

# 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 September 10, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-294 . . .	Economic Development & Tourism, Ways & Means.....	
2014-295 . . .	Economic Development & Tourism, Ways & Means.....	
2014-296 . . .	Ways & Means .....	
2014-297 . . .	Government Operations, Ways & Means.....	
2014-298 . . .	Government Operations, Ways & Means.....	
2014-299 . . .	Health & Human Services, Ways & Means .....	
2014-300 . . .	Health & Human Services, Ways & Means .....	
2014-301 . . .	Public Safety, Ways & Means .....	
2014-302 . . .	Public Safety, Ways & Means .....	
2014-303 . . .	Public Safety, Ways & Means .....	
2014-304 . . .	Public Safety, Ways & Means .....	
2014-305 . . .	Public Works, Ways & Means.....	
2014-306 . . .	Public Works, Ways & Means.....	
2014-307 . . .	Public Works, Ways & Means.....	
2014-308 . . .	Public Works, Ways & Means.....	
2014-309 . . .	Public Works, Ways & Means.....	
2014-310 . . .	Public Works, Ways & Means.....	
2014-311 . . .	Public Works, Ways & Means.....	
2014-312 . . .	Public Works, Ways & Means.....	
2014-313 . . .	Read & Filed.....	
2014-314 . . .	Economic Development & Tourism, Ways & Means.....	

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[www.ocgov.net](http://www.ocgov.net)



**ONEIDA COUNTY DEPARTMENT OF LAW**

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

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

FN 20 14 - 2014

September 4, 2014

**ECONOMIC DEVELOPMENT  
& TOURISM**

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

**WAYS & MEANS**

RE: Extension of Hotel Occupancy Tax

Dear Mr. Picente:

I enclose herewith a proposed Local Law extending the Hotel Occupancy Tax, which currently expires at the end of this year.

If you wish the tax to be extended, please forward to the Board for their approval at their October meeting.

Very truly yours,

Harris J. Samuels  
Asst. County Attorney

Encl.

cc: Anthony Carvelli

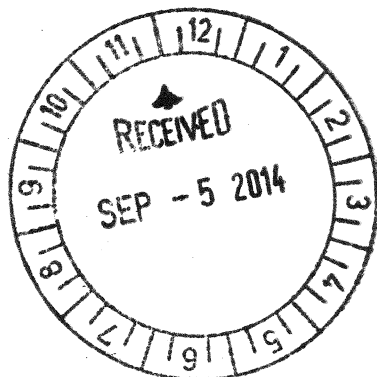
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive



Date

9/5/14





ANTHONY J. PICENTE JR., County Executive

JOHN R. KENT, Jr., Commissioner

(315) 798-5710

FAX (315) 798-5852

planning@cogov.net



## Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

September 3, 2014

FN 20 14-295

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

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

*Anthony J. Picente, Jr.*  
 \_\_\_\_\_  
 Anthony J. Picente, Jr.  
 County Executive  
 Date: 9/3/14

Re: Establishment of Capital Account H-513

Dear County Executive Picente:

Through the New York State Department of Transportation (NYSDOT), Oneida County was recently awarded a reimbursement grant via the Federal Transit Administration (FTA). This grant funds capital projects for mass transit services. Administration of the grant will be by the Herkimer-Oneida Counties Transportation Study (HOCTS) staff within the Department of Planning.

The total Capital Project cost is \$380,000. The breakdown of the grant allocation represents a funding split equaling 80% Federal (\$304,000), 10% state (\$38,000), and 10% local (\$38,000). A total of \$342,000 will be reimbursed to Oneida County, equal to the Federal share (\$304,000) plus the NYS share (\$38,000). The local share of \$38,000 will be paid by Birnie Bus Tours, Inc. (BBT) as the rural mass transit provider in Oneida County.

The Capital Project will provide BBT with funding to purchase four (4) Type III 30ft medium duty-size buses with wheelchair lifts to replace aging inventory within the Oneida County Rural Transit Program, which provides public transportation service in the rural areas. This Capital Project will be Mass Transportation Capital Project Supplemental Grant Agreement #2 of NYSDOT's Contract No. C003792.

This Capital Project is fully reimbursable with state and federal funding, and will be at no cost to Oneida County.

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

- A.) Establishment of **Capital Project H-513 – Planning Transit Busses 2012-14**, and
- B.) Funding for Capital Project H – 513 as follows:

H - 513 - Federal Aid.....	\$	\$ 304,000.
H - 513 - State Aid.....	\$	38,000.
H - 513- Other (Birnie Bus Tours) .....	\$	<u>38,000.</u>
TOTAL.....	\$	\$ 380,000.

Dana Crisino, HOCTS Program Manager, and I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner

CC:

Comptroller  
County Attorney  
Budget Director  
Commissioner of DPW





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

September 5, 2014

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

FN 20 14 - 296

WAYS & MEANS

Dear Honorable Members:

The Oneida Indian Nation has been paying a \$100,000 subsidy to the Verona Fire District for fire coverage of their facilities for many years. The Oneida Indian Nation remitted a \$50,000 subsidy payment to the Fire District for 2014, the first of normally two payments. In March, the Settlement Agreement went into effect. Therefore, the Oneida Indian Nation is not going to make the second payment to the Fire District which puts the District in serious financial stress.

When I advocated for the passing of the agreement with the Oneida Indian Nation and the State and County, I pledged to make all municipalities whole. Therefore; I would like to help the Verona Fire District by doing a transfer to cover some of their anticipated shortfall, as the first responders for the town of Verona.

I therefore request your Board's approval of the following 2014 transfer for the General Fund:

TO:

AA# A1915.49585 Verona Fire District..... \$ 50,000.00

FROM:

AA# A1915.49590 Miscellaneous Municipalities..... \$ 50,000.00

Thank you for your consideration of this piece of legislation.

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget Director





**ONEIDA COUNTY DEPARTMENT OF LAW**

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

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

FN 20 14-297

September 8, 2014

GOVERNMENT OPERATIONS

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

**WAYS & MEANS**

Re: Abstract Company Licenses

Dear Mr. Picente:

The existing abstract company licenses expire at the end of October. In order to extend them, and in furtherance of the County Clerk's request, I enclose model license agreement for the Board's approval. The agreement continues the existing agreement for one more year, with another year automatic renewal. If you agree, please forward the model license agreement to the Board for its consideration.

Very truly yours,

Harris J. Samuels, Esq.  
Assistant County Attorney

Cc: Sandra DePerno

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

Anthony J. Picente, Jr.  
County Executive

Date 9/9/14







**LICENSE AGREEMENT  
BETWEEN THE  
COUNTY OF ONEIDA AND**

---

**Title Company**

**PARTIES:**

Oneida County, a municipal corporation duly organized under the laws of the State of New York, having its principal place of business at 800 Park Avenue, Utica, New York, hereinafter referred to as "County", and \_\_\_\_\_, a corporation located and having its principal offices at \_\_\_\_\_ hereinafter referred to as "Title Company".

In consideration of the mutual promises made herein, the parties hereto agree as follows:

1. USE OF PREMISES:

The County shall permit the Title Company to occupy \_\_\_ square feet of floor space located in the Office of the Oneida County Clerk for the conduct of Title Company business. The type and location of space allocated to the Title Company is within the County Clerk's discretion and may be changed in accordance with the County Clerk's direction.

2. CONSIDERATION:

The Title Company shall pay to the County the sum of Thirty Seven Dollars (\$37.00) per square foot totaling the sum of \_\_\_\_\_ per year to be paid in two (2) installments of \_\_\_\_\_ each, the first being payable on November 1, 2014 and the second payable on May 1, 2015.

3. TERM:

This Agreement shall take effect on November 1, 2014 and shall expire on October 31, 2015 unless sooner terminated by the parties hereto. If at the end of the term, neither party has exercised its option to terminate this agreement, it will automatically renew for another one-year term.

4. TERMINATION :

This Agreement may be terminated at any time by the County. The Title Company may terminate upon sixty (60) days written notice to the County. In the event of termination by the Title Company, there will be no refunding of rent monies to the Title Company by the County. In the event that the County terminates this agreement, the Title Company shall be entitled to the return of rent monies on a prorated basis.

5. LIGHT AND HEAT:

The County shall provide light and heat to the occupied space in the same manner and to the same degree in which it provides heat and light to the County Clerk's Office for the general public.

6. RULES AND REGULATIONS:

The Title Company shall keep the occupied space neat, clean and free of debris and shall comply with all reasonable rules and regulations as may be imposed by the County Clerk.

7. EQUIPMENT:

Facsimile machines and telephones may be installed in the occupied space by the Title Company at its own expense. The installation of any other equipment by the Title Company shall require the permission of the Oneida County Clerk.

8. PHOTOCOPIERS:

Title Companies which had a copier in their occupied space prior to January 1, 2001 may retain such copier for an additional \$10.00 per month, payable in two (2) installments of \$60.00 each to be included with the payment of the license fee. Such Title Companies shall not be allowed to replace their current copying machines with new or different machines and no Title Company which has not previously had its own copier in the occupied space shall be allowed to place one in such space during the term of this Agreement.

9. COMPUTER TERMINALS:

The Title Company shall have access to the public computer terminals in the County Clerk's Office. The Title Company may have their own terminals in the occupied space connected to the Oneida County Index System for an additional annual payment of \$960.00, payable in two (2) installments along with the license fee. If the Title Company wishes to keep its own terminal under the terms set forth herein, it shall initial this provision below.

\_\_\_\_\_

10. OTHER AGREEMENTS:

The terms of this Agreement shall supersede any other existing agreements which may have required the Title Company to pay a different amount to the County for the privilege of having a computer terminal and/or photocopier in its leased space.

11. ASSIGNMENT:

The Title Company agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of its responsibilities under this License Agreement or its rights and interests in same.

12. INDEMNIFICATION:

The Title Company agrees to indemnify and hold harmless the County for all claims arising out of Title Company's occupancy and use of the occupied space under the terms of this License Agreement. The County shall have no liability for the safety of the personal property of the Title Company. The Title Company shall provide proof to the County that Oneida County has been named as an additional insured on the Title Company's general liability insurance policy.

COUNTY OF ONEIDA

\_\_\_\_\_

by: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

by: \_\_\_\_\_  
Name:  
Title:

by: \_\_\_\_\_  
Sandra J. DePerno  
Oneida County Clerk

Approved as to form only

\_\_\_\_\_  
Oneida County Attorney's Office

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

FN 20 141-298

August 20, 2014

GOVERNMENT OPERATIONS

WAYS & MEANS



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

RE: Tax Map # 5201 159.007-2-33

Dear Mr. Picente:

The County has received an offer from Mr. Jeremy Weaver to purchase the above referenced property, located in the Village of Remsen. This property was offered at an auction in 2009 and received no bids. Mr. Weaver has offered a bid of \$100.00 and the recording fee. This given, it is our recommendation that Mr. Weaver's bid be accepted. Enclosed is a current tax statement on this parcel.

After your review, please forward Mr. Weaver's request to the Board of Legislators for their consideration

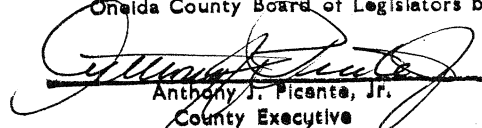
Sincerely,

  
Anthony Carvelli  
Commissioner of Finance

Enclosure

cc: Peter M. Rayhill, County Attorney

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

  
Anthony J. Picente, Jr.  
County Executive  
Date 8/21/14

ONEIDA COUNTY DEPARTMENT OF FINANCE

PHONE: (315) 798-5753

DATE: 08/20/14

TO: DOLE CHRISTOPHER R  
 PO BOX 37  
 REMSEN NY

CROSBY CHRISTINA M  
 13438-

DELINQUENT NOTICE

DELINQUENT TAXES EXIST AGAINST THE PROPERTY LISTED BELOW. A 5% PENALTY WAS ADDED PURSUANT TO LAW AND INTEREST AT 10% PER YEAR IS ACCUMULATING AGAINST THE BALANCE DUE.

IN ORDER TO PROTECT YOUR INTEREST IN YOUR PROPERTY IT IS ESSENTIAL THAT YOU PAY THIS TOTAL. SHOULD TAX REMAIN UNPAID THIS PROPERTY WILL BE ADVERTISED AND THE COST ADDED TO THE AMOUNT DUE.

TOWN OF REMSEN	VILLAGE OF REMSEN	
305201 159.007-2-33	QA * ASSESSMENT LAND:	2500
	* ASSESSMENT TOTAL:	8500
SCHOOL CODE: 305201	* PROPERTY CLASS:	210

PROPERTY LOCATION: 9575 MAPLE AVE WS

TX	:	TAX	:	CERT.	:	TAX PLUS	:	INTEREST	:	ADV.	:	TOTAL
YR	:	TYPE	:	NO.	:	PENALTY	:		:	FEE	:	DUE
05	:	COUNTY	:	002444	:	692.76	:	69.28	:	0.00	:	\$ 762.04
06	:	COUNTY	:	002347	:	585.37	:	58.54	:	0.00	:	\$ 643.91
07	:	COUNTY	:	002394	:	598.23	:	59.82	:	0.00	:	\$ 658.05
08	:	COUNTY	:	002409	:	614.13	:	61.41	:	0.00	:	\$ 675.54
09	:	COUNTY	:	002550	:	639.21	:	63.92	:	0.00	:	\$ 703.13
10	:	COUNTY	:	002519	:	658.46	:	65.85	:	0.00	:	\$ 724.31
11	:	COUNTY	:	002510	:	620.71	:	62.07	:	0.00	:	\$ 682.78
12	:	COUNTY	:	002509	:	641.55	:	64.16	:	0.00	:	\$ 705.71
13	:	COUNTY	:	002584	:	590.94	:	40.40	:	0.00	:	\$ 631.34
14	:	COUNTY	:		:	532.78	:	31.08	:	0.00	:	\$ 563.86
	:	STUB SEARCH AND ADVERTISING FEE(S)										\$ 107.00

>>>>>>>>>> TOTAL AMOUNT DUE IF PAID BY 08/29/14 = \$ 6857.67

MAKE CHECK PAYABLE TO:  
 MAIL TO:

COMMISSIONER OF FINANCE  
 800 PARK AVE.  
 UTICA, NY 13501

FAILURE TO RECEIVE A TAX BILL DOES NOT WAIVE OBLIGATION TO PAY TAX OR PENALTY  
 PLEASE RETURN THIS NOTICE WITH CHECK OR MONEY ORDER.  
 IF RETURN RECEIPT IS NEEDED, PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE.

> THE ORIGINAL TOWN AND COUNTY TAX FOR 2014 TOTALS ==> \$ 506.41 <

ATTENTION: Taxes and/or charges in transition to this office from local collector(s) are not reflected on this statement.

ANTHONY J. PICENTE, JR.  
County Executive



ROBERT J. ROTH  
Director

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

July 24, 2014

FN 20 14 - 299  
FN 20

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Re: 2014 Resource Allocation Plan # Y11400

We are submitting the attached Resource Allocation Plan for the year 2014 for review and approval by the Board of Legislators.

The Plan allocates funding from the New York State Office of Children and Family Services to the agencies contracting with the Oneida County Youth Bureau. It also allocates state funding of \$ 264,659 to 18 different agencies and 48 eligible localities in Oneida County.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert J. Roth".

Robert J. Roth  
Director, Oneida County Youth Bureau

Attachment



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

A handwritten signature in cursive script, appearing to read "Anthony J. Picante, Jr."  
Anthony J. Picante, Jr.  
County Executive  
Date 8/13/14

Oneida Co. Department Youth Bureau  
# Y11400

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Youth Bureau  
**Title of Activity or Service:** Resource Allocation Plan (RAP)  
**Proposed Dates of Operation:** January 1, 2014 to December 31, 2014  
**Client Population/Number to be Served:** 62,265 youth throughout Oneida County

**Summary Statements**

**Narrative Description of Proposed Services**

The Resource Allocation Plan (RAP) for 2014 outlines the distribution of state funds received from the New York State Office of children and Family Services to provide youth services, delinquency prevention, recreation and runaway/homeless youth programs to the young people, whose ages include birth to 21 years, in Oneida County. In FY 2014 these funds are to be distributed to 18 agencies and 48 eligible municipalities, which are responsible for the design and delivery of youth services at their level. All programs are monitored annually by Youth Bureau administrative staff and Advisory Board members appointed by the County Executive.

**Total Funding:** \$ 264,659 Account # A8830

**Oneida County Dept. Funding Recommendation:** \$ 264,659

**Proposed Funding Sources (Federal \$/ State \$/County \$):** New York State Office of Children and Family Services (NYSOCFS)

**Cost Per Client Served:** Varies by program

**Past Performance Data:** Agencies are reviewed annually to assure they meet NYS OCFS performance standards. Agencies which do not meet standards may receive a reduction in, or elimination of fund allocations.

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida  
800 Park Avenue  
Utica, New York 13501  
acting through Oneida  
County Youth Bureau

SERVICE PROVIDER

Identified Agencies & Municipalities (attached)  
within Oneida County

(Hereinafter referred to  
as the County and/or Department)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2014  
To: December 31, 2014

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$ 264,659	\$ 264,659	\$ 2,250.00

GENERAL LIABILITY INSURANCE:

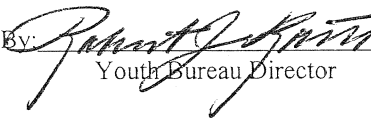
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: \_\_\_\_\_  
County Executive

By:   
Youth Bureau Director

Approved as to form

\_\_\_\_\_  
Oneida County Attorney



NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**RESOURCE ALLOCATION PLAN**

Submitted herewith and incorporated herein is the Resource Allocation Package for Oneida County, containing the youth services program and project applications for the 2014 program year. This submission is one of the required components of the Children and Family Services Plan, which was approved by the Office of Children and Family Services (OCFS) on 6/10/14.

The signing of this plan by the above-named County will qualify the County for State reimbursement for the program year, in accordance with OCFS's allocation of funds appropriated for counties engaged in comprehensive planning for the Children and Family Services Plan, provided that the youth services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services Plan guidelines and OCFS Fiscal Policies and Procedures for Local Assistance Programs. Subject to the provisions hereof, the amount approved for allocation to the County is \$ 264,659.00 as delineated in the program summary submitted herewith and incorporated herein.

The County authorizes OCFS to reimburse its municipalities directly for expenditures relating to this Resource Allocation Package unless the County has notified OCFS in writing otherwise. OCFS will reimburse the County or municipality for expenditures made in accordance with the approved Program Applications and Budgets for the agencies listed on the program summary submitted herewith. Reimbursement will be made to the County or the municipality only after the submission of vouchers and supporting documents which conform to applicable federal and State laws, rules, regulations, OCFS Fiscal Policies and Procedures for Local Assistance Programs, procedures, and requirements, including those established by the Comptroller of the State of New York, and which are acceptable to OCFS as proof of expenditures. The County or municipality will submit, upon request, adequate and acceptable documentation to substantiate claims for reimbursement.

The County shall retain the overall responsibility to monitor and ensure the maintenance and availability of complete financial and project records for all programs. Within six weeks of the end of the program period, the County will submit Program Annual Reports on forms supplied by the Office of Children and Family Services.

The County agrees to permit on-site inspections and financial audits during the term of this Resource Allocation Plan and at any time thereafter by authorized representatives of OCFS and the New York State Comptroller, to keep records necessary to assure proper accounting for program funds, and to disclose fully the receipt and disposition of funds received under this Plan. The County agrees to allow OCFS, or its representatives when specifically directed by OCFS, to take possession of all books, records, and documents relating to this Plan provided, however, that OCFS will return to the County such books, records, and documents upon completion of OCFS's official purpose.

Any change or modification in the services to be rendered, or in the program budgets, must be approved in writing by OCFS, which reserves the right to modify the services rendered by the County or the program budgets at its discretion or when such modifications may be required by the State Comptroller.

OCFS may withhold approval for State Aid reimbursement for youth programs included in the Resource Allocation Package when there is noncompliance with this plan and/or the above referenced Rules, Regulations and Guidelines, or when the county does not have a Children and Family Services Plan approved by OCFS. This plan shall be deemed executory to the extent of monies made available to OCFS from the State of New York for Local Assistance programs and no liability on account thereof shall be incurred by OCFS or the State of New York beyond monies made available for such purposes.

The County certifies that a resolution was properly passed by the County Board approving this Resource Allocation Plan.

COUNTY CHIEF EXECUTIVE OFFICER:

COUNTY FISCAL OFFICER:

Signature:

Date:

Print Name: Anthony J. Picente, Jr.

Print Name: Joseph J. Timpano

Title: County Executive

Title: Comptroller

Address: 800 Park Avenue  
Utica, New York 13501

Address: 800 Park Avenue  
Utica, New York 13501

# Oneida County 2014 OCFS Allocations

2010 Youth Population= 62,265

Youth Development Program – (100%) YDP = 217,619  
(Note 15% may be used for administrative)=32,642  
217,619-32,642=184,977

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Youth Development Program – (100%)	YDP = 217,619
	+
Run Away and Homeless Youth Part I	RHY I = 17,873
	+
Run Away and Homeless Youth Part II	<u>RHY II =29,167</u>
	<u>\$264,659</u>

TOTAL ALLOCATION = \$264,659

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## 2014 OCFS Allocations Distribution

YDP	\$217,619
RHYA I & II	\$47,040

# Oneida County 2014 OCFS Allocations

## YDP Breakdown

Start with 217,619

<u>City of Utica</u>	2014	2013
Administrative	\$ 16,700	(16,167)
<u>Workforce Development:</u>		
Probation Employment	\$ 2,738	(2,651)
Jail to Community	\$ 5,399	(5,227)
<u>Center for Family Life and Recovery:</u>		
Sexual Abuse Treatment	\$ 6,630	(3,515)
Partner in Prevention	\$ 8,500	(7,915)
Juvenile Perpetrators	\$ 6,500	(6,175)
Compeer for Kids	\$ 2,969	(2,875)
<u>YWCA of the Mohawk Valley:</u>		
Sexual Violence Service	\$ 3,500	(2,915)
Sheltered Youth	\$ 5,500	(4,715)
Adolescent Outreach	\$ 5,000	(3,697)
<u>Johnson Park</u>		
Children's Center	\$ 6,000	(4,666)
<u>Boys &amp; Girls Club</u>		
A Choice and A Chance	\$ 6,501	(8,668)
<u>MVCAA</u>		
Center City Recreation	\$ 500	(2,958)
<u>Utica Safe Schools</u>		
Underground Café	\$ 6,300	(3,300)

# Oneida County 2014 OCFS Allocations

## YDP Breakdown

<u>New Hartford Senior Center</u>	2014	2013
Summer/Mentoring	\$ 750	(500)
<u>Neighborhood Center:</u>		
Outreach and Prevention	\$ 10,326	(9,997)
Project Aim	\$ 14,258	(13,803)
<u>Co – Op Extension:</u>		
4- H Outreach	\$ 8,260	(7,997)
<u>Upstate CP</u>		
Big Brother Big Sister	\$ 13,000	(10,000)
<u>Peacemaker:</u>		
CASA	\$ 7,000	(4,997)
<u>Thea Bowman:</u>		
Kids with Promise	\$ 13,000	(9,171)
<u>Salvation Army:</u>		
GYM	\$ 3,500	
<u>Catholic Charities:</u>		
Adolescent Parenting	\$ 7,024	(6,800)
<u>Insight House:</u>		
Youth Drug Prevention	\$ 6,000	(3,750)
<u>Probation:</u>		
IRT	<u>\$ 12,000</u>	<u>(7,555)</u>
	\$ 177,855	

# Oneida County 2014 OCFS Allocations

	RHY I - \$17,873
<u>Runaway and Homeless Youth</u>	<u>RHY II- \$29,167</u>
<u>Part I &amp; II Breakdown</u>	\$47,040

Part I:

	2014	2013
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MVCAA

Runaway and Homeless Youth	\$ 17,873	(18,000)
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PART II:

Neighborhood Center:

Transitional Life Skills	\$ 6,500	(6,500)
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YWCA:

New Horizons	\$ 13,641	(13,512)
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Kids Oneida:

Evelyn's House	<u>\$ 9,026</u>	<u>(9,023)</u>
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	\$ 47,040	
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# Oneida County 2014 OCFS Allocations

## Locality Breakdown

	<b>2014</b>	<b>2013</b>
Town of Annsville	\$ 784	(737)
Village of Boonville	\$ 426	(379)
Town of Bridgewater	\$ 290	(243)
Village of Camden	\$ 568	(521)
Town of Deerfield	\$ 983	(936)
Town of Floyd	\$ 902	(855)
Town of Forestport	\$ 308	(261)
Town of Marcy	\$ 1,531	(1,478)
Town of Marshall	\$ 481	(434)
Town of New Hartford	\$ 3,512	(3,465)
Village of New York Mills	\$ 592	(545)
Village of Oriskany	\$ 339	(292)
Village of Oriskany Falls	\$ 212	(165)
Town of Paris	\$ 872	(825)
Town of Remsen	\$ 343	(296)
City of Rome	\$ 6,732	(6,685)
City of Sherrill	\$ 651	(604)
City of Utica	\$ 15,606	(15,559)
Town of Vernon	\$ 820	(773)
Town of Verona	\$ 1,415	(1,368)
Town of Vienna	\$ 1,033	(986)
Village of Waterville/Sangerfield	\$ 383	(336)
Town of Western	\$ 386	(339)
Village of Yorkville	<u>\$ 595</u>	<u>(548)</u>
	<b>\$ 39,764</b>	

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> 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



August 13, 2014

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

HEALTH & HUMAN SERVICES

## WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an Agreement between Oneida County through its Health Department and Joan Gallimo for the provision of providing oversight and case management service.

The Contractor will render oversight and case management services for the Medicaid Obstetrical and Maternal Services (MOM's) program by preparing and submitting program information and reports to designated administrative staff, providing consultation to staff and administration related to agency grants/programs, collection of data and providing services related to grant program included in her agreement.

The term of this Agreement shall commence on January 1, 2014 and remain in effect through December 31, 2015. Hourly rate of reimbursement is \$25, not to exceed 120 hours per month and/or \$3,000 per month, not to exceed \$72,000 for the term of this Agreement. Reimbursement for mileage is at the federal rate of reimbursement.

This is not a program mandated by Public Health Law. The reason this agreement is being forwarded for approval after the commencement date is due to delays in processing.

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

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

Anthony J. Picente, Jr.  
County Executive

Date 8/15/14

Oneida County Department: Public Health      Competing Proposal: \_\_\_\_\_  
Only Respondent: \_\_\_\_\_  
Sole Source: \_\_\_\_\_  
Other: Renewal

**NAME AND ADDRESS OF VENDOR:** Joan Gallimo  
517 Brett's Way  
Whitesboro, New York 13492

**SUMMARY STATEMENT:** The Contractor agrees to prepare and submit MOMS program information and reports to designated administration staff; collect data and ensure provision of services related to the MOMS program such as access to obstetrical care, health screening, education, nutrition, breastfeeding counseling and psychosocial support. Refer pregnant and parenting families and newborns to services such as WIC, Registered Dietician, Certified Dietary Nutritionist, Lactation Consultant, Childbirth Education, Healthy Families, mental health services, nurse home visits, pediatricians, tobacco cessation programs and various other agency referrals. Several other duties are listed within the scope of service.

**DATES OF OPERATION:** January 1, 2014 through December 31, 2015

**TOTAL FUNDING REQUESTED:** Hourly rate at \$25, not to exceed 120 hours per month and/or \$3,000 per month, not to exceed \$36,000 per year for the term of this agreement. Reimbursement for mileage at IRS rate.

\_\_\_NEW    XRENEWAL    \_\_\_AMENDMENT    \_\_\_APPLICATION

**FUNDING SOURCE:**

Expense Account: A4012.195 \$12,800

Revenue Account: A2293 (Medicaid) \$52,000  
A3401.03 State Aid \$7,200



**Contract between Oneida County through its Health Department  
and Joan Gallimo**

**THIS AGREEMENT** by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY 13501, hereinafter referred to as the "County", through its Health Department, and located at 185 Genesee Street, Utica, N.Y., 13501, hereinafter referred to as "Agency", and Joan Gallimo, 517 Brett's Way, Whitesboro, NY, 13492, hereinafter referred to as "Contractor".

**WHEREAS**, the Contractor warrants and represents that it has the capabilities to provide oversight and case management of the Medicaid Obstetrical and Maternal Services (MOM'S);

**WHEREAS**, the Agency and Contractor desire to enter into an Agreement whereby the Contractor agrees to render services for the Medicaid Obstetrical and Maternal Services at such times and dates as designated by the Agency upon the terms and condition hereinafter set forth; and

**NOW, THEREFORE**, the parties hereto intend to be legally bound and hereby agree as follows:

**1. TERM:**

This Agreement shall be effective January 1, 2014 and shall remain in effect until December 31, 2015 unless earlier terminated as provided hereafter.

**2. SCOPE OF SERVICES:**

- a. Services performed pursuant to this agreement shall be provided in accordance with New York State Codes, Rules and Regulations; Title 10 by qualified personnel assigned to the Agency and shall conform and comply with the Agency and County policies.
- b. As requested by the Agency, the Contractor shall render the following services:
  - 1. Prepare and submit MOMS program information and reports to designated administrative staff.
  - 2. Collect data and ensure provision of services related to the MOMS program such as:
    - i. Access to obstetrical care, health screening, education, nutrition, breastfeeding counseling, and psychosocial support.
    - ii. Referrals of pregnant and parenting families and newborns to services such as WIC, Registered Dietician, Certified Dietary Nutritionist, Lactation Consultant, Childbirth Education, Healthy Families, Mental Health Services, nurse home visits, Pediatricians, Tobacco Cessation Programs, and various other agencies.
    - iii. Perform Presumptive Eligibility (PE) determination and/or assistance with Medicaid application for clients to gain immediate access to a

- primary or secondary payment source for their prenatal and newborn care.
  - iv. Manage current MOMS contract providers and recruit any new qualified providers, as well as, any new out of county medical providers recognized by the Medicaid Managed Care plan that serves Oneida County residents.
  - v. Assist clerical staff in performing prompt claims and monitoring reimbursement and serve as insurance liaison to assure payment of claims and to negotiate reimbursement rates.
  - vi. Conduct community outreach presentations providing information about MOMS Program.
- c. Provide consultation to Agency's staff and administration related to MOMS Programs.
  - d. The Contractor shall immediately contact the Agency by telephone if client appointments or scheduled duties cannot be met.
  - e. In accordance with the reporting requirements herein, the Contractor shall submit sufficient documentation for all services rendered for each assignment by grant and/or program.
  - f. The Contractor will provide copies to the Agency and agrees to maintain all necessary licensure and/or certification during term of agreement.
  - g. Develop and/or critique policies, procedures, forms as requested by Director of Clinic Services or designee.
  - h. Attend conferences, education, in-services and/or meetings as they pertain to Contractor's duties under the term of the agreement.
  - i. May provide in-service education to staff as requested by Agency Administration as it pertains to Contractor duties under the term of this agreement.
  - j. Assist with auditing patient charts with the audit tool developed by the Agency.
  - k. Assist Agency Student and Intern Coordinator with the scheduling, orientation and coordination of student and intern experiences at the Agency, as requested by the Director of Health or designee.

**3. CONFIDENTIALITY:**

The County and the Contractor shall hold in strict confidence all records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the client's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the confidentiality by the Contractor, its employees, agents or representatives shall be cause for immediate termination of this Agreement.

**4. REPORTING REQUIREMENTS:**

The Contractor shall report progress of assigned duties to the Director of Clinic Services or designee monthly.

**5. FEE:**

- a. The Agency shall compensate the Contractor for duly provided documented services to be reimbursed at \$25 per hour, not to exceed 120 hours per month and/or \$3,000 per month, not to exceed \$72,000 for the term of this Agreement.
- b. The Contractor may also be reimbursed by the County at the rate per mile based on the prevailing IRS rate for the use of a private vehicle by the Contractor providing such services to the Agency under the terms of this Agreement, including mileage to and from the Agency's clinic in Rome, New York to meet with clients, travel to MOMS provider's offices and travel to a meeting, conference or training when Contractor's attendance at same has been requested by the Agency.

**6. PAYMENT:**

- a. Within 10 days of the last day of the month in which services are provided, Contractor shall submit a completed County voucher accompanied by a separate statement of services rendered.
- b. The Agency shall pay for claimed services when required documentation, as defined herein is in the possession of the Agency.
- c. Any claims for payment submitted without supporting documentation shall not be considered and shall be rejected by the Agency.
- d. Any rejected claims must be re-submitted by the Contractor with required supporting documentation within 60 days of service date.
- e. Claims received after 60 days of service date shall not be considered for payment.
- f. The Agency shall notify the Contractor of all claims rejected within thirty (30) days after processing the claim.
- g. The County shall make payment within 45 days of receipt after voucher for those services qualifying for payment.
- h. The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this agreement.
- i. Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this agreement, the Agency shall have the option to immediately terminate this agreement upon providing written notice to the Contractor. In such an event, the agency shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the agency be responsible for any actual or consequential damages as a result of termination.

**7. INSURANCE:**

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate during the term of this Agreement. The Contractor shall also maintain general liability and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per Incident and \$3,000,000 aggregate. The Contractor agrees to have the County and the Agency named as additional insured, on a primary, non-contributory basis, as its interest may appear, on the general liability policy and to provide the County with certificates from said insurance company or companies showing proof of insurance as stated heretofore. The Contractor further agrees to provide that such coverage shall not be terminated without prior notice to the County of at least (30) days.

**8. INDEMNIFICATION:**

- a. The County shall not be liable for any claim of negligence asserted against the Contractor, and the Contractor shall hold the County and the Agency harmless for any and all claims arising from the Contractor's service under this agreement including but not limited to, malpractice, negligence or willful misconduct. 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 this agreement.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

**9. EXCLUSIVITY:**

The Agency retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Contractor, or to provide such services to its clients through its own employees. The Contractor retains the right to provide services directly or indirectly through contact with another agency, to persons who are not clients of the County.

**10. CONTRACTOR STATUS:**

- a. It is intended by both the Contractor and the Agency that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- b. The Agency agrees not to withhold from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's

compensation, disability insurance or social security insurance (FICA). The Contractor will indemnify and hold the Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings.

- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the Contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status, it is agreed that both the Agency and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entitles relating to such employment and Civil Rights requirements.

#### **11. SUBCONTRACT:**

The Contractor may not assign the Contractor's rights or obligations under this Agreement, or subcontract with another to provide the services described above of this Agreement, without the prior written consent of the Agency.

#### **12. PERFORMANCE MONITORING:**

- a. The Agency shall monitor the performance of services by the Contractor to ensure that the Agency is receiving the provision of services to designated clients.
- b. The Agency shall monitor services to ensure they are consistent with professional standards of care, the patient's plan of care, and regulations of the New York State Department of Health.
- c. Agency will provide a mandatory annual update which Contractor is required to attend or Agency will provide a mandatory annual update through the Learning Management System (LMS).

#### **13. TERMINATION:**

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Contractor defaults in the performance of any of the Contractor's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.

- b. Upon notice of termination, the Contractor shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

**16. ENTIRE AGREEMENT:**

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject mater of this Agreement.

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

ONEIDA COUNTY

BY: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

DATE: \_\_\_\_\_

CONTRACTOR

BY: Joan Gallimo  
Joan Gallimo

DATE: 7/24/14

APPROVED AS TO FORM ONLY

BY: Nichole M. Hinman  
Nichole M. Hinman, Esq.  
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 24 day of July 2014, 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).

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

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

When applicable to the services provided pursuant to the Contract:

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

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Worker's Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

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

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

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

## **12. Conflicting Terms.**

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

## **13. Governing Law.**

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

## **14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

County of Oneida

Contractor

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By: Joan Gallimo  
Name: Joan Gallimo

Approved as to Form only

N. Christopher M. Hinnar  
Oneida County Attorney

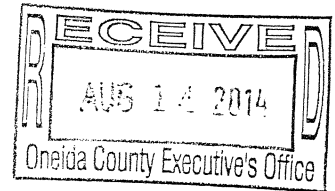




Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

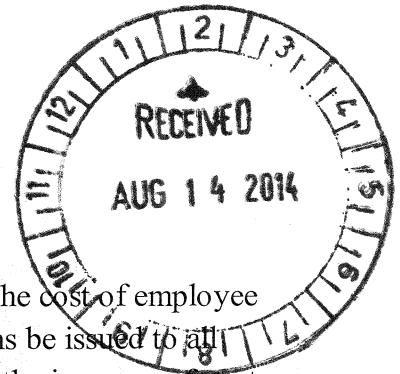


The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

FN 20 14-301

August 12, 2014

**PUBLIC SAFETY  
WAYS & MEANS**



Dear County Executive Picente,

I respectfully request a Transfer of Funds of \$10,000 for fiscal year 2014 to cover the cost of employee uniform purchases. New contractual provisions dictate that additional clothing items be issued to all uniformed staff. Additionally, the high turnover rate of correction officers requires the issuance of start-up uniforms/equipment necessary for new employees. Therefore, I request that this transfer be accomplished in the following manner:

Transfer from Expense Account:

3150.436 – Inmate Clothing \$10,000

Transfer to Expense Account:

3151.436 – Employee Clothing \$10,000

I thank you for your time and attention to this matter. Please contact me if you have any questions, require clarification, or seek additional information to assist in your consideration of this request.

Sincerely,

Robert M. Maciol  
Oneida County Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 8/14/14

Cc:  
T. Keeler, Budget Director

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

July 23, 2014

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

FN 20 14-302



**PUBLIC SAFETY  
WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting that Oneida County enter into a contract with the New York State Canal Corporation to patrol the Canal and Canalway trail. This Office has been awarded a \$40,000 matching grant. The Canal Corporation's portion will be \$40,000 and Oneida County's portion will be \$13,334. This grant will expire March 31, 2015.

The monies obtained from this grant will be used to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline.

**This Grant requires Board approval at the Board's next meeting date.**

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 8/21/14

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

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

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

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

**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: X (Grant)**

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** NYS Canal Corporation

**Title of Activity or Service:** Matching Grant

**Proposed Dates of Operation:** April 1, 2014 – March 31, 2015

**Client Population/Number to be Served:** Oneida County Residents

### **Summary Statements**

**1) Narrative Description of Proposed Services:** Marine Patrol of the Canal and Canalway trails in Oneida County (approximately 32 miles east to west).

**2) Program/Service Objectives and Outcomes:** To establish frequent patrols of the Canalway trails by ATV, Snowmobile and Mountain Bike Patrols as well as Marine Patrol throughout the navigable season. This would be a deterrent to illegal activity and provide a proactive approach to keeping these areas safe and enjoyable for everyone's use.

**3) Program Design and Staffing:** This grant will allow for the funding to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline.

**Total Funding Requested:** \$13,334 for matching funds

**Account #:** A3120 & A3315 (Revenue)

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State funds – 75% (\$40,000), County funds 25% (\$13,334). **The County must provide matching funds of \$13,334 for this grant.**

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**Oneida County Department/Office Staff Comments:** This revenue will help to offset expenses incurred by patrolling the canal and canalway trails in Oneida County.

# NEW YORK STATE CANAL CORPORATION

## Grant Agreement for

### The 2014 Marine Patrol Grants ONEIDA COUNTY SHERIFF'S OFFICE

This AGREEMENT (hereinafter "Agreement") is made this **1st day of April**, 2014, by and between the New York State Canal Corporation (hereinafter the "CANAL CORPORATION"), a public corporation and subsidiary of the New York State Thruway Authority (hereinafter the "AUTHORITY"), organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and the **Oneida County Sheriff's Office** (hereinafter the "LOCAL SPONSOR") with offices at **6065 Judd Road, Oriskany, NY 13424**.

#### WITNESSETH:

WHEREAS, the CANAL CORPORATION is statutorily responsible for, among other things, operating, maintaining, improving, developing and promoting the 524-mile waterway known as the New York State Canal System; and

WHEREAS, in furtherance of these responsibilities, the CANAL CORPORATION wants to encourage police and public safety coverage on New York's Canals and Canalway Trail; and

WHEREAS, the CANAL CORPORATION does not have its own dedicated marine patrol but instead relies on local law enforcement; and

WHEREAS, the New York State Canal System has been designated a No Discharge Zone making it illegal to discharge sewage from vessels into the waterbody; and

WHEREAS, the LOCAL SPONSOR is eligible and has applied for funds to provide marine patrol services (hereinafter the "SERVICES") along the Canals and Canalway Trail; and

WHEREAS, the CANAL CORPORATION believes that police, public safety and environmental protection measures are most effective when set and administered at the local level, and desires to assist the LOCAL SPONSOR in partially funding such coverage along the Canal and Canalway Trail; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CANAL CORPORATION and the LOCAL SPONSOR hereby agree as follows:

1. Agreement Term: The term of this Agreement shall commence on April 1, 2014 and shall terminate on March 31, 2015.
2. Agreement Amount: The CANAL CORPORATION agrees to make available to the LOCAL SPONSOR a sum not to exceed \$40,000 (hereinafter the "GRANT"). This sum shall cover no more than 75% of the total cost of the SERVICES.
3. Reimbursement Provisions:
  - a. Reimbursement shall be made to the LOCAL SPONSOR upon approval by the CANAL CORPORATION of vouchers executed by an authorized officer of the LOCAL SPONSOR accompanied by such receipts and documents verifying expenditures as may be required by the CANAL CORPORATION. Reimbursement requests shall include a certification by the LOCAL SPONSOR that the requested funds do not duplicate reimbursements for costs and services received from other sources.
  - b. No more than two reimbursement requests will be accepted. The final voucher must be submitted within 30 days from the end of the Agreement.
  - c. In no event will the CANAL CORPORATION process any reimbursement request that would cause the aggregate reimbursement for the SERVICES to exceed the GRANT amount set forth in paragraph 2 of this Agreement.
  - d. The LOCAL SPONSOR shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce such records for examination by the CANAL CORPORATION. Records must be maintained so that they can be provided for examination at any time during the term of the Agreement and for a period of six (6) years after the termination of the Agreement.
4. Scope of Services:

Marine Patrol Services shall include:

- Enforcing all applicable laws, rules and regulations within the LOCAL SPONSOR'S authority and jurisdiction;
- Educating boaters on boating safety;
- Enforcing the Clean Vessel Act and educating boaters on the New York State Canal System's designation as a No Discharge Zone.

5. Representations, Warranties and Covenants:

The LOCAL SPONSOR represents, warrants and covenants that:

- a. In conducting the SERVICES the LOCAL SPONSOR will patrol waters on, or contiguous to, the current and historical alignments of the New York State Canal System, and provide supporting documentation of doing so.
- b. All officers assigned to patrols of the Canal and Canalway Trail supported by CANAL CORPORATION funding shall have appropriate certifications and accreditations for the operation of equipment utilized in the course of their patrols.
- c. All vessels assigned to patrol the New York State Canal System and supported by CANAL CORPORATION funding shall have all required registrations and comply with the Clean Vessel Act.
- d. The GRANT shall be used solely for eligible expenses and no materials purchased with the GRANT will be used for any other purpose other than to provide the SERVICES.

6. Independent Contractor: LOCAL SPONSOR is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, LOCAL SPONSOR covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the CANAL CORPORATION and that neither LOCAL SPONSOR nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CANAL CORPORATION, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

7. Liability: LOCAL SPONSOR shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Indemnification: The LOCAL SPONSOR shall indemnify and protect and hold harmless the CANAL CORPORATION, the Authority and the State of New York, as their interests may appear, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages, and costs of every name and description arising out of the performance or non-performance by the LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the SERVICES provided for in connection with this Agreement. Such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement.
9. Insurance: The LOCAL SPONSOR must procure prior to commencement of SERVICES under this Agreement and maintain until this Agreement is completed, insurance of the kinds and in the amounts specified below.

A. General Conditions:

1. All insurance required by this Agreement shall be obtained at the sole cost and expense of the LOCAL SPONSOR.
2. All insurance required by this Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the CANAL CORPORATION, with an A.M. Best rating of "A-" or better.
3. All insurance required by this Agreement shall be primary to any CANAL CORPORATION self-insurance policy or CANAL CORPORATION self-insurance program, which shall be excess and non-contributory.
4. The LOCAL SPONSOR shall furnish CANAL CORPORATION with Certificate(s) of Insurance on ACORD Form 25, accompanied by the CANAL CORPORATION Supplemental Insurance Certificate, for each insurance carrier involved. Such Certificate(s) shall be

executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with CANAL CORPORATION insurance requirements set forth herein. A copy of every required Endorsement shall be furnished to CANAL CORPORATION. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board form; generally C-105.2 for Workers' Compensation and DB-120.1 for NYS Disability Benefits.

5. All policies, by specific endorsement, shall provide for written notice to the CANAL CORPORATION no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by certified mail to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.
6. If insurance policies utilized for CANAL CORPORATION projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance and the CANAL CORPORATION Supplemental Insurance Certificate. CANAL CORPORATION has the option to accept or reject the Deductibles or SIRs, or the LOCAL SPONSOR itself, or to impose additional security or other requirements, in view of CANAL CORPORATION preference that insurance policies utilized for CANAL CORPORATION projects have no Deductibles or SIRs.
7. The LOCAL SPONSOR shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the CANAL CORPORATION, within twenty (20) days of such request.
8. Failure of CANAL CORPORATION to demand such certificates, policies, endorsements, or other evidence of full compliance with CANAL CORPORATION insurance requirements, or failure of CANAL CORPORATION to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the LOCAL SPONSOR'S obligation to maintain such insurance.
9. Failure to maintain the required insurance and provide proof of such coverage to CANAL CORPORATION may, in CANAL CORPORATION'S sole discretion, result in termination of this Agreement, or in delay or stoppage of payments.



10. By requiring insurance, CANAL CORPORATION does not represent that certain coverages and limits will necessarily be adequate to protect the LOCAL SPONSOR, and such coverages and limits shall not be deemed a limitation on the LOCAL SPONSOR'S liability under the indemnities granted to CANAL CORPORATION under any provision of this Agreement.
11. The LOCAL SPONSOR shall waive all rights against CANAL CORPORATION and its agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, Business Auto policy, and Umbrella policy, as required.
12. The LOCAL SPONSOR shall provide a copy of these CANAL CORPORATION Insurance Requirements to its insurance producer(s) and insurance carrier(s).

B. Coverages:

1. Commercial General Liability - the LOCAL SPONSOR shall maintain commercial general liability (CGL) insurance with no less than the following limits:

▪ Each Occurrence Limit:	\$1,000,000
▪ General Aggregate:	\$2,000,000
▪ Products/Completed Operations Aggregate:	\$2,000,000
▪ Personal/Advertising Injury Liability:	\$1,000,000
▪ Fire Damage Legal Liability:	\$ 100,000
▪ Medical Expense	\$ 5,000

The CANAL CORPORATION, AUTHORITY and the State of New York shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL policy.

The CGL Policy shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the CANAL CORPORATION.

2. Workers' Compensation – the LOCAL SPONSOR shall provide and maintain coverage during the life of this Agreement for the benefit of

such employees as are required to be covered by New York State Worker's Compensation Law.

If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act Endorsement must be provided.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) C-105.2 – Certificate of Workers' Compensation Insurance
- (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.
- (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

3. Disability Benefits – the LOCAL SPONSOR shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by New York State Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) DB-120.1 – Certificate of Insurance Coverage under the New York State Disability Benefits Law.
- (2) DB-155 – Certificate of Disability Self Insurance.
- (3) CE-200 – Certificate of Attestation of Exemption.

4. Marine Protection and Indemnity Coverage – the LOCAL SPONSOR shall provide and maintain Marine Protection and Indemnity (MPI) coverage under a marine policy providing coverage for all marine operations under this Agreement, with a minimum limit of \$1 million per occurrence/\$2 million aggregate. The CANAL CORPORATION, AUTHORITY and the State of New York shall be endorsed as additional insureds under the policy.

Self Insurance: The LOCAL SPONSOR may elect to self-insure the CGL and/or MPI coverages with the approval of the CANAL CORPORATION. The approval to self-insure will be at the CANAL CORPORATION'S sole discretion. If the LOCAL SPONSOR self-insures, all of the provisions of

the Grant relating to or affected by insurance required to be maintained by the LOCAL SPONSOR shall apply as if the LOCAL SPONSOR had in fact maintained policies of insurance in lieu of self-insurance, including, without limitation, benefits, if any, available to additional insureds. The CANAL CORPORATION, AUTHORITY and the State of New York shall receive the same coverage and protection under the LOCAL SPONSOR'S self-insurance as if it were named as an additional insured under the policies required pursuant to this section. The LOCAL SPONSOR will waive all subrogation rights under such self-insurance to the same extent such waiver is required under third party insurance.

10. Notices: All notices permitted or required to be given hereunder, except service of process as specified in Appendix A to this Agreement, shall be in writing and shall be transmitted using one of the following methods:
  - (a) certified or registered United States mail, return receipt requested;
  - (b) facsimile transmission;
  - (c) personal delivery;
  - (d) expedited delivery service; or
  - (e) electronic mail
11. Termination: This Agreement may be terminated at any time upon the mutual written consent of the CANAL CORPORATION and LOCAL SPONSOR. The CANAL CORPORATION may terminate this Agreement immediately, upon written notice of termination to the LOCAL SPONSOR, if the LOCAL SPONSOR fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
12. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties thereto.
13. Standard Contract Clauses and Appendices Incorporated by Reference: LOCAL SPONSOR agrees to comply with all of the terms and conditions set forth in Appendix A attached hereto and expressly made a part of this Agreement as fully as if set forth at length herein.

**Appendix A** - Standard Clauses

**Exhibit 1** - Supplemental Insurance Certificate (TA-W51343-9)

If any conflict or discrepancy should arise in the terms, conditions or technical documents of this Agreement or the interpretation thereof, the order of precedence for resolution shall be:

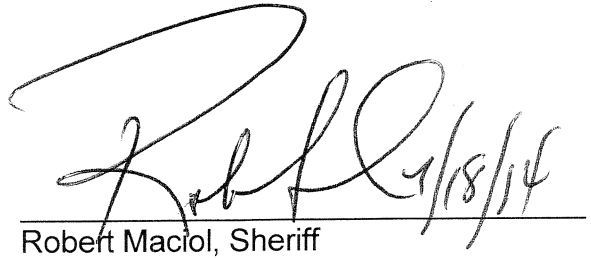
1. Appendix A
2. Agreement including all other Appendices

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written:

**NEW YORK STATE CANAL CORPORATION**

**LOCAL SPONSOR**

\_\_\_\_\_  
Thomas J. Madison, Executive Director

  
\_\_\_\_\_  
Robert Maciol, Sheriff

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
Federal ID #: \_\_\_\_\_

Approved as to Availability of Funds:

County Executive:

\_\_\_\_\_  
Authority Chief Operating and  
Financial Officer

\_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Policy:

\_\_\_\_\_  
Director of Purchasing

Recommended By:

\_\_\_\_\_  
Director, Canal Corporation





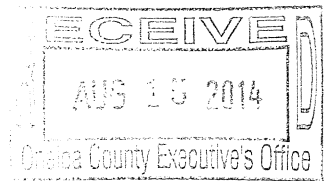


ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Robert L. Bauer



Dawn Catera Lupi  
First Assistant

Michael R. Nolan  
Joshua L. Bauer  
Christopher D. Hameline  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry III  
Ashley J. Weiss  
Sarah M. Kelly

FN 20 14-303

**PUBLIC SAFETY** August 11, 2014

**WAYS & MEANS**

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



Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2014 budgetary transfer within the District Attorney's cost center to purchase a 2015 Ford Fusion SE for the District Attorney's Office:

TO:

A1165.251 District Attorney, Automotive Equipment \$20,000.

FROM:

A1165.101 District Attorney, Salaries \$9,000.  
A1165.103 District Attorney, Overtime \$3,000.  
A1165.492 District Attorney, Computer Software & Licenses \$3,000.  
A1165.4951 District Attorney, Other Expenses \$5,000.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

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

Anthony J. Picente, Jr.  
County Executive

Date 8/15/13



The Honorable Anthony J. Picente

August 11, 2014

Page Two

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara", with a long horizontal flourish extending to the right.

Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



## Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Deputy Director  
Patrick Cady

Supervisors  
Thomas Brognano  
Mark Joseph  
Holly Matthews  
Paula Mrzlikar

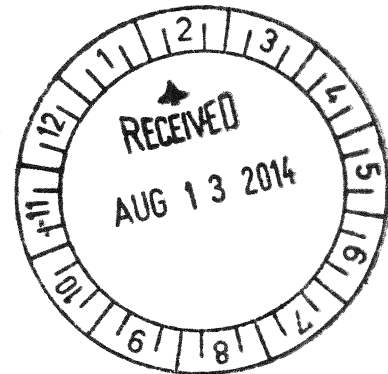
July 30, 2014

FN 20 14-304

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS



Re: Alternatives To Incarceration Grant 2014-2015

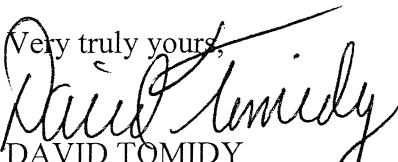
Dear Mr. Picente:

In May we submitted an ATI Plan for 2014/2015 that was approved by the ATI Board to DCJS. Enclosed is the yearly renewal contract for reimbursement of expenses (based on outcomes) incurred by our Domicile Restriction Program. We are very pleased that the amount is \$43,781 and for the third straight year our program has not been reduced like many other programs around the state. We have run this successful program for over 20 years which allows defendants the opportunity to live at home, work, and seek treatment instead of incarceration. This program involves both adults and juveniles and in 2013 our accounting reveals savings to the County of over \$2 million.


This program is highly cost effective and promotes social adjustment of appropriate offenders. Without sacrificing Public Safety, we are able to increase the chances of offenders at making positive adjustments in their lives.

Please submit this contract to the Board of Legislators for approval. Upon their approval please sign the contract electronically.

Your continued support of this and all of our programs and efforts is most appreciated.

Very truly yours,  
  
DAVID TOMIDY  
PROBATION DIRECTOR

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

  
Anthony J. Picente, Jr.  
County Executive

DT:kas  
Enclosures

Date 8/13/14

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** NYS Division of Criminal Justice Services  
80 South Swan Street  
Albany, New York 12210

**Title of Activity or Service:** Domicile Restriction Program

**Proposed Dates of Operation:** 7/1/2014 to 6/30/2015

**Client Population/Number to be Served:**

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** Provides Alternative to Incarceration both at the Pre-Trial and Post-Sentencing stages of the Legal Process and is a graduated sanction of Probation. It allows home sobriety checks and surveillance of Sex Offenders' movements.
- 2) **Program/Service Objectives and Outcomes:** Replaced 11,146 days of incarceration at County Jail – savings of \$90.00 per day = \$1,031,850; Allows employed Defendants to continue working; 2,672 days of secure or non-secure detention for juveniles saving \$985,485 for the County.
- 3) **Program Design and Staffing:** Reducing burden on Social Services (47 employed full-time; 12 part-time employed; and 10 students = 127 adult offenders served). One Probation Officer and two Probation Assistants install and monitor equipment and report compliance/violations to the Court.

**Total Funding Requested:**

**Account #:** 3141

Our Budget is \$272,028 and we are seeking \$43,781.00 from DCJS in this grant. We are also subsidized by OCDSS funds \$35,000; Bail Pounding of \$4,650; and Reimbursement from the Utica Police Department of \$5,500. Net Cost to run this Program is \$174,467.

**Cost Per Client Served:** \$2.11 per day per client

**Past Performance Data:** 85% reduction in recidivism which on Domicile Restriction - 97 successfully completed in 2013.

**O.C. Department Staff Recommendation:** Probation Department highly recommends applying for State funding to continue programming as this Project provides a cost effective alternative to incarceration. It reduces county costs to the jail and provides opportunity for community-based supervision and service provision.

<p><u>STATE AGENCY</u>                  Division of Criminal Justice Services                  80 South Swan Street                  Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T484313                  (Contract Number)   <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Project GIVE  <u>DCJS NUMBERS:</u> GV14484313  <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460  <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u>                  FROM 07/01/2014 TO 06/30/2015  <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$15,000.00</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): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>   <input type="text"/>                  (Enter number or Exempt)                  if "Exempt" is entered above, reason for exemption.                  N/A</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services                  BY: _____ Date: _____                  Office of Program Development and Funding</p> <p><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".</p> <p>GRANTEE:                  BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE                   _____                  Title: _____                  Date: _____</p>	<p>APPROVED,                  Thomas P. DiNapoli, State Comptroller                   _____                  Title: _____                  Date: _____</p>

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

07/28/2014

GV14-1057-D00

Oneida County

## AGREEMENT

## STATE OF NEW YORK

## AGREEMENT

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

## WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

## I. Conditions of Agreement

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

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

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

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

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

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

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

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

## II. Payment and Reporting

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

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

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

## III. Terminations

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

## CONTRACTOR.

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

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

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

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

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

## IV. Indemnification

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

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

## V. Property

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

## VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

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

07/28/2014

GV14-1057-D00

Oneida County

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.



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

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100

Fax: 518-292-5884  
email: opa@esd.ny.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

January, 2014

Certified by - on

**Award Contract****Project GIVE****Project No.**

GV14-1057-D00

**Grantee Name**

Oneida County

07/28/2014

## APPENDIX A1

## AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

## A. For State funded grants:

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

## B. For Federally funded grants:

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

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/). The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

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

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

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

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

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

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and

allowable.

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

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

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

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

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

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

1. 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.

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

3. 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.

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

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

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

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

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

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

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

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



## Agreement terms.

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

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

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

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

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

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

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

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

Calendar Quarter  
Report Due

January 1 - March 31  
April 30

April 1 - June 30  
July 31

July 1 - September 30  
October 31

October 1 - December 31  
January 31

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

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

incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

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

## 25. Federal Funds

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

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

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).

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

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

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

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

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

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

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

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided

by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

#### 29. General Responsibility Language

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

#### 30. Suspension of Work (for Non-Responsibility)

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

#### 31. Termination (for Non-Responsibility)

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

VER 05/13/2013

Certified by - on

**Award Contract**

**Project GIVE**

**Project No.**

**Grantee Name**

07/28/2014

GV14-1057-D00

Oneida County

**APPENDIX B - Budget Summary by Participant**

Oneida County

Oneida County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	OT - Probation Officers	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
Justification: The Oneida County Probation Office will continue to supply officers for Probation/Parole Home Visits and work with the Partnership to supply intelligence learned from or about probationers who have histories of gun possession and gun violence. They will be utilized to conduct these visits with members of UPD at hours that crime analysis indicates are the peak hours for shot fired calls. They will also check homes for any weapons that would be in violation of probationer's conditions of probation.						
Total				\$15,000.00	\$15,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$15,000.00	\$15,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$15,000.00	\$15,000.00	\$0.00

**Award Contract**

Project GIVE

**Project No.**

GV14-1057-D00

**Grantee Name**

Oneida County

07/28/2014

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

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

## 7. Payment Schedule

### PAYMENT PAYMENT DUE DATE

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

### 2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

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

VER05/13/2013  
Certified by - on



**Award Contract****Project GIVE****Project No.**

GV14-1057-D00

**Grantee Name**

Oneida County

07/28/2014

**APPENDIX D - Work Plan****Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides through the integrated use of evidence-based strategies that include the four core elements of: People, Places, Alignment, and Engagement.

**Objective #1**

To implement the joint agency initiatives as outlined in the GIVE strategy to directly combat shootings and homicides in the City of Utica with support and assistance from the other law enforcement partners.

**Task #1 for Objective #1**

Deploy targeted GIVE operations through joint agency initiatives as outlined in the GIVE strategy by focusing on hotspots determined through crime analysis.

**# Performance Measure**

- 1 Detail the types of operation(s).
- 2 Provide the area(s) where the operations took place.
- 3 Include the dates, times and duration of the operations.
- 4 Provide the number of officers assigned.
- 5 Provide the number of overtime hours.
- 6 Provide the actual overtime expenses.
- 7 Provide the number of probation/parole home visits in hot spots.
- 8 Provide the number of warrants executed in gun hot spots.
- 9 Provide the number of probation/parole home visits in hot spots.
- 10 Provide the number of outreach contacts in hot spots.
- 11 Include the number of debriefings conducted.
- 12 Include the number of warrants executed.
- 13 Include the number of felony arrests.
- 14 Provide the number of misdemeanor arrests.
- 15 Provide the number of violations issued.
- 16 Provide the number of guns recovered.
- 17 Provide the number and type of drugs recovered.
- 18 Provide a brief narrative summarizing the activity reflected in the Performance Measures.

**Award Contract**

Project GIVE

**Project No.****Grantee Name**

GV14-1057-D00

Oneida County

07/28/2014

**Award Conditions**

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

**APPENDIX D - Special Conditions**

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.

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

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (R.F.A.).

Timely, Accurate, Crime Data - Each month, all participating law enforcement agencies are required to submit monthly crime reports to DCJS through the IJPortal IBR/UCR Reporting Interface within 30 days after the close of the reporting period.

**Incident-Based Reporting (IBR) Agencies**Hate CrimeLaw Enforcement Officers Killed or Assaulted (LEOKA)

Summary (UCR) Reporting Agencies - The following UCR Summary reports are required to be submitted to DCJS through the UCR Data Entry Interface on the IJPortal:

Return A (Monthly Offenses known to Police)Arrests of Persons 18 and OverArrests of Persons Under 18Supplemental Homicide Report (SHR)ArsonHate CrimeLaw Enforcement Officers Killed or Assaulted (LEOKA)

**Note:** Instructions for accessing and submitting crime reports through the IJPortal can be found at: [http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr\\_refman/IJPortal-UCRData-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCRData-Entry-Manual.pdf)

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the

data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contracts only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$ 0 from the total contracted amount. Consistent with Appendix A1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures.

All criminal justice information management software, which grantees may purchase or develop with funds provided under the terms of this agreement, must conform to establish New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing, and reporting of criminal justice information, as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF 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 original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State 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.

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

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

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

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



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

August 12, 2014

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

FN 20 14-305

PUBLIC WORKS

WAYS & MEANS

Re: Work Order #25-1, Sewer Rehabilitation, FY 2014-2015 Engineering Services Capital Project HG-448 CWSRF No: C6-6070-08-00 GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

Consent Order No. R620060823-67 issued by the NYSDEC on December 12, 2011 calls for the mitigation of inflow and infiltration (I&I) in ten (10) miles of sewer in the Sauquoit Creek Pumping Station service area every year. GHD has submitted for consideration Work Order #25, Amendment 1, which covers engineering services associated with engineering design, regulatory coordination, bid phase services and project support to complete this required work for 2014-2015. It is recommended that this work order be accepted with an estimated cost of \$772,000. Funding for this work order is provided by bonds through the NYS Environmental Facilities Corporation and tracked by capital project HG-448.

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

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

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner



Cc: Karl E. Schrantz, P.E. - O'Brien & Gere Engineering, Inc.

Attachments: Six (6) copies of Work Order 25-1 Contract Summary

Reviewed and approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 9/4/14

Oneida Co. Department: WQ&WPC

Competing Proposal   X    
Only Respondent         
Sole Source RFP       

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #25, Amendment 1  
Sewer Rehabilitation Engineering Services  
GHD Consulting Services, Inc.

**Proposed Dates of Operation:** This work is planned for FY2014-2015

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers design, regulatory coordination, bid phase services and construction phase services for sewer rehabilitation work required by NYSDEC Consent Order #R620060823-67 for FY2014-2015.

**2) Program/Service Objectives and Outcomes:** Rehabilitate ten (10) miles of sewer within the Sauquoit Creek Pumping Station service area in 2014-2015.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$772,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital project HG448.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** These additional services are required because NYSDEC Consent Order #R620060823-67 requires the rehabilitation of ten (10) miles of sewer per year within the Sauquoit Creek Pumping Station service area.



**WORK ORDER 25**  
**Amendment No. 1**

**SEWER REHABILITATION – FY 2014/2015 ENGINEERING SERVICES**

**CWSRF Project No. C6-6070-08-00**

**I. PROJECT UNDERSTANDING**

Consent Order No. R620060823-67 between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County (County) with an effective date of December 12, 2011 requires, among other things, annual sewer rehabilitation construction contracts for the purpose of mitigating excessive inflow and infiltration (I/I) within the Sauquoit Creek Pumping Station (SCPS) basin. Rehabilitation and repairs to sanitary sewers are intended to assist in the mitigation of sanitary sewer overflows at the SCPS. The Consent Order requires that a minimum of 10 miles of sewer rehabilitation/repair work occur each year during the life of the Consent Order. Rehabilitation/repair (or “mitigation” as defined in the Consent Order) may include a combination of pipe rehabilitation, pipe replacement, manhole rehabilitation, stormwater cross connection repairs, private property I/I source removal, stormwater facilities to accommodate I/I source removal, and removal of other I/I sources.

The purpose of this Amendment to Work Order 25 is to continue to provide engineering services associated with the engineering design, regulatory coordination, bid phase services, and associated project support necessary for the continuation of I/I reduction projects for an additional 12 months. Engineering may incorporate techniques such as sewer rehabilitation (chemical grouting, spot repairs, cured in-place pipe (CIPP) lining), pipe replacement, and/or inflow source removal (elimination of direct and/or indirect cross connections). Up to three (3) construction contracts will be developed and advanced under this Work Order with an estimated combined construction value of approximately \$5 million.

**II. SCOPE OF SERVICES**

**A. Task 1: Preliminary Design Services**

**1. Basemapping**

- a. For purposes of this Work Order, it is assumed that the existing mapping sources, including the County’s GIS mapping of the sewer systems, LiDAR data, and available record drawings will be sufficient for the sewer rehabilitation purposes and can be used for the preparation of construction drawings. We have included an allowance of \$10,000 for use in the event that a limited amount of topographic and/or property survey is required in order to complete designs in specific locations.
- b. In support of the base mapping and preliminary design efforts, the engineering team will also perform a supplemental site walk/investigation of the probable construction project area to observe site features, sewer infrastructure features, and other conditions that may be beneficial during the design effort.

2. **Regulatory Coordination**

- a. Rehabilitation of existing sewers has been indentified as a Type II Action under the State Environmental Quality Review Act (SEQRA). Therefore, no further SEQR action is anticipated with respect to sewer rehabilitation.
- b. Asbestos cement pipe, commonly referred to by the trade name as Transite pipe, is known to exist within the local municipal sewer systems. Repair and replacement procedures on such pipes are subject to New York State Department of Labor (NYSDOL) regulations for asbestos under Industrial Code Rule 56 (ICR 56). A system-wide variance, in the name of Oneida County, that addresses sewer rehabilitation, repair, and replacement projects that have the potential to encounter asbestos-containing materials (ACM) was approved by NYSDOL on February 16, 2012 and subsequently amended on February 21, 2014. The amended variance has a termination date of February 28, 2015 at which time a new variance must be applied for. It is assumed that no further assistance is required pertaining to use of the existing variance on work performed prior to the variance termination date. However, an application for a new variance that encompasses the sanitary sewer rehabilitation work defined herein will be applied under this Work Order in order to continue sewer rehabilitation work involving asbestos cement pipe beyond February 28, 2015.
- c. The engineering team will contact and provide information to Agencies that may require coordination and/or plan approval in advance of construction, including:
  - 1) New York State Department of Transportation – Work within highway right-of-way.
  - 2) Oneida County Department of Public Works – Work within highway right-of-way.
  - 3) New York State Environmental Facilities Corporation – Plan approval.
  - 4) New York State Department of Environmental Conservation – Plan approval.
  - 5) CSX Transportation, Inc. – Railroad right-of-way access permit.

3. **Basis of Design Report**

A brief basis of design report will be prepared for each planned rehabilitation project and will be submitted along with the corresponding set of plans and specifications to NYSDEC and New York State Environmental Facilities Corporation (NYSEFC) as part of the review and approval process. The report will include the following:

- a. Description of proposed sewer rehabilitation work, including location and itemized listing of defects with proposed method of rehabilitation/repair.
- b. Anticipated benefits of sewer rehabilitation work based on previously approved estimated I/I reduction.
- c. Opinion of probable project costs.

- d. Estimated construction schedule.

**B. Task 2: Construction Documents**

The engineering team will prepare drawings and specifications for the proposed I/I reduction projects that will be undertaken in conjunction with this Work Order. Documents will be suitable for public bidding and will include the following:

1. Establishment of location-specific rehabilitation techniques and generation of construction drawings. This may include techniques such as sewer rehabilitation (chemical grouting, spot repairs, CIPP lining), pipe replacement, and/or inflow source removal (elimination of direct and/or indirect cross connections), including private property sources. Development of up to three (3) construction bid packages is anticipated.
2. Coordination with the Towns/Villages regarding planned construction work.
3. Prepare location-specific sewer rehabilitation construction details, where appropriate.
4. Prepare maintenance and protection of traffic drawings, as required.
5. Prepare erosion and sediment control drawing, as required.
6. Prepare technical specifications.
7. Preparation of front end (construction contract) documents. EJCDC (2007 edition) master contract documents, modified to meet the requirements of Oneida County, will be utilized.
8. Provide Oneida County with 50% and final construction documents for review and comment. This includes review meetings with Oneida County to address questions.

**C. Task 3: Bid Phase Services**

The engineering team will assist the County with the public bidding of a sanitary sewer rehabilitation bid package for work to be performed under this Work Order. Services will include:

1. Assemble a complete set of bidding documents including project-specific bid form and other related front-end documents for three (3) bid packages.
  - a. Incorporate NYSEFC required documents and contracting language.
2. Printing of up to 25 bid sets for each construction contract (3 contracts total).
3. Coordination and attendance at one (1) pre-bid meeting for each bid and prepare meeting notes for distribution to plan holders.
4. Address questions raised by the contractors.



5. Prepare addenda, if needed.
6. Canvas the bids and present result to the County.

For purposes of this Work Order, it is assumed that Oneida County will distribute bid sets to contractors.

**D. Task 4: Data Management**

Completed construction work will be documented and incorporated into the County's data management software system (Lucity). For purposes of this Work Order, it is assumed that the engineering team will work closely with the County (in particular, Herkimer-Oneida County Comprehensive Planning Program (HOCCPP)) on this task. Specifically, the engineering team will use Lucity's Work Master Module to (1) generate work orders and (2) collect construction data. Data will be delivered weekly or as-needed to HOCCPP for format, QA/QC, and uploading to the County server. Based on experience learned through the various construction contracts undertaken to date, this requires a consistent and daily, time intensive effort by the engineering team in order to keep the information current in the Lucity database.

**E. Task 5: Funding Agency Coordination**

The engineering team will assist the County with the coordination of NYSEFC project requirements. This includes:

- 
1. Coordination of NYSEFC design review.
  2. Troubleshooting of funding related administrative issues that will develop from time to time between the County and NYSEFC.

For purposes of this Work Order, it is assumed that Oneida County will perform all the mandatory funding agency administrative requirements, including but not limited to:

1. Administration and coordination of the MBE/WBE utilization plan.
2. Preparation and submission of monthly and quarterly MBE/WBE reports.
3. Certified payroll review and verification with employees.

**F. Task 6: Construction Phase Services**

**1. Construction Administration**

- a. Prepare construction contracts for execution by the County and Contractor(s).
- b. Coordinate and attend a pre-construction meeting(s) and prepare meeting notes for distribution to the project team.
- c. Review the shop drawings and submittals for related work. Assume 30 items for review for each construction contract.
- d. Address technical questions raised by the Contractor(s).
- e. Review payment applications.
- f. Site visits by the Project Manager and/or Design Team members to review overall project status.

- g. Preparation of record drawings based on completed construction information supplied by the contractor(s). An as-built (post-construction) survey is not included.

2. **Construction Observation**

In order to monitor the contractor's conformance with the plans and specifications, qualified construction representatives ("inspectors") will be assigned by the engineering team to the various construction contracts. The inspectors will provide the following services:

- a. Observe construction activities to assess that the work is constructed in conformance with the approved plans and specifications and subsequent field orders/change orders.
- b. Monitor and document installed unit price quantities.
- c. Coordinate construction schedule updates from the Contractors.
- d. Prepare daily field reports.
- e. Provide documentation of completed construction work in support of the data management effort (Lucity) by the engineering team.
- f. Maintain construction photo log.
- g. Review draft payment applications for accuracy and completeness prior to the Contractor's formal submission to the Engineer.
- h. Review and address technical questions raised by the Contractor. Coordinate response with the design team as necessary.
- i. Coordinate and/or conduct construction progress meetings, when required.
- j. Maintain an updated set of record drawings at the field office.

G. **Task 7: Project Management**

- 1. Project management will include staffing and resource allocation, subconsultant coordination, project accounting, cost control, tracking and billing, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz PE from O'Brien and Gere Inc. will be the Project Manager and Brian Whittaker PE from O'Brien and Gere Inc will be the Project Engineer for this Work Order with technical support provided by Joseph Dodd, PE from GHD Consulting Services, Inc.
- 2. Additionally, services will include the tracking and reporting of the consultant team's MWBE and EEO efforts in accordance with NYS Executive Law 15-A and services required to comply with NYSEFC requirements.

H. **Task 8: Supplemental Investigations**

- 1. There are instances where the need to investigate issues within the sanitary sewer system develop unexpectedly as a result of unanticipated events. These may be localized basement backups, restrictions in a segment of sanitary sewer, or a wet weather overflow at a location with no previous history of overflows. Under this task, we have included a budget to provide a limited amount of technical support to the Commissioner and/or municipalities to assess those unexpected issues that may arise over the term of this Task Order.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1 and summarized below.

TASK	DESCRIPTION OF SERVICES	ESTIMATED FEE
A	Preliminary Design (Base Mapping, Regulatory Coordination, Basis of Design Reports)	\$ 125,600
	Survey (allowance)	\$ 10,000
B	Construction Documents	\$123,500
C	Bid Phase	\$ 16,650
	Printing (allowance – bid documents)	\$ 6,750
D	Data Management	\$ 66,500
E	Funding Agency Coordination	\$ 10,500
F	Construction Phase Services	
	Construction Administration	\$132,000
	Construction Observation	\$214,000
G	Project Management	\$ 41,500
H	Supplemental Investigations	\$ 25,000
	TOTAL	\$772,000

- B. Additional services beyond the Scope of Services described in Section II will be considered extra work and will necessitate additional compensation.

- C. Payments for work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.

**IV. TIME OF COMPLETION**

The above Scope of Services will be completed within a mutually acceptable period of time. It is assumed that these services will continue thru August 2015.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Oder No. 25, Amendment No. 1 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

GHD will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for

participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO are defined in Project MWBE Utilization Plan previously submitted by Shumaker Consulting Engineering & Land Surveying, P.C. and approved by NYSEFC. Refer also to Attachment B for specific contract language.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard B. LaFever, P.E.

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: \_\_\_\_\_

Date: 7/31/14

Date: \_\_\_\_\_

---

ATTACHMENT A  
RATE SCHEDULE

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$232.00
Associate	\$180.00
Senior Project Manager	\$162.00
Senior Engineer	\$155.00
Project Manager	\$146.00
Project Engineer	\$118.00
Engineer or Scientist	\$103.00
Architect	\$112.00
Managing Designer	\$141.00
Senior Designer	\$112.00
Designer	\$101.00
Senior Drafter	\$82.00
Drafter	\$71.00
Technician	\$67.00
Construction Project Representative	\$90.00
Field Technician	\$57.00
Secretarial/Word Processing	\$72.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$229.00
Project Manager 1	\$173.00
Engineer 3	\$139.00
Engineer 2	\$112.00
Engineer 1	\$94.00
Scientist 2	\$94.00
Engineering Technician 3	\$100.00
Engineering Technician 2	\$82.00
Engineering Technician 1	\$70.00
Construction Representative	\$78.00
Intern	\$45.00
Administrative Assistant	\$75.00

---

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**APPENDIX A  
RATE SCHEDULE**

**1.0 SAVIN ENGINEERS, P.C.**

**1.1 Hourly Rates**

CLIENT will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Task Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Construction Inspector	\$70.00
Construction Inspector – Assistant	\$60.00
Construction Inspector - Junior	\$50.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Task Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized mileage calculated at the current federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by Savin;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of Savin's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**Fee Estimate  
 Work Order 25  
 Amendment No. 1**

TABLE 1

Description	Task 1.1 Basemapping and Site Investigations	Task 1.2 Regulatory Coordination	Task 1.3 Basis of Design Report	Task 2 Construction Documents	Task 3 Bid Phase Services	Task 4 Data Management	Task 5 Funding Agency Coordination	Task 6a Construction Administration	Task 6b Construction Observation	Task 7 Project Management	Task 8 Supplemental Investigations	Total Hrs	Billing Rate 2014	Total Cost	Subtotals
<b>O'Brien &amp; Gere Engineers</b>															
Project Officer	4		12	24	4							44	\$229.00	\$10,076.00	
Project Manager 1	24	24	12	120	24	20	60	150		200	40	674	\$173.00	\$116,412.00	
Engineer 3	96	24	48	120	48	200		600			40	1176	\$139.00	\$163,464.00	
Engineer 2		8										8	\$112.00	\$896.00	
Engineer/Scientist 1	72	24	48	360	24	200		120			40	888	\$94.00	\$83,472.00	
Engineering Technician 3												0	\$100.00	\$0.00	
Engineering Technician 2	120			360	8	200		120			40	848	\$82.00	\$69,536.00	
Engineering Technician 1												0	\$70.00	\$0.00	
Intern												0	\$40.00	\$0.00	
Technical Typist			12	24	24							60	\$75.00	\$4,500.00	\$448,546.00
<b>GHD Consulting Engineers</b>															
Vice President/Tech. Advisor												0	\$232.00	\$0.00	
Associate												0	\$180.00	\$0.00	
Senior Project Manager			48							40		88	\$162.00	\$14,256.00	
Project Engineer												0	\$155.00	\$0.00	
Project Engineer			432	120							40	592	\$146.00	\$86,512.00	
Engineer/Scientist												0	\$118.00	\$0.00	
Architect												0	\$103.00	\$0.00	
Managing Designer												0	\$112.00	\$0.00	
Senior Designer												0	\$141.00	\$0.00	
Designer												0	\$112.00	\$0.00	
Senior Drafter												0	\$101.00	\$0.00	
Drafter												0	\$82.00	\$0.00	
Technician												0	\$71.00	\$0.00	
Construction Project Rep.												0	\$67.00	\$0.00	
Field Technician												0	\$90.00	\$0.00	
Secretarial/Word Processing												0	\$57.00	\$0.00	
												0	\$72.00	\$0.00	\$84,112.00
<b>Savin Engineers</b>															
Vice President												0	\$225.00	\$0.00	
Construction Inspector									2900			2900	\$70.00	\$203,000.00	
Asst. Construction Inspector									0			0	\$60.00	\$0.00	
Junior Construction Inspector									0			0	\$50.00	\$0.00	
Office Support												0	\$67.00	\$0.00	
												0	\$0.00	\$0.00	\$203,000.00
<b>Subtotal Labor</b>	\$34,104.00	\$11,556.00	\$75,660.00	\$122,256.00	\$16,452.00	\$66,460.00	\$10,380.00	\$130,470.00	\$203,000.00	\$41,080.00	\$24,240.00	7278			\$735,656.00
<b>Direct Expenses</b>															
Travel	\$101.70	\$0.00	\$406.80	\$339.00	\$0.00	\$0.00	\$0.00	\$565.00	\$2,825.00	\$0.00	\$0.00			\$4,237.50	
Reproduction/Plottint	\$0.00	\$900.00	\$0.00	\$0.00	\$6,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$7,650.00	
Office Expenses	\$84.30	\$194.00	\$2,233.20	\$905.00	\$198.00	\$40.00	\$120.00	\$965.00	\$175.00	\$420.00	\$760.00			\$6,104.50	
Subcontractors	\$10,000.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00			\$18,350.00	
<b>Subtotal Disbursements</b>	\$10,186.00	\$1,444.00	\$2,640.00	\$1,244.00	\$6,948.00	\$40.00	\$120.00	\$1,530.00	\$11,000.00	\$420.00	\$760.00				\$36,342.00
<b>PROJECT TOTAL</b>	\$44,300.00	\$13,000.00	\$78,300.00	\$123,500.00	\$23,400.00	\$66,500.00	\$10,500.00	\$132,000.00	\$214,000.00	\$41,500.00	\$25,000.00				\$772,000.00
															<b>ESTIMATED COMPENSATION</b>
															\$772,000.00



## ATTACHMENT B

### NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (NYSEFC) STATE REVOLVING FUND (SRF)

#### MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE – EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Contractor and any subcontractor (hereinafter Contractor(s)) will act in accordance with federal and State Minority and Women-owned Business Enterprise – Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, including but not limited to Executive Law 15-A, 5 NYCRR Parts 140-145, and 40 CFR Part 33. The Contractor will be required to provide opportunities for minority and women-owned business participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

#### Additional Terms Required to be included in Contracts and Subcontracts

The Contractor agrees to make documented good faith efforts to utilize **Minority Business Enterprises (MBE) subcontractors for at least 8.8%** of the dollar value of the contract and to utilize **Women Business Enterprises (WBE) subcontractors for at least 8.8%** of the dollar value of the contract. Where the Contractor is a certified MBE or WBE, the dollar value of the Contractor's share of the total contract amount will fully count toward meeting the applicable utilization goal.

The contractor and its subcontractors will undertake or continue existing programs of affirmative action 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, affirmative action will 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.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor will submit an EEO policy statement to the Recipient within the timeframe set by the Recipient.

The contractor's and any subcontractor's EEO policy statement will contain, but not necessarily limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure the minority group members and women are afforded equal employment opportunities without discrimination and will make the document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor will state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability, or marital status.

- (iii) Each contractor and any subcontractor will 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 or subcontractor's obligations herein.

Any contractor or subcontractor will, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii), and (iii) above, and will include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a **staffing plan** of the anticipated work force to be utilized on such contract or, where required, information of the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

Within 10 days after award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a work force utilization report (**utilization plan**), in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

All agreements and bid specifications for contracts and subcontracts for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements will include provisions requiring contractors and subcontractors to make a good faith effort to solicit active participation by enterprises identified as certified businesses, and requiring parties to agree to be bound by the provisions of Section 316 of Article 15-A.

#### **Compliance with Federal Requirements**

The Contractor will comply with all federal laws and regulations, including but not limited to those laws and regulations under which Federal funds were authorized and were provided to the SRF recipient. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under SRF. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532, and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive 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

August 11, 2014

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

FN 20 14-306

## PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

In 2013 Central New York Construction completed a contract for replacing a structure on Pleasant Street in the Town of New Hartford and a final payment application was received on April 2, 2014. Due to project schedule and phasing, C&S Companies provided additional on-site representation and construction management services for this project.

Please consider the enclosed Change Order for an additional payment of \$3,400.00 to C&S Engineers, Inc. for the above mentioned additional services. If acceptable please forward to the Oneida County Board of Legislators for consideration.

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 9/4/14



## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** C&S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212

**Title of Activity or Service:** Construction Management Services

**Proposed Dates of Operation:** N/A

**Client Population/Number to be Served:** N/A

### Summary Statements

#### 1) Narrative Description of Proposed Services:

In 2013 Central New York Construction completed a contract for replacing a structure on Pleasant Street in the Town of New Hartford and a final payment application was received on April 2, 2014. Due to project schedule and phasing, C&S Companies provided additional on-site representation and construction management services for this project.

C&S Companies was required to provide additional services for proposal reviews, force account analysis, and project closeout. Please consider the enclosed Change Order No. 2 for an additional payment of \$3,400.00 to C&S Engineers, Inc. for the above mentioned additional services.

Original Contract Fee: \$133,175.00  
Change Order No. 1: \$27,000.00  
Change Order No. 2: \$3,400.00

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

3) Program Design and Staffing: N/A

**Total Funding Requested:** \$3,400.00                      **Account #:** H-374

**Oneida County Dept. Funding Recommendation:** \$3,400.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$3,400.00 County

**Cost Per Client Served:** N/A  
**Past Performance Data:** N/A  
**O.C. Department Staff Comments:** None

Contract No. H1239088  
Change Order No. 2  
Effective Date April 2, 2014

**CHANGE ORDER**

In accordance with Article 7 of the Consulting Services Agreement (Hourly Rate) dated April 16, 2012 (“Agreement”) between Oneida County (“CLIENT”) and C&S Engineers, Inc. (“CONSULTANT”), this Change Order modifies the Agreement as follows:

**1. Change in Services:**

Review Contractor Final Application for Payment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Change in time of Performance** (attach schedule if appropriate):

Contractor submitted final application for payment on April 2, 2014 for review and approval.

**3. Change in CONSULTANT’s Compensation:**

Original Maximum Contract Value: \$133,175. Revised Maximum Contract Value on June 1, 2013: \$160,175. Revised Contract Value for April 2014: \$163,575.

All other terms and conditions remain unchanged.

**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

**CONSULTANT**

  
\_\_\_\_\_  
Signature

James F. Morrissey, P.E.  
\_\_\_\_\_  
Name (Printed or Typed)

4.18. 2014  
\_\_\_\_\_  
Date



# 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

August 11, 2014

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

FN 20 14-307

## PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

In 2013 Oneida County contracted with C&S Engineers, Inc. (Contract No. H1340799) to prepare plans and specifications for the replacement of Structure C1-18A on Dix Road over Wheeler Creek.

C&S Engineers was required to provide additional services due to unanticipated wetland delineation, reporting, and review time for project submittals.

Please consider the enclosed Change Order No. 1 for an additional payment of \$3,800.00 to C&S Engineers, Inc. for the above mentioned additional services. If acceptable please forward to the Oneida County Board of Legislators for consideration.

Sincerely,

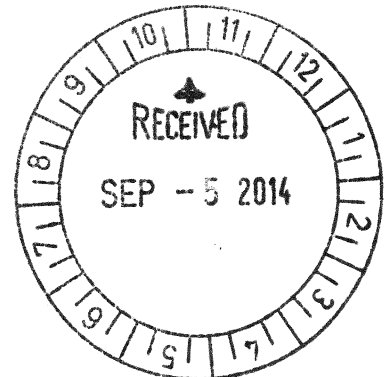
Dennis S. Davis  
Commissioner

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 9/4/14



## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** C&S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** N/A

**Client Population/Number to be Served:** N/A

### Summary Statements

#### 1) Narrative Description of Proposed Services:

In 2013 Oneida County contracted with C&S Engineers, Inc. to prepare plans and specifications for the replacement of Structure C1-41 on Dix Road over Wheeler Creek. C&S Engineers was required to provide additional services due to unanticipated wetland delineation, reporting, and review time for project submittals.

Please consider the enclosed Change Order No. 1 for an additional payment of \$8,700.00 to C&S Engineers, Inc. for the above mentioned additional services.

Original Contract Fee: \$59,000.00  
Change Order No. 1: \$8,700.00

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

3) Program Design and Staffing: N/A

**Total Funding Requested:** \$8,700.00                      **Account #:** H-374

**Oneida County Dept. Funding Recommendation:** \$8,700.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$8,700.00 County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None



Contract No. H1340799  
Change Order No. 1  
Effective Date April 1, 2014

**CHANGE ORDER**

In accordance with Article 1 – General, Section 5 – Additional Services Provided by the Consultant and Exhibit B – Consultant Hourly Rate Schedule of the Consulting Services Agreement dated November 27, 2012 (“Agreement”) between Oneida County (“CLIENT”) and C&S Engineers, Inc. (“CONSULTANT”), this Change Order modifies the Agreement as follows:

**1. Change in Services:**

Construction support for Dix Road and Lee Center Road Structures.  
\_\_\_\_\_  
\_\_\_\_\_

**2. Change in time of Performance** (attach schedule if appropriate):

Contractor is scheduled for construction of Dix Road And Lee Center Road for the Spring of 2014.

**3. Change in CONSULTANT’s Compensation:**

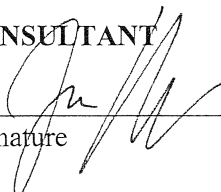
Original Maximum Contract Value: \$59,000. Revised Contract Value for April 2014: \$67,700.

All other terms and conditions remain unchanged.

**CLIENT**

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (Printed or Typed)  
  
\_\_\_\_\_  
Date

**CONSULTANT**

  
\_\_\_\_\_  
Signature  
  
James F. Morrissey, P.E.  
\_\_\_\_\_  
Name (Printed or Typed)  
  
4-18-2014  
\_\_\_\_\_  
Date



# 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

August 11, 2014

FN 20 14 - 308

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

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

In 2013 Oneida County contracted with C&S Engineers, Inc. (Contract No. H1240399) to prepare plans and specifications for the replacement of Structure C1-18A on Doolittle Road over Sauquoit Creek.

C&S Engineers was required to provide additional services due to unanticipated wetland delineation, reporting, and review time for project submittals.

Please consider the enclosed Change Order No. 1 for an additional payment of \$8,700.00 to C&S Engineers, Inc. for the above mentioned additional services. If acceptable please forward to the Oneida County Board of Legislators for consideration.

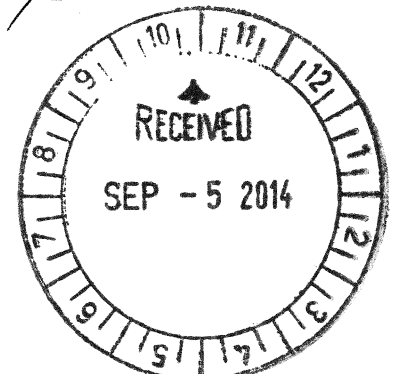
Sincerely,

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 9/4/14



## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** C&S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** N/A

**Client Population/Number to be Served:** N/A

### Summary Statements

#### 1) Narrative Description of Proposed Services:

In 2013 Oneida County contracted with C&S Engineers, Inc. to prepare plans and specifications for the replacement of Structure C1-18A on Doolittle Road over Sauquoit Creek. C&S Engineers was required to provide additional services due to unanticipated wetland delineation, reporting, and review time for project submittals.

Please consider the enclosed Change Order No. 1 for an additional payment of \$3,800.00 to C&S Engineers, Inc. for the above mentioned additional services.

Original Contract Fee: \$98,300.00  
Change Order No. 1: \$3,800.00

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

3) Program Design and Staffing: N/A

**Total Funding Requested:** \$3,800.00                      **Account #:** H-374

**Oneida County Dept. Funding Recommendation:** \$3,800.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$3,800.00 County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

Contract No. H1240399  
Change Order No. 1  
Effective Date April 1, 2014

**CHANGE ORDER**

In accordance with Article 1 – General, Section 5 – Additional Services Provided by the Consultant and Exhibit B – Consultant Hourly Rate Schedule of the Consulting Services Agreement dated November 27, 2012 (“Agreement”) between Oneida County (“CLIENT”) and C&S Engineers, Inc. (“CONSULTANT”), this Change Order modifies the Agreement as follows:

**1. Change in Services:**

Construction support for Doolittle Road structure.  
\_\_\_\_\_  
\_\_\_\_\_

**2. Change in time of Performance** (attach schedule if appropriate):

Contractor is scheduled for construction of Doolittle Road for the Spring of 2014.

**3. Change in CONSULTANT’s Compensation:**

Original Maximum Contract Value: \$98,300. Revised Contract Value for April 2014: \$102,100.

All other terms and conditions remain unchanged.

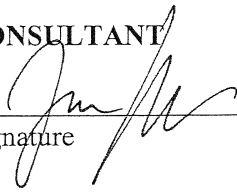
**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

**CONSULTANT**

  
\_\_\_\_\_  
Signature

James F. Morrissey, P.E.  
\_\_\_\_\_  
Name (Printed or Typed)

4.18.2014  
\_\_\_\_\_  
Date



# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

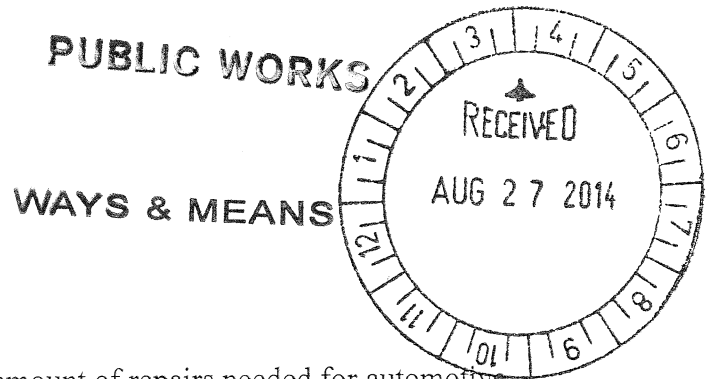
6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6213  
Fax: (315) 768-6299

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

August 22, 2014

FN 20 14-309

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



**RE: 2014 M Fund Transfer**

Dear County Executive Picente,

Due to various reasons and with an increase in the amount of repairs needed for automotive repairs, it has been necessary to send out vehicles to outside repair shops. This has greatly affected the automotive repairs account and a transfer is needed to meet year-end expenses.

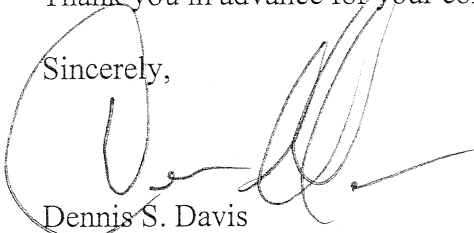
Therefore, I am requesting the following **2014** Transfer:

FROM:	<b>M5130.109 Salaries</b>	<b>\$ 40,000.00</b>
TO:	<b>M5130.452 Automotive Repairs</b>	<b>\$ 40,000.00</b>

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

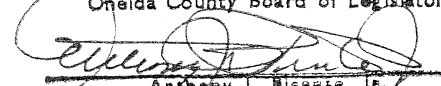
Thank you in advance for your consideration.

Sincerely,

  
Dennis S. Davis  
Commissioner

DSD/mp  
Enclosure(s)

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

  
Anthony J. Picente, Jr.  
County Executive

Date 8/27/14

cc: Joseph Timpano, Comptroller  
Thomas Keeler, Budget Director

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

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

September 5, 2014

FN 20 14-310

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

**PUBLIC WORKS**

Anthony J. Picente, Jr.  
County Executive

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

**WAYS & MEANS**

Date 9/9/14

Dear County Executive Picente:

I am in receipt of a memorandum from Brian N. Scala, Deputy Commissioner of Highways, Bridges and Structures, requesting consideration and approval of the Agreements between the Cities of Rome and Sherrill and the Towns in Oneida County and the County of Oneida for the Control of Snow and Ice on County Roads for the 2014-2016 snow seasons.

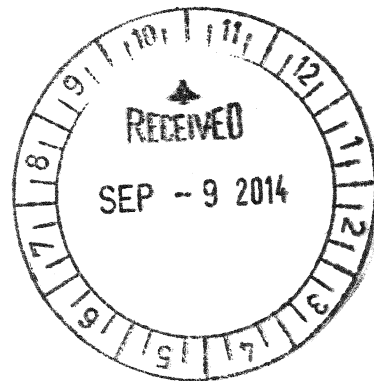
Under the proposed contract, the towns are receiving \$5,800 per mile making the total maximum cost for the 2014/2015 snow season \$3,083,048.00.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval and to the full Board for their consideration.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Thomas Keeler, Budget Director  
Joe Timpano, Comptroller  
File





Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Various Municipalities in Oneida County

**Title of Activity or Service:** Snow & Ice Control on County Roads – Agreement with participating municipalities.

**Proposed Dates of Operation:** To commence November 1, 2014 – April 30, 2016.

**Client Population/Number to be Served:** Oneida County Residents and those who travel on Oneida County Roads.

### Summary Statements

**1) Narrative Description of Proposed Services:** Towns to perform snow & ice control on Oneida County Roads per Agreements.

**2) Program/Service Objectives and Outcomes:**

**3) Program Design and Staffing:**

**Total Funding Requested:** 3,083,048.00      **Account #:** D5142.495

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:** This program is an effort to utilize existing resources to accomplish a common goal. Rate per mile is \$5,800. This is a \$300.00 increase from last snow season. Each participating municipality needs to bring their Agreement before their Board.

## **AGREEMENT FOR THE CONTROL OF SNOW AND ICE ON COUNTY ROADS**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of Annsville, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform snow and ice control on the improved County road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from November 1, 2014 to April 30, 2016.
2. The Town will perform snow and ice control on the improved County road system located within the geographical boundaries of the County as per attached Exhibit "1", (hereinafter the "Roads").
  - a) The Town will keep the entire width of the pavement as reasonably free from snow and ice as weather conditions will allow and shall provide sufficient and suitable equipment, materials and personnel to maintain this condition at all times, starting operations with the beginning of storms and continuing them until the storms cease and the pavements are again as reasonably free from snow and ice as weather conditions will allow. Keeping the pavements reasonably clear of snow and ice will necessarily require keeping the shoulders clear also, to retard the formation of drifts and afford space for the safe plowing from the pavement in a succeeding storm.
  - b) The Town will make every reasonable effort to eliminate slippery conditions on the pavements, and will make every effort to ensure that steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore traction for reasonable and careful use.
  - c) The parties hereby agree that the Roads consist of 17.90 miles of the improved County road system located within the geographical boundaries of County, as set forth in the map attached hereto and made a part hereof as Exhibit "1".
3. The County shall pay the Town the sum of \$5,800.00 per mile for the 2014-2015 snow season, totaling \$103,820.00. The County shall pay one-half of said total amount, or \$51,910.00, on or about February 15, 2015 (1<sup>st</sup> payment covers the months of November, December and month of January). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2015 (2<sup>nd</sup> payment covers the months of February, March and April).

4. The County shall pay the Town the sum of \$5,800.00 per mile for the 2015-2016 snow season, totaling \$103,820.00. The County shall pay one-half of said total amount, or \$51,910.00, on or about February 1, 2016 (1<sup>st</sup> payment covers the months of November, December and January). The County shall pay the balance on the final disappearance of snow and ice, no later than May 1, 2016 (2<sup>nd</sup> payment covers the months of February, March and April).
5. To receive payment for any road from the County, the Town must keep the same open for traffic for its entire length and will not receive any payment if only portions are kept open, except by previous agreement with the County.
6. The Town Superintendent shall make available, on request of the County Deputy Commissioner of Public Works, a daily report of the Town's snow and ice operations on forms to be provided to the Town Superintendent by the County.
7. The County reserves the right to withhold payment under this Agreement and to correct any conditions which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
8. The County shall meet with the Town on or about June 1<sup>st</sup> of each year during the term of this Agreement to discuss possible changes to the Town's obligation regarding any increase in the costs associated with the acquisition of fuel, salt, sand and other necessary materials. Changes to the Town's obligations, if any, will be reduced to writing and signed by the parties hereto.
9. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
10. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of State and Federal Law.
11. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable Federal, State, County and Municipal Laws, Rules, Ordinances and Regulations.
12. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
13. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the Agreement. The Town agrees to have the County named as additional insured on a primary, non-contributory basis with waiver of subrogation to said policies, and to provide the County with certificates from

said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "2".

14. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
15. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or retirement membership credit.
16. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
17. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
18. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
19. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
20. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
21. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.
22. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
23. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

24. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

TOWN OF ANNSVILLE

By: \_\_\_\_\_  
Dennis S. Davis, Commissioner  
Oneida County DPW

By: \_\_\_\_\_  
Supervisor

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente Jr.  
Oneida County Executive

By: \_\_\_\_\_  
Highway Supt.

APPROVED AS TO FORM

By: \_\_\_\_\_  
Oneida County Attorney

Town of Annsville  
 Snow and Ice Control  
 Oneida County Roads

C.R.	ROAD	FROM	TO	MI.
53	Lee Center Taberg Road	State Route 69	Cook Road	1.88
66	Blossvale Road/Main Street	Main Street	Turnaround	2.97
69	McConnellsville Road	Teelan Road	Blossvale Road	0.95
70	Old Route 285	Route 69	Wilson Road West	4.62
67A	Sheehan Road	Coal Hill Rd	Point Rock Road	2.65
67A	Sheehan Road/Empeyville Road	Coal Hill Rd	Turnaround	4.83
				-
				-
		<b>TOTAL</b>		<b>17.90</b>



# Exhibit 2

## Sample of Required Insurance

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDR / TR / ISSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LDC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				Provide Limits As Required by New York State Law

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County listed as additional insured to General, Auto, and Excess Liability policies on a primary, non-contributory basis.

<b>CERTIFICATE HOLDER</b> County of Oneida & Department of Public Works c/o Commissioner of Finance 800 Park Ave., Utica, NY 13501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--



## 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).

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

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

When applicable to the services provided pursuant to the Contract:

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

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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



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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

COUNTY OF ONEIDA

MUNICIPALITY/CONTRACTOR

By: \_\_\_\_\_  
Oneida County Executive

By: \_\_\_\_\_  
Town Supervisor

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney

2014-15, 15-16 ONEIDA COUNTY

TOWNS	CENTER LANE MILES CONTRACTED BY THE MUNICIPALITIES per mile	\$5,800
ANNSVILLE	17.90	\$103,820.00
AUGUSTA	17.68	\$102,544.00
AVA	16.07	\$93,206.00
BOONVILLE	17.99	\$104,342.00
BRIDGEWATER	13.50	\$78,300.00
CAMDEN	25.49	\$147,842.00
DEERFIELD	17.46	\$101,268.00
FLORENCE	8.87	\$51,446.00
FLOYD	30.69	\$178,002.00
FORESTPORT	15.91	\$92,278.00
KIRKLAND	26.43	\$153,294.00
LEE	23.42	\$135,836.00
MARCY	29.66	\$172,028.00
MARSHALL	15.18	\$88,044.00
NEW HARTFORD	20.19	\$117,102.00
PARIS	28.20	\$163,560.00
REMSEN	21.86	\$126,788.00
ROME	15.01	\$87,058.00
SANGERFIELD	15.47	\$89,726.00
Sherrill	0.13	\$754.00
STEUBEN	23.30	\$135,140.00
TRENTON	29.42	\$170,636.00
VIENNA	20.34	\$117,972.00
WESTERN	16.52	\$95,816.00
WESTMORELAND	35.21	\$204,218.00
WHITESTOWN	29.66	\$172,028.00
<b>TOTAL</b>	<b>531.56</b>	<b>\$3,083,048.00</b>



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

September 8, 2014

FN 20 14-311

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear Honorable Members:

I have reviewed the proposed Capital Projects for 2015 and I would like to reduce the amount of Bonding required by approving some of the projects in the current budget year. These Capital Projects are very important and necessary for the County to be able to provide services in the near future as well as try to shore up some of the infrastructure.

I therefore request your Board's approval of the following **2014** supplemental appropriation for the General Fund:

TO:  
AA# A9950.9    Transfer to Capital.....    \$ 630,000.00

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

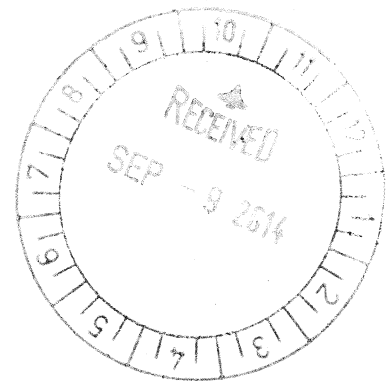
RA# A3001    State Aid – OIN Gaming Revenue Sharing.....    \$ 630,000.00

Thank you for your consideration of this legislation.

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
Budget Director





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

September 8, 2014

EN 20 14-312

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

**PUBLIC WORKS**

**WAYS & MEANS**

Honorable Members:

Your Board passed legislation to do a supplemental appropriation in the current year instead of including the purchase of new snow plows in the Capital Projects for 2015. As a result the amount of bonding was reduced and it also enabled the purchase of three snow plows before the price increase which will also enable the plows to be used in the upcoming plowing season.

I therefore request your Board approval for an amendment to **Capital Project H-478 – Construction/Maintenance/Snow Equipment Phase 4:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Bonding .....	\$ 1,867,500.	\$           00.	\$1,867,500.
Transfer from Genl. Fund	<u>          00.</u>	<u>\$ + 630,000.</u>	<u>\$ 630,000.</u>
<b>TOTAL:.....</b>	<b>\$1,867,500.</b>	<b>\$ +630,000</b>	<b>\$2,497,500.</b>

Respectfully submitted,

Anthony J. Picente, Jr.  
Oneida County Executive



Attach.

- CC: County Attorney
- Comptroller
- Budget Director
- Commissioner of DPW



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

August 29, 2014

FN 20 14 - 313

Board of Legislators  
Oneida County  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

Dear Honorable Members:

In accordance with the terms of the Oneida County Charter, I wish to appear before you on Friday October 3, 2014 at 10:00am to present the proposed Oneida County operating budget and capital project plan for the year 2015.

Respectfully submitted,

Anthony J. Picente Jr.  
Oneida County Executive



**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

September 3, 2014

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

FN 20 14-314  
**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

Re: Amendment to the Oneida County and NYSDOT Contract No. C003792 for the approval of Mass Transportation Capital Project Supplemental Grant Agreement #2

Dear County Executive Picente:

The Federal Transit Administration (FTA) provides funds for operating assistance and capital projects for public transportation systems providing scheduled mass transit services in the non-urbanized and rural areas of the country. The federal funds are distributed on a bi-annual basis through the Section 5311 Urbanized Areas Formula program which is administered by the New York State Department of Transportation (NYSDOT).

Oneida County and NYSDOT entered into a Rural Capital Agreement C003792 for the contract period 4/2/2008 to 4/1/2018. On December 3, 2012, Oneida County Resolution No. 386, F.N 2012-410 was adopted by the Board of Legislators authorizing the filing of the Section 5311 2013-2014 Consolidated Application with NYSDOT for the Rural and Non-Urbanized Transportation Service in Oneida County operated by Birnie Bus Tours (BBT).

Based on BBT's bus replacement schedule and the 2014-18 Transportation Improvement Program (TIP), Oneida County should purchase four (4) Type III 30-ft medium duty mid-size replacement buses with wheelchair lifts for public transportation service in rural areas. This will be Mass Transportation Capital Project Supplemental Grant Agreement #2 of NYSDOT's Contract No. C003792.

The Supplemental Grant Agreement #2 contract amount is for \$342,000, which includes the federal and state share of the replacement bus project for BBT. The remaining local share (\$38,000) will be paid by BBT for a total project cost of \$380,000. This Capital Project will have no cost to Oneida County.

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

Anthony J. Picente, Jr.  
County Executive

b.

Date

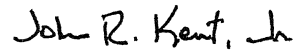
9/2/14



I therefore request your Board's approval of the second supplemental contract between Oneida County and the NYSDOT.

Dana Crisino, HOCTS Program Manager, and I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,



John R. Kent, Jr.  
Commissioner

CC:

Comptroller  
County Attorney  
Budget

**Department**  
Planning

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** NYS Department of Transportation

**Title of Activity or Service:** This agreement is between NYS Department of Transportation (NYSDOT) and Oneida County authorizing original NYSDOT Contract No. C003792 to be amended with the Mass Transportation Capital Project Supplemental Grant Agreement #2 for the project of purchasing four replacement buses for Birnie Bus Tours (BBT) for \$342,000 (the local match will be paid by BBT in the amount of \$38,000).

**Proposed Dates of Operations:** Effective upon approval and signature of County Executive through April 1, 2018.

**Client Population/Number to be Served:** N/A

**SUMMARY STATEMENTS**

**Narrative Description of Proposed Services-**

Through the New York State Department of Transportation (NYSDOT), Oneida County was recently awarded a reimbursement grant via the Federal Transit Administration (FTA). This grant funds capital projects for mass transit services. Administration of the grant will be by the Herkimer-Oneida Counties Transportation Study (HOCTS) staff within the Department of Planning. This Capital Project will have no cost to Oneida County.

The Capital Project will provide BBT with funding to purchase four (4) Type III 30ft medium duty-size buses with wheelchair lifts to replace aging inventory within the Oneida County Rural Transit Program, which provides public transportation service in the rural areas.

- 1) **Program/Service Objectives and Outcomes** N/A
- 2) **Program Design and Staffing Level** N/A

**Total Funding Requested:** None

**Oneida County Funding Recommendation:** N/A

**Proposed Funding Source (Federal \$ /State \$ /County \$):** There are NO COUNTY FUNDS involved.

The total Capital Project cost is \$380,000. The breakdown of the grant allocation represents a funding split equaling 80% Federal (\$304,000), 10% state (\$38,000), and 10% local (\$38,000). A total of \$342,000 will be reimbursed to Oneida County, equal to the Federal share (\$304,000) plus the NYS share (\$38,000). The local share of \$38,000 will be paid by Birnie Bus Tours, Inc. (BBT) as the rural mass transit provider in Oneida County.

**Cost Per Client Served:** N/A

**Past Performance Served:** N/A

**O.C. Department Staff Comments:** NYSDOT and Oneida County entered into a Master Rural Capital Agreement C003792 for the contract period 4/2/2008 to 4/1/2018. On December 3, 2012, Oneida County Resolution No. 386, F.N 2012-410 was adopted by the Board of Legislators authorizing the filing of the Section 5311 2013-2014 Consolidated Application with NYSDOT for the Rural and Non-Urbanized Transportation Service in Oneida County operated by Birnie Bus Tours (BBT).

**MASS TRANSPORTATION CAPITAL PROJECT  
SUPPLEMENTAL GRANT AGREEMENT #2**

COMPTROLLER'S CONTRACT NO. C003792  
Contract Period 5/5/2008 to 5/4/2018

THIS IS A SUPPLEMENTAL GRANT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the State of New York, acting by and through the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and Oneida County(the **Grantee**), with offices Oneida County Executive Office, 800 Park Avenue, Utica, NY 13501-2939 for **capital** project(s) to support the public transportation system, as more fully described in Schedule(s) A hereof (the "Project"). The amount of NYSDOT's grant pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed \$594,000 original plus supplemental and \$342,000 additional (the "**Grant**").

**WITNESSETH:**

**WHEREAS**, State Finance Law §89-c establishes the Dedicated Mass Transportation Trust Fund ("DMTTF") to be administered by NYSDOT, with moneys appropriated thereto to be utilized for the reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

**WHEREAS**, pursuant to appropriation or re-appropriation to the DMTTF, the State Legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

**WHEREAS**, **Grantee's** Project qualifies for funding pursuant to such appropriations and re-appropriations, the programmatic criteria and guidelines therefore, and has been approved by the Commissioner of Transportation for funding in a program of mass transportation capital projects as more specifically described in Schedule(s) A annexed to or supplementing this Agreement,

*Check if State-administered Federal Aid applicable:*

**WHEREAS**, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

**WHEREAS**, the State has appropriated or reappropriated federal aid monies for the Project(s)

*Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable :*

**WHEREAS**, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

**WHEREAS**, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

**WHEREAS**, the Sponsor attests that the Project has a useful service life of 10 years;

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows: Schedule A of the aforementioned Mass Transportation Capital Project Grant Agreement is hereby amended to include, in addition:

- the funding and those projects contained in Schedule "A" attached to and made part of this supplemental Grant Agreement; and
- Appendix 2-S – Iran Divestment Act attached to and made part of this supplemental Grant Agreement.

Except as amended herein the Mass Transit Capital Project Grant Agreement, Contract No. **C003792** between the parties hereto shall remain in full force and effect.

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

<b>GRANTEE:</b>  By: _____ Title: _____  Print Name: _____  Date: _____	<b>NYSDOT:</b>  By: _____ <b>For Commissioner of Transportation</b> Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.  Date: _____
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<b>APPROVED AS TO FORM:</b>  State of New York Attorney General  By: _____  Date: _____	<b>APPROVED:</b>  Comptroller  By: _____  Date: _____ Pursuant to State Finance Law §112.
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**CONTRACT: C003792**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the above instrument; and that he/she executed the above instrument pursuant to authority vested in him/her.

\_\_\_\_\_  
Notary Public

# PROJECT AGREEMENT

## SCHEDULE A Dated

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Oneida County

**Comptroller's Contract #:** C003792    **Contract period:** 5/5/2008 to 5/4/2018

**AGREEMENT PURPOSE:**     Main Agreement     Supplemental Schedule 2     Administrative Correction

**GENERAL PROJECT DESCRIPTION**

Section 5311 Capital - 2008

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Oneida County

PIN	Project	Award ID:	Rev:	Estimated Project Cost	Federal Share	Admin/ Direct	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life	
2794.08.306	2013-14 Purchase Replacement <30' Buses and related eq	NY-18-2014-00	1	\$380,000	\$304,000	Admin	80	\$38,000	10	\$38,000	10	Omnibus	12/2014	5 yrs	
<b>Agreement Total:</b>												\$380,000	\$304,000	\$38,000	\$38,000

\* With NYS DOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share