shall bear, pay and discharge all real estate taxes and other assessments (collectively “real estate taxes”) which are assessed, imposed, levied or charged (collectively “assessed”) upon the REAL PROPERTY during the TERM.

ARTICLE 10 – COMMON AREAS

10.1 LESSOR shall hold LESSEE harmless from any and all costs and expenses associated in any manner with the COMMON AREAS, except as hereinafter provided in this Article 10.

10.2 LESSOR shall make or cause to be made, and pay all costs and expenses for, all necessary or (i) reasonable maintenance, repairs and other non-capital improvements or to the COMMON AREAS, (ii) electric, gas, water and sewer utility and janitorial services for the COMMON AREAS, (iii) liability and causality insurance premiums for the REAL PROPERTY, and (iv) management costs and expenses for the REAL PROPERTY. Maintenance of the COMMON AREAS shall be deemed to include, but not be limited to, snow removal, non-hazardous waste removal, landscaping care, repair and striping of parking areas, roadways and walkways, operating and installing lighting fixtures and equipment which are located in, or used for, the COMMON AREAS.

10.3 The COMMON AREAS shall at all times be subject to the exclusive control and management of LESSOR, and LESSOR shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the COMMON AREAS. LESSOR shall have the right to construct, maintain and operate lighting facilities in the COMMON AREAS; to police the same; to designate areas for storage of trash and garbage, which areas, when designated by LESSOR, shall not detract for the REAL PROPERTY or cause noxious odors in the BUILDING; to close temporarily all or any portion of the COMMON AREAS to such extent as may, in the opinion of LESSOR’S counsel, be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to do and perform such other acts in and to the COMMON AREAS, in the use of good business judgment, as LESSOR shall determine to be advisable with the view to the improvement of the convenience and use thereof by tenants of the REAL PROPERTY, their agents, servants, employees, customers, other invitees and licensees.

ARTICLE 11 – UTILITIES

11.1 LESSOR shall, at LESSOR'S own cost and expense, provide and pay for all LESSEE'S requirements for heat and utilities, other than telephone and cable TV, used at, in or about the DEMISED PREMISES, including but not limited to, water, sewer, oil, gas and electricity.

ARTICLE 12 – REPAIRS

12.1 LESSOR shall, at LESSOR'S own cost and expense, take good care of the REAL PROPERTY and maintain the same in good order and condition and make all repairs necessary to do so and not required to be made by LESSEE under Section "12.2".

12.2 LESSEE SHALL, at LESSEE'S own cost and expense take good care of the DEMISED PREMISES, its fixtures and appurtenances, and be responsible and pay for all LESSOR'S repairs and replacements to the REAL PROPERTY, including the DEMISED PREMISES, whether ordinary or extraordinary, major or minor, structural or non-structural, foreseen or unforeseen, which are necessary to keep the same in good order and condition and are necessitated by the fault or neglect of LESSEE and LESSEE'S agents, servants, employees, invitees and licensees. LESSEE shall suffer no waste or injury to the DEMISED PREMISES and shall quit and surrender the same at the end or other expiration of the TERM in good order and condition, broom clean, ordinary wear and tear and damage by the elements excepted.

ARTICLE 13 – COMPLIANCE WITH LAWS AND REGULATIONS

13.1 LESSEE shall, at LESSEE'S own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the DEMISED PREMISES as a result of LESSEE'S use and occupancy thereof, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, including, but not limited to, complying with all laws, ordinances, rules, regulations and orders pertaining to fire, ventilation and environmental safety.

13.2 LESSOR shall, at LESSOR'S own cost and expense, execute any comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the REAL PROPERTY made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, including, but not limited to, complying with all laws, ordinances, rules, regulations and orders pertaining to fire, ventilation and environmental safety, and not required to be complied with by LESSEE under Section "13.1".

ARTICLE 14 – INSURANCE

14.1 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force full general public liability insurance in the amount of at least

One Million Dollars (\$1,000,000.00) for injury or death to any one or more persons, and damage to property, all with respect to any one (1) accident, protecting and indemnifying LESSOR from liability for injuries to persons or damage to property occurring in, at or about the REAL PROPERTY by reason of LESSEE'S use and/or occupancy of the DEMISED PREMISES. Any such policy of insurance shall name LESSOR as additional insured thereunder.

14.2 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force fire insurance with extended coverage endorsement on all LESSEE'S trade fixtures and equipment located in or upon the DEMISED PREMISES, in an amount equal to the full replacement cost thereof, excepting, that in the event LESSEE shall obtain such insurance with a co-insurance clause, LESSEE shall only be required to maintain such insurance in an amount equal to such co-insurance percentage of full replacement cost, but in no event less than eighty percent (80%) thereof.

14.3 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force plate glass insurance on all plate glass located in or upon the DEMISED PREMISES in an amount equal to the full replacement cost thereof. Any such policy of insurance shall name LESSOR as an additional insured thereunder.

14.4 LESSEE shall, prior to commencement of the TERM, deliver to LESSOR a duplicate original or a certificate of all policies of insurance required to be provided by LESSEE under this Article 14, together with evidence of payment therefor, and including an endorsement which states that such insurance may not be cancelled except on at least ten (10) days prior written notice to LESSOR. All policies of insurance required to be provided and kept in force by LESSEE pursuant to this Article 14 shall be written by one or more insurance companies authorized to do business in the State of New York and shall waive any rights of subrogation on the part of the insurer against LESSOR or LESSOR'S designees. At least twenty (20) days prior to expiration of any such policy, LESSEE shall deliver to LESSOR a duplicate original or a certificate of all policies procured in replacement or renewal thereof, which policy or policies, if in replacement, shall have a similar cancellation provision.

ARTICLE 15 – COVENANTS

15.1 LESSEE shall not deface or disfigure any part of the DEMISED PREMISES, or suffer the same to be done, or do anything or suffer anything to be done, which causes or may cause injury to any other part of the REAL PROPERTY.

ARTICLE 16 – CASUALTY LOSS

16.1 LESSEE shall give LESSOR immediate notice of any fire or other damage to, or destruction of, the DEMISED PREMISES or any part thereof. LESSOR shall, at LESSOR'S own cost and expense, in the event of damage to or destruction of the DEMISED PREMISES or any part thereof by fire or other cause, repair or rebuild the same and any leasehold improvements therein, within a reasonable time after such damage or destruction, provided (i) if such damage or destruction shall occur during the last twelve (12) months of the TERM and LESSEE does not have or does not exercise an available right of renewal within thirty (30) days

after such damage or destruction, or (ii) if the damage or destruction to the DEMISED PREMISES or any other portion of the BUILDING shall be so substantial as, in LESSOR'S opinion, makes repair and restoration thereof unfeasible, LESSOR shall have the right, upon notice to LESSEE, to terminate this lease and the TERM and upon such termination neither LESSOR nor LESSEE shall have any further rights or obligations with respect to or against each other as a result of this lease except that LESSEE shall remain liable for any monies due and owing to LESSOR, but unpaid, at the date of termination and LESSOR shall be entitled to retain, as LESSOR'S own property, any insurance payable by virtue of any policy of insurance owned by LESSOR with respect to the REAL PROPERTY or any part thereof. No claim shall be made by LESSEE against LESSOR in any case for compensation or damages by reason of interruption of LESSEE'S business as a result of any damage to or destruction of the DEMISED PREMISES by fire or other cause, or arising from the necessity of repairing and rebuilding the same. LESSEE shall be entitled to equitable abatement of rent during any period of time that LESSEE is unable to use the DEMISED PREMISES or any portion thereof by reason of damage thereto or destruction thereof by fire or other casualty.

ARTICLE 17 – EMINENT DOMAIN

17.1 If the whole of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, the TERM shall cease at the time of such taking or condemnation.

17.2 If part, but not the whole, of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, and LESSEE is unable to substantially use the DEMISED PREMISES for the uses which LESSEE is authorized to use the same, the TERM shall cease at the time of such taking or condemnation.

17.3 If part, but not the whole, of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, and LESSEE is still substantially able to use the DEMISED PREMISES for the uses for which LESSEE is authorized to use the same, this lease and the TERM shall continue and rent shall be equitably abated, provided, however, that in such event LESSOR shall, at LESSOR'S own cost and expense, make all necessary repairs or alterations to the DEMISED PREMISES so as to constitute that portion of the DEMISED PREMISES not taken a complete architectural unit and as nearly similar in character to the DEMISED PREMISES immediately prior to the taking.

17.4 Any award resulting from any taking or condemnation of any part or the whole of the REAL PROPERTY by any competent authority for any use or purpose shall belong to, and be the sole and exclusive property of LESSOR, and LESSEE hereby assigns to LESSOR all right and claim which LESSEE may otherwise have to such award and agrees to execute any and all instruments or other documents which at any time may be necessary or reasonably requested by LESSOR therefor. Notwithstanding any provisions of this Section "17.4" hereinbefore to the contrary, LESSEE shall be entitled to recover any relocation expense or moving expense which the law provides to a tenant upon a taking or condemnation as well as payment for any trade fixtures and equipment which are not or do not become the property of LESSOR under the terms of this lease.

17.5 If the TERM shall cease due to a taking or condemnation as provided in this Article 17, rent, minimum or additional, shall be apportioned accordingly to the date the TERM ceases.

ARTICLE 18 – LESSOR’S PROPERTY

18.1 All improvements made by LESSEE to or upon the DEMISED PREMISES, except for trade fixtures, shall, when made, at once be deemed to be part of the DEMISED PREMISES and shall become the sole and exclusive property of LESSOR. However, unless otherwise agreed by LESSOR, LESSEE shall, at the end or other expiration of the TERM, remove the same if requested by LESSOR.

ARTICLE 19 – LESSOR’S NON-LIABILITY

19.1 LESSOR shall not be liable to LESSEE for any shortage or failure of heat or utilities nor for interference with other incorporeal hereditaments regardless of the cause therefor, unless caused by LESSOR’S willful misconduct; neither shall LESSOR be liable for any latent defects in the DEMISED PREMISES. No diminution or abatement of minimum rent or additional rent or any of LESSEE’S other obligations hereunder shall be allowed for any reason or circumstance whatsoever unless expressly provided for in this lease. No interruption or curtailment of any utilities shall be deemed a constructive eviction. In the event heat or utilities to the DEMISED PREMISES become unavailable for any reason other than LESSEE’S fault and the DEMISED PREMISES are thereby rendered unsuitable for LESSEE’S use and occupancy for more than twenty-four (24) continuous hours, annual minimum rent shall be abated until the DEMISED PREMISES are again suitable for such use and occupancy.

ARTICLE 20 – INSPECTION

20.1 LESSOR or LESSOR’S agents or designated representatives shall be permitted to enter the DEMISED PREMISES at all reasonable times during LESSEE’S usual business hours, and in the case of an emergency, at any time, for the purpose of inspecting the DEMISED PREMISES and making any necessary repairs thereto and performing any work therein that may be necessary by reason of LESSEE’S default under the terms of this lease. Nothing herein shall imply any duty on the part of LESSOR to do any work which under any provision of this lease LESSEE is required to perform, and the performance thereof by LESSOR shall not constitute a waiver of LESSEE’S default. LESSOR may, during the progress of any work on or in the DEMISED PREMISES, keep and store upon the DEMISED PREMISES all necessary materials, tools and equipment. LESSOR shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to LESSEE or LESSEE’S subtenants by reason of making such repairs or performing any such work on or in the DEMISED PREMISES, or on account of bringing materials, supplies, tools or equipment into or to the DEMISED PREMISES during the course of such work, and the obligations of LESSEE under this lease shall not thereby be affected in any manner.

20.2 During the last three (3) months of the TERM, LESSOR shall have the right, at reasonable times upon prior notice to LESSEE, to enter the DEMISED PREMISES and show the same to prospective tenants thereof and may, during such final three (3) month period, affix to any suitable part of the DEMISED PREMISES (not a show window) a notice of letting the DEMISED PREMISES and shall have the right to keep the same affixed without hindrance or molestation.

20.3 LESSEE shall permit an inspection of the DEMISED PREMISES by or on behalf of prospective purchasers of the REAL PROPERTY at all reasonable times during the TERM, upon prior notice to LESSEE, and LESSOR may, at any time during the TERM, affix to any suitable part of the DEMISED PREMISES (not a show window) a notice that the REAL PROPERTY is for sale and shall have the right to keep the same affixed without hindrance or molestation.

ARTICLE 21 – MECHANIC’S LIEN

21.1 If a notice of mechanic’s lien is filed against the REAL PROPERTY or any part thereof for, or purporting to be for, labor or materials alleged to have been furnished to or for the DEMISED PREMISES at the request of LESSEE, LESSEE shall remove or discharge the same within fifteen (15) days thereafter, and if LESSEE shall fail to remove or discharge such lien within such fifteen (15) day period, LESSOR shall have the right, but not the obligation, to pay the amount of such lien or discharge the same by depositing or bonding proceedings, without regard to the validity of such lien, and in the event of such deposit or bonding proceedings, LESSOR may require the lienor to prosecute an appropriate action to enforce the lienor’s claim and, in such case, LESSOR may pay any judgment recovered on such claim. Any liability or expense paid by LESSOR as provided in this section shall be deemed additional rent and shall be due and payable from LESSEE to LESSOR concurrently with the next monthly installment of annual minimum rent due after LESSOR gives LESSEE notice of such payment by LESSOR.

ARTICLE 22 – ATTORNMENT

22.1 In the event the REAL PROPERTY or any part thereof containing the DEMISED PREMISES is sold voluntarily or pursuant to any mortgage foreclosure sale, or pursuant to the exercise of any power of sale under any mortgage made by LESSOR covering the REAL PROPERTY or such part thereof, LESSEE shall attorn to the purchaser at such sale and recognize such purchaser as the “LESSOR” under this lease.

ARTICLE 23 – SUBORDINATION

23.1 This lease is and shall be subject and subordinate to the lien of any mortgage which LESSOR has heretofore or may hereafter place upon the REAL PROPERTY or any part thereof, and to all terms, conditions or other provisions of such mortgage, and to any renewals, extensions, modifications or replacements thereof, provided that so long as LESSEE is not in such default under this lease as would entitle LESSOR to terminate this lease, LESSEE’S possession of the DEMISED PREMISES and all of LESSEE’S rights and privileges under this lease during the TERM shall not be diminished or interfered with by the holder of any mortgage

hereafter placed upon the REAL PROPERTY or any part thereof. LESSEE agrees to execute, acknowledge and deliver any and all reasonable documents which may be requested in order to effectuate the aforesaid subordination.

ARTICLE 24 – ASSIGNMENT AND SUBLETTING

24.1 LESSEE shall have no right to assign this lease or sublet the DEMISED PREMISES without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. If this lease be assigned or the DEMISED PREMISES or any part thereof be sublet without LESSOR’S prior written consent, LESSEE shall remain fully liable for, and shall not be released from, performing any of the terms and conditions of this lease. Furthermore, in the event that after any such subletting LESSEE shall default in making payment to LESSOR of any monies required to be paid under this lease, LESSOR shall have the right thereafter and until such default is cured, to directly collect the rent from LESSEE’S subtenant and such subtenant shall have the right, upon written notice from LESSOR, to rely on LESSOR’S demand for such rent so that such subtenant shall bear no liability for failure to pay the same to LESSEE.

ARTICLE 25 – NOTICE

25.1 Any notice or demand which under the terms of this lease or any statute must or may be given or made by either LESSOR or LESSEE, shall be in writing and shall be given or made by mailing the same by certified or registered mail, return receipt requested, or by recognized national overnight courier, to the addressee at its address first above written or such other address which either LESSOR or LESSEE from time to time may designate by notice to the other in accordance with this section “25.1”. Any such notice shall be deemed given on the day the notice is deposited with the U.S. Postal Service, except that if such day is a Sunday or other national holiday, it shall be deemed given on the first business day thereafter and except that notice of change of address shall be deemed given when delivered to the addressee or to the addressee’s last known address.

ARTICLE 26 – PAYMENT

26.1 All payments or evidence of payment required to be made or provided by LESSEE to LESSOR shall be made and provided to LESSOR at the address hereinabove provided or at such other place or places of which LESSOR may from time to time give notice to LESSEE.

ARTICLE 27 – REPRESENTATIONS

27.1 LESSOR has not made any representations or promises to LESSEE as to any matter or thing except as may be specifically set forth in this lease and LESSEE hereby acknowledges that LESSEE is not relying on any representations of any kind or nature other than as may be specifically set forth in this lease.

ARTICLE 28 – HOLDOVER

28.1 Should LESSEE continue to occupy the DEMISED PREMISES after expiration of the TERM, or after a forfeiture incurred, whether with or without the consent of LESSOR, then, unless expressly provided otherwise in a writing signed by LESSOR, such tenancy shall be from month-to-month, and in no event from year-to-year, or term-to-term, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this lease, including rent payable, existing immediately preceding such expiration or which, in the case of forfeiture, would thereafter have been payable but for such forfeiture.

ARTICLE 29 – CHANGES

29.1 This lease may not be modified, changed, discharged or terminated except by a written instrument executed by both LESSOR and LESSEE.

ARTICLE 30 – WAIVER

30.1 Failure or LESSOR to insist in any one or more instances upon strict performance of any of the covenants of this lease which LESSEE is required to perform, or to exercise any option herein contained, shall not be considered or construed as a waiver or relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. Receipt by LESSOR of minimum rent or additional rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by LESSOR of any provision of this lease shall be deemed to have been made unless expressed in writing, signed by LESSOR. Any written consent by LESSOR required under this lease shall not, if given, be construed as a waiver of the need therefor in the future.

ARTICLE 31 – GENERAL

31.1 Any covenant mentioned in this lease to be performed by LESSEE shall be performed, unless otherwise provided and if not already so stated, at LESSEE'S own cost and expense and at all times during the TERM and shall be deemed a condition as well as a covenant.

ARTICLE 32 – REAL ESTATE BROKER

32.1 LESSEE warrants and represents to LESSOR that no real estate broker or other person entitled to compensation has been instrumental in bringing about this lease.

ARTICLE 33 – INVALIDITY

33.1 The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

ARTICLE 34 – DEFAULT

34.1 If, before or after the commencement of the TERM, any person designated as LESSEE shall, pursuant to any statute, either of the United States or any state, file in any court a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or any portion of such person's property, and such petition shall not have been dismissed within thirty (30) days after the commencement of any such proceeding, the TERM shall thereby, at the option of LESSOR, cease, and LESSEE shall immediately quit and surrender the DEMISED PREMISES to LESSOR, and in that case, neither LESSEE nor anybody claiming under LESSEE shall be entitled to go into possession of the DEMISED PREMISES.

34.2 If, after commencement of the TERM, any of the events mentioned in the immediately preceding section "34.1" shall occur; or if the DEMISED PREMISES become vacant, abandoned or deserted for a period of thirty (30) days or more; or if the DEMISED PREMISES are used for some purpose other than the uses permitted under this lease, or if the same are used for some purposes restricted under this lease and any such use continues for more than fifteen (15) days after notice from LESSOR; or if any execution, attachment or other process of law which deprives LESSEE of LESSEE'S estate created by this lease is issued and LESSEE fails to vacate or set aside such execution, attachment or other process within thirty (30) days after such issuance; or if LESSEE shall make default in fulfilling any of the covenants of this lease other than the provisions for the payment of annual rent or additional rent or removal of mechanic's lien and LESSEE shall fail to cure such default within ten (10) days after LESSOR gives LESSEE notice thereof; or if LESSEE shall default in payment of annual rent or any item of additional rent or any part of either for a period of more than ten (10) days after notice; or if LESSEE shall default in removal of a mechanic's lien within the time specified in section "21.1"; then, in any of such events, the TERM shall thereby, at the option of LESSOR, on the day specified in a notice from LESSOR to LESSEE of exercise of such option, cease, and LESSEE shall immediately quit and surrender the DEMISED PREMISES to LESSOR, but LESSEE shall remain liable as hereinafter provided.

34.3 If LESSOR has exercised the option to cause the TERM to cease as hereinbefore provided in this Article 34, LESSOR may immediately or at any time thereafter, re-enter the DEMISED PREMISES and remove all persons and all or any property therefrom, either by summary proceedings or by any suitable action or proceeding at law, without being liable for indictment, prosecution or damages therefor, and may repossess and enjoy the DEMISED PREMISES. Whether or not LESSOR exercises the option to cause the TERM to cease, LESSOR may either relet the DEMISED PREMISES or any part or parts thereof for LESSOR'S own account, or may, at LESSOR'S option, relet the DEMISED PREMISES or any part or parts thereof as agent of LESSEE, and receive the rents therefrom, applying the same first to payment of such expenses as LESSOR may have incurred in reletting, then to the fulfillment of LESSEE'S covenants herein and, at the expiration of the TERM, any excess then remaining, without interest, shall be paid to LESSEE, who shall remain liable for any deficiency then existing. LESSOR may relet the DEMISED PREMISES for a term extending beyond the TERM and LESSEE shall nevertheless remain liable as hereinbefore provided. In the event the TERM shall cease as provided in this Article 34, then whether or not the DEMISED PREMISES be

relet, LESSEE shall remain liable for, and LESSEE hereby agrees to pay to LESSOR until the time when this lease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual rent and additional rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by LESSEE to LESSOR on the several rent days hereinbefore specified, that is, upon each of such rent days LESSEE shall pay to LESSOR the amount of the deficiency then existing.

34.4 If not already provided in this lease, if LESSEE shall default in any covenant contained in this lease on LESSEE'S part to be performed, LESSOR shall have the right, but not the obligation, immediately or at any time thereafter, without notice, to perform the same for the account of LESSEE, and, in the event LESSOR pays any monies in connection with such performance on account of LESSEE, the amount thereof shall be deemed additional rent due and payable concurrently with the next monthly installment of annual minimum rent following LESSOR giving LESSEE notice of such payment.

34.5 In the event of the breach or threatened breach by LESSEE of any of the covenants and conditions of this lease, LESSOR shall have the right of injunction and a right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not provided herein.

ARTICLE 35 – ENTIRE AGREEMENT

35.1 No oral statement or written matter prior to the date of this lease shall have any effect or force. No waiver of any provisions of this lease shall be effective unless in writing, signed by the waiving party. The submission by LESSOR of the within lease in draft form shall be deemed submitted solely for LESSEE'S consideration and not for acceptance, and execution shall confer no rights or impose any obligations, including brokerage obligations, upon either LESSOR or LESSEE unless and until LESSOR and LESSEE shall both have executed this lease and duplicate originals thereof shall have been received by each.

ARTICLE 36 – INDEMNITY

36.1 LESSEE agrees to indemnify and save LESSOR harmless from and against any and all claims, demands, costs, expenses and liabilities (except such as result from the intentional or negligent act of LESSOR or LESSOR'S agents, servants or employees or the failure of LESSOR to perform any act or do anything required of LESSOR under this lease) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising or occurring at the REAL PROPERTY or any part thereof arising directly or indirectly out of the business conducted in, or otherwise by reason of LESSEE'S use and occupancy of, the DEMISED PREMISES .

ARTICLE 37 – SECURITY

37.1 LESSOR shall have no obligation of any kind to keep the DEMISED PREMISES secure, all obligations for such security to be solely upon LESSEE.

ARTICLE 38 – SIGNS

38.1 LESSEE shall not, without LESSOR'S prior written consent, place or install any signs on the roof or any exterior walls of the DEMISED PREMISES. Any sign installed by LESSEE shall conform in every way with the rules and regulations of any governmental body, department or agency having jurisdiction thereover, and with any law of the state, county and/or municipality with regard thereto. No sign on the exterior of the DEMISED PREMISES shall be "flashing" or "animated" or one which would otherwise have variations in the intensity of illumination, except with LESSOR'S prior written consent.

ARTICLE 39 – RELATIONSHIP

39.1 No provision of this lease is intended to create a partnership between LESSOR and LESSEE, or make LESSOR and LESSEE joint venturers, or make LESSOR and LESSEE in any way responsible for the debts or losses of the other.

ARTICLE 40 – SEPARABILITY

40.1 If any provision of this lease shall be determined to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

ARTICLE 41 – QUIET ENJOYMENT

41.1 LESSEE, upon paying the annual rent and additional rent and other charges provided for by this lease, and performing all the other terms of this lease on LESSEE'S part to be performed, shall quietly have and enjoy the DEMISED PREMISES during the TERM without hindrance or molestation by anyone claiming by or through LESSOR, subject, however, to the reservations and conditions of this lease and any mortgage to which this lease is now or hereafter may be subordinate.

ARTICLE 42 – CERTIFICATION

42.1 At any time and from time to time during the TERM, LESSEE shall, upon ten (10) days prior notice from LESSOR, execute, acknowledge and deliver to LESSOR a certification that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that this lease is in full force and effect as modified, specifying such modifications); confirming the amounts and dates to which annual rent, additional rent and other charges have been paid; and stating whether or not, to the knowledge of LESSEE, any default by LESSOR then exists under this lease, and if a default is alleged to exist, specifying such default, it being intended that any such statement delivered pursuant hereto may be relied upon by LESSOR and others.

ARTICLE 43 – CAPTIONS

43.1 The section captions contained in this lease are for convenience only and do not define, limit or construe the contents of such sections and are in no way to be construed as part of this lease.

ARTICLE 44 – DEFINITIONS

44.1 Wherever in this lease the singular number is used, the same shall include the plural, and the masculine, feminine and neuter gender shall include each other, if otherwise applicable or appropriate.

ARTICLE 45 – EXCULPATION

45.1 The term “LESSOR” as used in this lease shall mean Property Management Co., Inc., so long as it has not conveyed its right, title and interest in the REAL PROPERTY and, should it make such conveyance, it shall continue to be responsible for the obligations of LESSOR under this lease and the term “LESSOR” shall apply to the grantee and the benefits of this subsection “45.1” shall apply to such grantee and subsequent grantees, if any.

ARTICLE 46 – LATE CHARGE, ATTORNEY’S FEES

46.1 Not applicable to this lease.

ARTICLE 47 – BENEFIT

47.1 This lease shall be binding upon and inure to the benefit of the parties hereto, their respective distributees, successors, executors, administrators and assigns, and if there be more than one person jointly referred to as “LESSEE”, each such person so jointly referred to shall be jointly and severally liable for all of the covenants, agreements and obligations on the part of the “LESSEE” contained in this lease.

ARTICLE 48 – LESSEE’S RIGHT OF TERMINATION

48.1 In the event LESSEE purchases or leases new space outside of LESSOR’S BUILDING, or rehabilitates existing space already owned by the LESSEE for the purposes of relocating to such purchased, leased or rehabilitated space all or some of the office and personnel presently located in the BUILDING, LESSEE shall have the right (the “Relocation Right”), either at one time or at various times, to relinquish space comprising the DEMISED PREMISES to the extent LESSEE determines it is no longer required by reason of such relocation. In order to exercise the Relocation Right, LESSEE shall give LESSOR at least one hundred eighty (180) days prior notice of such relocation, which notice shall specify the exact date the relocation will occur and identify the space to be relinquished. In the event the notice is timely given, the space so relinquished shall, on the date it is first fully vacated and unoccupied (the “Relinquishment Date”), no longer be a part of the DEMISED PREMISES. From and after the Relinquishment Date, (i) LESSEE shall have no future obligation for the relinquished space, other than to leave

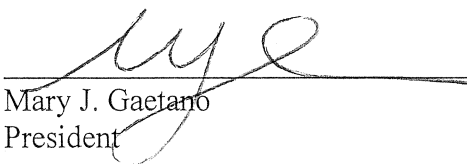
same in the condition LESSEE is required to leave the DEMISED PREMISES in at the end or other termination of the lease, (ii) the annual rent, and each monthly installment thereafter due, shall be reduced in the proportion that the relinquished space bears to all of the space comprising the DEMISED PREMISES immediately before such relinquishment and (iii) all other terms and provisions of the lease shall continue to apply to the DEMISED PREMISES as reduced, if any.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this lease the day and year first above written.

COUNTY OF ONEIDA, LESSEE

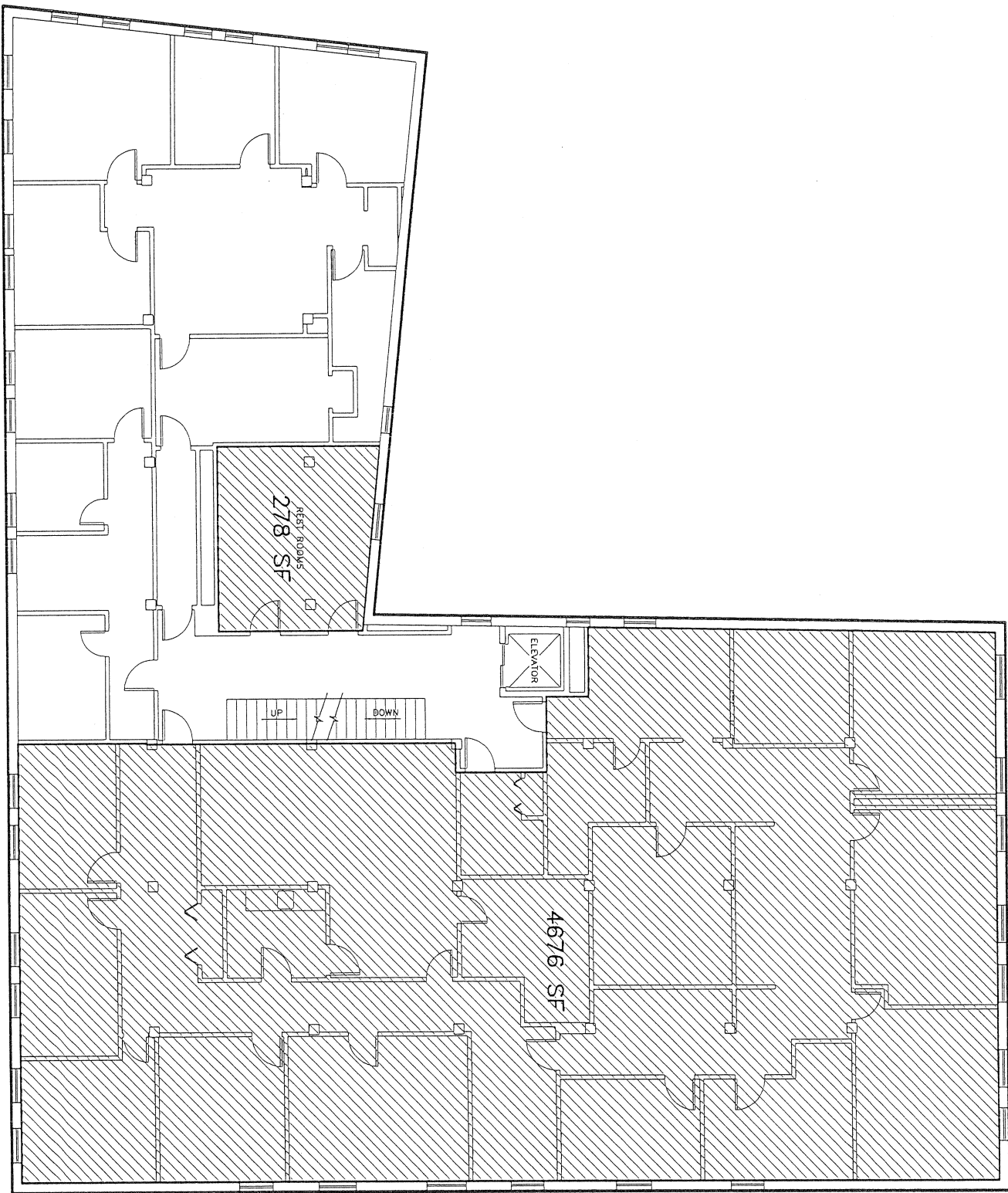
By: _____
Anthony J. Picente, Jr.
Oneida County Executive

PEARL PROPERTY MANAGEMENT CORP., LESSOR

By: 
Mary J. Gaetano
President

Approved as to form

Oneida County Attorney



SECOND FLOOR
PAUL BUILDING
UTICA, NEW YORK

WORKFORCE DEVELOPMENT OFFICE
TOTAL 4954 SF

9/3/14

ONEIDA COUNTY HEALTH DEPARTMENT

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

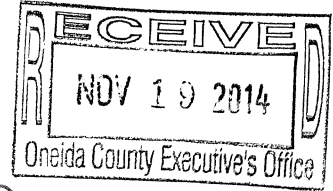
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

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



November 17, 2014

FN 20 14-392

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

As you are aware, New York State Public Health Law requires County Health Departments to pay for post-exposure treatments for those services not covered by Third Party Insurance. The Health Department budgeted \$19,000 for these treatments in 2014. As of November 17, 2014, over \$29,000 has been spent on rabies human post-exposure treatments.

As a result, we are anticipating a deficit in the A4018.495 account.

We are, therefore, requesting the following transfer for the 2014 fiscal year:

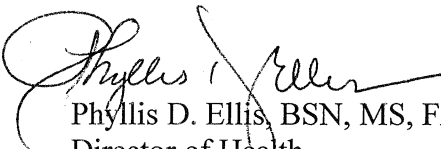
From: A2960.4957 – EHCP Tuition.....\$25,000

To: A4018.495 – Other Expenses.....\$25,000

Please request the Board of Legislators to act upon the above-mentioned transfer.

If you have any questions, please do not hesitate to contact me.

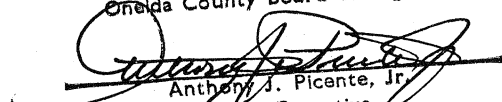
Sincerely,


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

cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

ry

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


Anthony J. Picente, Jr.
County Executive

Date 11-25-14