



# 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

Philip M. Sacco  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION March 11, 2020

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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2020-130	Public Works, Ways & Means	
2020-131	Public Works, Ways & Means	
2020-132	Public Works, Ways & Means	
2020-133	Public Safety, Ways & Means	
2020-134	Public Safety, Ways & Means	
2020-135	Public Safety, Ways & Means	
2020-136	Public Safety, Ways & Means	
2020-137	Public Safety, Ways & Means	
2020-138	Public Safety, Ways & Means	
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2020-146	Health & Human Services, Ways & Means	
2020-147	Health & Human Services, Ways & Means	
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2020-149	Government Operations, Ways & Means	
2020-150	Health & Human Services, Ways & Means	
2020-151	Read & Filed	

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

ANTHONY J. PICENTE, JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

January 23, 2020

FN 20 20-129

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Enclosed is Amendment No. 2 to an agreement with Bonacci Architects for professional consulting services required to complete various facility improvement projects.

In 2017, Oneida County Contracted with Bonacci Architects to prepare plans and specifications for various facility improvement projects. The scope of work included replacement of exterior doors at the main entrance to the Utica Courthouse and structural concrete repair at Union Station. Removal of exterior siding at the Utica Courthouse revealed severe deterioration of structural steel members due to water infiltration. In addition, preliminary demolition at Union Station revealed severe deterioration of structural steel members due to age and environmental exposure. Additional consulting services are required to prepare plans and specifications for repair of deteriorated structural steel members.

On January 15, 2020, the Oneida County Board of Acquisition and Contract approved Amendment No. 2 to the aforementioned agreement for the services described above. Amendment No. 2 includes additional compensation in the amount of \$4,300.00 and the revised total fee would be \$120,100.00.

Please consider Amendment No. 2 and if acceptable, forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 2-21-20

Oneida County Department: Public Works

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor:	Bonacci Architects, PLLC 110 Fulton Avenue Utica, NY 13501
Title of Activity of Service:	2017 Facility Improvements Professional Consulting Services
Proposed Dates of Operation:	Start on Execution – 12/31/2019
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is Amendment No. 2 to an agreement with Bonacci Architects for professional consulting services required to complete various facility improvement projects.

In 2017, Oneida County Contracted with Bonacci Architects to prepare plans and specifications for various facility improvement projects. The scope of work included replacement of exterior doors at the main entrance to the Utica Courthouse and structural concrete repair at Union Station. Removal of exterior siding at the Utica Courthouse revealed severe deterioration of structural steel members due to water infiltration. In addition, preliminary demolition at Union Station revealed severe deterioration of structural steel members due to age and environmental exposure. Additional consulting services are required to prepare plans and specifications for repair of deteriorated structural steel members. Amendment No. 2 includes additional compensation in the amount of \$4,300.00 and the revised total fee would be \$120,100.00.

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

3) Program Design and Staffing: N/A

4)Funding

	Account #:	H-473
	Total Funding Requested:	\$120,100.00
Oneida County Dept.	Funding Recommendation:	\$120,100.00
Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$120,100.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
2017 Facility Improvements

**AGREEMENT INFORMATION:**  
Date: April 12, 2017

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: January 15, 2019

**OWNER:** *(name and address)*  
Oneida County  
800 Park Avenue  
Utica, New York 13501

**ARCHITECT:** *(name and address)*  
Bonacci Architects, PLLC  
110 Fulton Street  
Utica, New York 13501

The Owner and Architect amend the Agreement as follows:

The Architect shall provide additional consulting services related to design and preparation of drawings for repairs to structural steel at the Utica Courthouse and structural steel at Union Station.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
Additional lump sum fee of \$4,300.00.

Schedule Adjustment:  
None.

### SIGNATURES:

Bonacci Architects, PLLC  
**ARCHITECT** *(Firm name)*

*David J. Bonacci*

**SIGNATURE**

David J. Bonacci  
AIA

**PRINTED NAME AND TITLE**

*02.13.20*  
**DATE**

Oneida County

**OWNER** *(Firm name)*

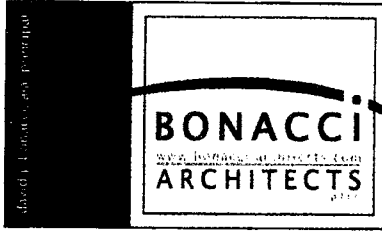
**SIGNATURE**

Anthony J. Picente, Jr.  
County Executive

**PRINTED NAME AND TITLE**

**DATE**





January 9, 2020

Mr. Mark Laramie  
Oneida County DPW  
5999 Judd Road  
Oriskany, New York 13424

Re: 2017 Facilities Improvements  
BA 17016.01 / OC Contract H1747399

Dear Mark:

We respectfully submit the following request for an amendment to our contract for an additional fee of \$4,300.00 for services related to:

1. The deteriorated studs found in exterior wall at the Oneida County Courthouse
  - a. Architectural services including JD drawings with revisions and feedback from Owner; proposal to the contractor; (2) additional site visits. \$1000.00
  - b. Structural engineering services related to design and preparation of drawings for the stud repairs. \$1,040.00
2. The deteriorated beams in the Union Station Boiler Room
  - a. Structural Engineering services related to design and additional site meeting. \$1,160.00
  - b. Architectural services for additional meeting; coordination with Owner and Engineer; processing contract. \$1000.00
3. Paint testing at Union Station Boiler Room
  - a. Engineering services for lead based paint samples and letter. \$100.

We trust you find everything satisfactory; if you have any questions, please don't hesitate to contact me.

Yours truly,

David J. Bonacci, AIA  
Principal

c: DJB  
LAF/contract file

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

---

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038  
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605  
e-mail: studio@bonacci-architects.com



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

ANTHONY J. PICENTE, JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

January 31, 2020

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

FN 28 20-130  
**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Reconstruction of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport was added to the State Transportation Improvement Plan. The project is currently eligible for \$844,000.00 in Federal aid may qualify for additional aid thru the New York State Marcheselli program.

This bridge is owned and maintained by the Town of Forestport. Oneida County agreed to serve as project sponsor and the Town of Forestport agreed to fund 100% of all project expenses not reimbursed by Federal or State aid.

Oneida County contracted with Barton & Loguidice, D.P.C. to prepare plans and specifications for this project. During the preliminary design phase it was determined that the only feasible detour route for closure of Horton Road would include the Kincaid Road Bridge over Woodhull Creek, which is posted for 15 tons. In order to use this bridge as a detour, the Kincaid Road Bridge required repairs to eliminate the load posting. Determining the repair scheme, designing the repairs and producing details to be included in the project were not included in the original scope of services. Additional work items include the following.

- Consideration of alternatives (rehabilitation vs. superstructure replacement).
- Site visit to determine existing conditions and determine potential environmental impacts (lead, asbestos, endangered species impacts).
- Load rating of existing Kincaid Road structure.
- Design and detailing of rehabilitation of Kincaid Road structure.

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

Anthony J. Picente, Jr.  
County Executive

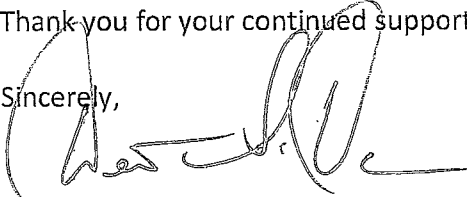
Date 2-21-20

The Oneida County Department of Public Works negotiated Change Order No. 2 for the aforementioned services and on November 20, 2019 the Oneida County Board of Acquisition and Contract approved said Change Order for additional compensation in an amount not to exceed \$11,800.00. Revised maximum amount payable would be \$362,800.00.

Please consider the enclosed Change Order No. 2 to the contract with Barton & Loguidice and if acceptable, forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis", written over a circular stamp or seal.

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:**

Barton & Loguidice, D.P.C.  
443 Electronics Parkway  
Liverpool, NY 13088

**Title of Activity or Service:**

Professional Consulting Services for  
Reconstruction of Horton Road Bridge  
over Big Woodhull Creek, Forestport

**Proposed Dates of Operation:**

Start on Execution - 09/30/2021

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

N/A

**Summary Statements**

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

This bridge is owned and maintained by the Town of Forestport. Oneida County agreed to serve as project sponsor. Oneida County contracted with Barton & Loguidice to prepare plans and specifications for this project. During the preliminary design phase it was determined that the only feasible detour route for closure of Horton Road would include the Kincaid Road Bridge over Woodhull Creek, which is posted for 15 tons. In order to use this bridge as a detour, the Kincaid Road Bridge required repairs to eliminate the load posting. Determining the repair scheme, designing the repairs and producing details to be included in the project were not included in the original scope of services. Changer Order 2 provides additional compensation in an amount not to exceed \$11,800.00. Revised maximum amount payable would be \$362,800.00.

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

**3) Program Design and Staffing: N/A**

**4) Funding**

<b>Account #:</b>	H-569
<b>Total Funding Requested:</b>	\$362,800.00
<b>Oneida County Dept. Funding Recommendation:</b>	\$362,800.00

**Proposed Funding Sources**

<b>Federal:</b>	\$290,240.00
<b>New York State:</b>	\$0.00
<b>Town of Forestport:</b>	\$72,560.00
<b>Oneida County:</b>	\$0.00

**Past Performance Data:** N/A

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

Contract No. 56388  
Project No. 2754.43  
Change Order No. 2  
Effective Date November 20, 2019

**CHANGE ORDER**

This Change Order modifies the Engineering Services Agreement entered into the 16th day of July, 2018, between Oneida County ("COUNTY"), the Town of Forestport ("TOWN") and Barton & Loguidice, D.P.C. ("CONSULTANT") as follows:


1. **Change in Services:** Provide additional services identified in Attachment A, Attachment B, and Attachment C, attached hereto.
2. **Change in time of Performance** (attach schedule if appropriate): No Change.
3. **Change in CONSULTANT's Compensation:** Additional compensation in an amount not to exceed \$11,800.00. Revised maximum amount payable shall be \$362,800.00.

All other terms and conditions, not inconsistent hereto, remain unchanged.

**COUNTY**

**TOWN**

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

\_\_\_\_\_  
  
Harold E. Entwistle, III  
Town Supervisor

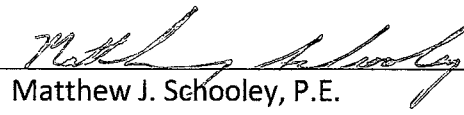
Date \_\_\_\_\_

Date 2/13/20

Approved

**CONSULTANT**

\_\_\_\_\_  
Linda Bylica Lark  
Assistant County Attorney

\_\_\_\_\_  
  
Matthew J. Schooley, P.E.  
Principal

Date 2/5/2020

**ATTACHMENT A**

***Project Description and Funding***

*Attachment A*  
Architectural/ Engineering Consultant Agreement  
Project Description and Funding

PIN: 2754.43

Main Agreement     Amendment to Agreement [add identifying #]

Supplement to Agreement No. 2

***Phase of Project Consultant to work on:***

P.E./Design     ROW Incidentals     ROW Acquisition     Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: December 17, 2019

Finish Date: December 31, 2020

***PROJECT DESCRIPTION:***

**Replacement of the Horton Road over Big Woodhull Creek Bridge  
(BIN 2205730)**

***Project Location:***

**Oneida County**

Consultant Work Type(s): See Attachment B for more detailed Task List.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

Original MAP:	\$ 164,000
Supplemental Agreement #1:	\$ 187,000
Supplemental Agreement #2:	\$ <u>11,800</u>
Revised Maximum Amount Payable:	\$ 362,800

Footnotes:

***ATTACHMENT B***

***Scope of Services***





## EXECUTIVE SUMMARY

### SCOPE OF SERVICES

During the preliminary design phase it was determined that the only feasible detour route for Horton Road would include the Kincaid Road Bridge over Woodhull Creek, which is posted for 15 tons. In order to use this bridge as a detour, the Kincaid Road Bridge required repairs to eliminate the load posting. Determining the repair scheme, designing the repairs and producing details to be included in the Contract Documents were not included in the original scope of services for the Horton Road project. Additional items of work include:

- Consideration of alternatives (rehabilitation vs. superstructure replacement).
- Site visit to determine existing conditions and determine potential environmental impacts (lead, asbestos, endangered species impacts).
- Load rating of existing Kincaid Road structure.
- Design and detailing of rehabilitation of Kincaid Road structure.

B&L is requesting County consideration be given to a supplemental agreement to increase the design fee by \$11,800 to cover these additional design costs.



## STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Horton Road over Big Woodhull Creek Bridge Replacement

PIN 2754.43

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Senior GIS Analyst	Engineering Aide	Senior Group Technical Assistant	TOTAL	
4		<b>ENVIRONMENTAL</b>																		
	4.01	NEPA Classification. Complete NEPA Checklist.																		0
	4.02	SEQRA Type II Verification & Documentation																		0
	4.03	<b>Screenings:</b>																		
		Endangered Species Inquiry												1						1
		Ground Water Investigation: desk-top survey; provide write-up																		0
		Surface Water Classification: NYSDEC classification, avoidance measures, 401 requirements																		0
		US Army COE Permit Requirements: 404																		0
		Identification of Drainage Basins: Erosion and sediment control requirements. SPDES check. File Notice of Intent																		0
		MOU Review:																		0
		Review of State-Regulated Wetlands Maps: site visit for Federal wetlands																		0
		Floodplain Evaluation: acquire FEMA maps and studies; determine need for full evaluation																		0
		Coastal Zone Management:																		0
		Wild, Scenic & Recreational River																		0
		Historic Resources: SHPO inquiry letter																		0
		Parks: Determine need for 4(f) or 6(f)																		0
		Hazardous Waste: desk-top survey, site visit, prepare form for DAD												1						1
		Asbestos: desk-top survey (record drawings), site visit, prepare form for DAD												1						1
		Noise:																		0
		Air Quality:																		0
		Energy:																		0
		Farmlands:																		0
		Visual Impacts:																		0
	4.05A	General Ecology and Endangered Species																		0
	4.05B	Ground Water Investigation																		0
	4.05C	Surface Water																		0
	4.05D	State Wetlands																		0
	4.05E	Federal Wetlands																		0
	4.05F	Floodplains																		0
	4.05G	Coastal Zone Management: (Not Applicable)																		0
	4.05H	Historic Resources																		0
	4.05I	Parks - Section 4(f) and Section 6(f)																		0
	4.05J	Hazardous Waste																		0
	4.05K	Asbestos																		0
	4.05L	Noise																		0
	4.05M	Air Quality:																		0
	4.05N	Energy:																		0
	4.05O	Farmlands:																		0
	4.05P	Invasive Species																		0
	4.05Q	Visual Impacts:																		0
	4.05R	Critical Environmental Areas																		0
	4.05S	Smart Growth																		0
	4.05T	Environmental Justice																		0
	4.06	Permits. Complete Joint Application for Permit.																		0
		<b>TOTALS for Section 4</b>												3						3

## STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Horton Road over Big Woodhull Creek Bridge Replacement

PIN 2754.43

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Senior GIS Analyst	Engineering Aide	Senior Group Technical Assistant	TOTAL	
5		<b>RIGHT OF WAY</b>																		
	5.01	Deed search.																		0
	5.02	ROW Survey.																		0
	5.03	ROW Mapping.																		0
	5.04	ROW Plan.																		0
	5.05	ROW Estimate.																		0
	5.06	Property Appraisals.																		0
	5.07	Appraisal Review.																		0
	5.08	Negotiations and Acquisition of Property.																		0
		<b>TOTALS for Section 5</b>																		0
6		<b>DETAILED DESIGN</b>																		
	6.01	Preliminary Bridge Plan																		0
		Structure Justification Report																		0
		Resolution & Response to Comments																		0
	6.02	Advance Detail Plan Submittal: 2 Sets of the following:																		0
		Title:																		0
		Typical Sections:																		0
		M&PT:																		0
		Construction Sign Text Data																		0
		Temporary Traffic Signal Plans & Details:																		0
		Maintenance Jurisdiction Table																		0
		Miscellaneous Tables & Details																		0
		Plans:																		0
		Profiles:																		0
		Landscaping & Grading																		0
		Sign Text Data:																		0
		Intersection Plan:																		0
		Erosion & Sediment Control Plan																		0
		Bridge Plan																		0
		General Notes																		0
		Temporary Detour Structure Plan	2		16					46		8		16						88
		Existing Structure Removal Details																		0
		Excavation & Backfill																		0
		Abutment Plan, Elevation & Reinforcement																		0
		Pier Plan, Elevation & Reinforcement																		0
		Abutment Plan, Elevation & Reinforcement																		0
		Miscellaneous Substructure																		0
		Superstructure Plan & Sections																		0
		Framing Plan & Beam Details																		0
		Deck Reinforcement Plan & Details																		0
		Haunch, Camber & Moment Tables																		0
		Miscellaneous Superstructure Details																		0
		Approach Slab Details																		0
		Bearing Replacement Details																		0
		Joint System Plan & Sections																		0
		Railing Layout																		0
		Railing Details																		0
		Structural Slab (Optional Forming System)																		0
		Bar Bending Diagrams & Lists																		0
		Total ADP	0	2	16					46		8		16						88
		Templated Cross Sections: 25 ft intervals = 9 cross sections @ 3 per sheet @ 1":10' scale = 3		3																0
	6.04	Contract Documents. 2 Copies to the County for Review																		0
	6.05	Cost Estimating:																		
		Initial Estimate:																		0
		Updates (Each): 1																		0
		Totals Estimating:																		0
	6.06	Utilities. Coordination with utility company.																		0
	6.08	Bridge Inventory & Level 2 Load Rating																		0
	6.09	Information Transfer. Submit original Contract Documents and Drawings to the County.																		0
		<b>TOTALS for Section 6</b>	2		16					46		8		16						88



**ATTACHMENT C**

***Staffing Rates, Hours, Reimbursables, and Fee***

BARTON & LOGUIDICE, D.P.C.  
PIN 2754.43  
Horton Road over Big Woodhull Creek Bridge Replacement

CONTENTS

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Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

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Exhibit A, Page 1  
Salary Schedule

BARTON & LOGUIDICE, D.P.C.  
PIN 2754.43

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM
		2019	2019	HOURLY RATES
Principal	X (A)	\$ 110.00	\$ 110.00	\$ 110.00
Senior Vice President	IX (A)	\$ 92.30	\$ 92.30	\$ 99.20
Vice President	IX (A)	\$ 71.90	\$ 71.90	\$ 77.00
Associate	VIII (A)	\$ 60.90	\$ 60.90	\$ 65.50
Associate Vice President	VIII (A)	\$ 49.50	\$ 49.50	\$ 49.50
Senior Environmental Consultant	VII (A)	\$ 55.00	\$ 55.00	\$ 56.00
Senior Managing Engineer	VII (A)	\$ 54.01	\$ 54.01	\$ 60.00
Senior Managing Environmental Scientist	VII (A)	\$ 59.80	\$ 59.80	\$ 59.80
Senior Managing Hydrogeologist	VII (A)	\$ 54.00	\$ 54.00	\$ 54.00
Senior Managing Hydrogeologist Consultant	VII (A)	\$ 59.00	\$ 59.00	\$ 59.00
Senior Project Manager	VII (A)	\$ 57.33	\$ 57.33	\$ 60.00
Senior Managing Landscape Architect	VII (A)	\$ 50.00	\$ 50.00	\$ 50.00
Senior Project Landscape Architect	V (A)	\$ 36.30	\$ 36.30	\$ 36.30
Project Manager	VI (A)	\$ 47.25	\$ 47.25	\$ 53.50
Managing Engineer	VI (A)	\$ 46.88	\$ 46.88	\$ 54.00
Managing Landscape Architect	VI (A)	\$ 42.25	\$ 42.25	\$ 45.00
Managing Hydrogeologist	VI (A)	\$ 44.00	\$ 44.00	\$ 44.00
Construction Manager	VI (A)	\$ 42.00	\$ 42.00	\$ 42.00
Consultant	VI (A)	\$ 50.00	\$ 50.00	\$ 50.00
Senior Water Quality Scientist	V (A)	\$ 41.10	\$ 41.10	\$ 50.00
Senior Land Use Planner	V (A)	\$ 47.00	\$ 47.00	\$ 49.00
Project Consultant	V (A)	\$ 40.00	\$ 40.00	\$ 40.00
Senior Project Engineer	V (A)	\$ 36.64	\$ 36.64	\$ 42.90
Senior Project Hydrogeologist	V (A)	\$ 42.50	\$ 42.50	\$ 42.50
Managing Environmental Scientist	V (A)	\$ 42.08	\$ 42.08	\$ 43.15
Managing Industrial Hygienist	V (A)	\$ 40.75	\$ 40.75	\$ 41.50
Senior Engineer	V (A)	\$ 35.83	\$ 35.83	\$ 38.30
Senior Project Environmental Scientist	V (A)	\$ 37.40	\$ 37.40	\$ 37.40
Project Engineer	IV (A)	\$ 34.13	\$ 34.13	\$ 38.60
Project Architect	IV (A)	\$ 34.10	\$ 34.10	\$ 34.10
Project Environmental Scientist	IV (A)	\$ 31.13	\$ 31.13	\$ 33.50
Engineer III	III (A)	\$ 30.00	\$ 30.00	\$ 32.50
Project Landscape Architect	III (A)	\$ 27.80	\$ 27.80	\$ 27.80
Environmental Scientist III	III (A)	\$ 25.65	\$ 25.65	\$ 25.65
Land Use Planner III	III (A)	\$ 26.20	\$ 26.20	\$ 26.20
Industrial Hygienist III	III (A)	\$ 26.68	\$ 26.68	\$ 27.50
Assistant Landscape Architect II	II (A)	\$ 24.20	\$ 24.20	\$ 24.20
Engineering Designer I	II (A)	\$ 36.75	\$ 36.75	\$ 37.50
Industrial Hygienist I	II (A)	\$ 23.60	\$ 23.60	\$ 23.60
Intern Architect II	II (A)	\$ 26.00	\$ 26.00	\$ 26.00
Engineer II	II (A)	\$ 28.17	\$ 28.17	\$ 28.50
Hydrogeologist II	II (A)	\$ 22.18	\$ 22.18	\$ 23.35
Engineer I	I (A)	\$ 26.64	\$ 26.64	\$ 28.50
Environmental Scientist II	I (A)	\$ 19.73	\$ 19.73	\$ 19.80
Resident Engineer	IV (N)	\$ 43.58	\$ 43.58	\$ 55.00
Principal Engineering Technician	IV (N)	\$ 34.15	\$ 34.15	\$ 35.80
Engineering Technician	IV (N)	\$ 32.23	\$ 32.23	\$ 35.00
Senior Engineering Technician	IV (N)	\$ 31.70	\$ 31.70	\$ 31.70
Senior Designer	IV (N)	\$ 26.50	\$ 26.50	\$ 26.50
Senior GIS Analyst	III (N)	\$ 34.50	\$ 34.50	\$ 34.50
Senior Inspector	III (N)	\$ 32.70	\$ 32.70	\$ 41.00
Designer	II (N)	\$ 24.50	\$ 24.50	\$ 24.50
CAD Technician	II (N)	\$ 22.20	\$ 22.20	\$ 22.20
Assistant Landscape Architect I	II (N)	\$ 20.70	\$ 20.70	\$ 20.70
Land Use Planner I	II (N)	\$ 20.40	\$ 20.40	\$ 20.40
Industrial Hygienist I	II (N)	\$ 17.70	\$ 17.70	\$ 17.70
Field Technician	I (N)	\$ 17.40	\$ 17.40	\$ 18.00
Engineering Aide	I (N)	\$ 29.30	\$ 29.30	\$ 30.00
Project Administrator	N/A	\$ 25.35	\$ 25.35	\$ 26.75
Senior Group Technical Assistant	N/A	\$ 21.35	\$ 21.35	\$ 25.00
Group Technical Assistant / Technical	N/A	\$ 17.50	\$ 17.50	\$ 18.20
Intern	N/A	\$ 13.50	\$ 13.50	\$ 15.00

NOTES:

OVERTIME POLICY

- Category A - No overtime compensation
- Category B - Overtime compensated at straight time rate
- Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week



Exhibit A, Page 2  
Staffing Table

BARTON & LOGUIDICE, D.P.C.  
PIN 2754.43

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	X						2			2	\$110.00	\$220.00
Senior Managing Engineer	VII									0	\$54.01	0.00
Managing Engineer	VI	0.5		2		16				19	\$46.88	867.28
Construction Manager	VI									0	\$42.00	0.00
Senior Project Engineer	V									0	\$38.64	0.00
Project Environmental Scientist	IV									0	\$31.13	0.00
Project Manager	VI									0	\$47.25	0.00
Engineer III	III		4			46				54	\$30.00	1,620.00
Engineer II	II		0							0	\$28.17	0.00
Engineer I	I								8	8	\$26.64	213.12
Environmental Scientist III	III		4							4	\$25.65	102.60
Principal Engineering Technician	IV				3		16			19	\$34.15	648.85
Engineering Technician	IV									0	\$32.23	0.00
Senior GIS Analyst	III									0	\$34.50	0.00
Engineering Aide	I									0	\$29.30	0.00
Senior Group Technical Assistant	N/A									0	\$21.36	0.00
<b>TOTAL</b>		8.5	0	6	3	0	88	0	0	105.5		\$3,671.85

Exhibit B, Page 1  
 Estimate of Direct Non-Salary Cost

-----  
 BARTON & LOGUIDICE, D.P.C.  
 PIN 2754.43

1. Travel, Lodging and Subsistence

Trips to Site/Town	trips	1	miles per	70	miles/trip	70		
Miscellaneous						<u>0</u>		
			Total Mileage			70	@	\$0.54 \$37.45

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$37

2. Reproduction, Drawings & Report

			Sheets	Set	
Design Report					
Pre-Draft thru Final		0.10	200	0	\$0.00
Brochure/Handout		0.10	2	0	0.00
Miscellaneous		0.05	2000	0	0.00
Plans/Cross-Sections		0.10	20	0	0.00
Prints		0.20	20	0	<u>0.00</u>

TOTAL DRAWING, REPORT, REPRODUCTION \$0

3. Environmental Screenings/Reports \$705

4. Mail, Postage & Shipping \$0

5. Bid Advertisement \$0

6. Subcontractor for Borings (Estimated) \$0

7. Subcontractor for Survey \$0

8. Subcontractor for ROW \$0

Direct Non-Salary Cost	\$742
Direct Non-Salary Cost (Subconsultants)	\$0

TOTAL DIRECT NON - SALARY COST \$742

Exhibit C  
Summary

-----  
BARTON & LOGUIDICE, D.P.C.  
PIN 2754.43

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$3,672
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$742
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (estimated) subject to audit (@ 175% Office Rate)	\$6,426
Item IV, Fixed Fee (negotiated)	\$1,000
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
<hr/>	
TOTAL ESTIMATED CONSULTANT COST SUPPLEMENT NO. 2	\$11,800



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

ANTHONY J. PICENTE, JR.  
 County Executive

DENNIS S. DAVIS  
 Commissioner

January 28, 2020

FN 20 - 131

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Reconstruction of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport was added to the State Transportation Improvement Plan. The project is currently eligible for \$844,000.00 in Federal aid may qualify for additional aid thru the New York State Marcheselli program.

This bridge is owned and maintained by the Town of Forestport. Oneida County agreed to serve as project sponsor and the Town of Forestport agreed to fund 100% of all project expenses not reimbursed by Federal or State aid.

Oneida County contracted with Barton & Loguidice to prepare plans and specifications for this project. Development of plans and specifications is complete and construction phase services must be secured. Construction phase services include on-site project representation, construction inspection, and construction contract administration.

The Oneida County Department of Public Works negotiated Change Order No. 1 for the aforementioned services and on November 20, 2019 the Oneida County Board of Acquisition and Contract approved said Changer Order for an additional compensation in an amount not to exceed \$187,000.00. Revised maximum amount payable would be \$351,000.00.

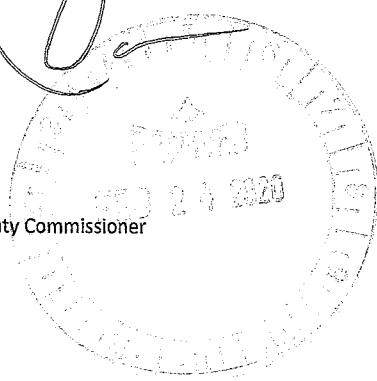
Please consider the enclosed Change Order No. 1 to the contract with Barton & Loguidice and if acceptable, forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
 Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.  
 County Executive

Date 2-21-20

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:**

Barton & Loguidice, D.P.C.  
443 Electronics Parkway  
Liverpool, NY 13088

**Title of Activity or Service:**

Professional Consulting Services for  
Reconstruction of the Horton Road Bridge over  
Big Woodhull Creek, Forestport

**Proposed Dates of Operation:**

Start on Execution - 09/30/2021

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

N/A

**Summary Statements**

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

Oneida County contracted with Barton & Loguidice to prepare plans and specifications for reconstruction of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport, which is owned and maintained by the Town of Forestport. Change Order No. 1 adds construction phase services including on-site project representation, construction inspection, and construction contract administration and increases compensation in an amount not to exceed \$187,000.00. Revised maximum amount payable would be \$351,000.00.

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

**3) Program Design and Staffing: N/A**

**4) Funding**

<b>Account #:</b>	H-569
<b>Total Funding Requested:</b>	\$351,000.00
<b>Oneida County Dept. Funding Recommendation:</b>	\$351,000.00

**Proposed Funding Sources**

<b>Federal:</b>	\$280,800.00
<b>New York State:</b>	\$0.00
<b>Town of Forestport:</b>	\$70,200.00
<b>Oneida County:</b>	\$0.00

**Past Performance Data: N/A**

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

Contract No. 56388  
Project No. 2754.43  
Change Order No. 1  
Effective Date November 20, 2019

**CHANGE ORDER**

This Change Order modifies the Engineering Services Agreement entered into the 16th day of July, 2018, between Oneida County ("COUNTY"), the Town of Forestport ("TOWN") and Barton & Loguidice, D.P.C. ("CONSULTANT") as follows:


1. **Change in Services:** Provide construction phase services identified in Attachment A, Attachment B, and Attachment C, attached hereto.
2. **Change in time of Performance** (attach schedule if appropriate): No Change.
3. **Change in CONSULTANT's Compensation:** Additional compensation in an amount not to exceed \$187,000.00. Revised maximum amount payable shall be \$351,000.00.

All other terms and conditions, not inconsistent hereto, remain unchanged.

**COUNTY**

**TOWN**

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

  
\_\_\_\_\_  
Harold E. Entwistle, III  
Town Supervisor

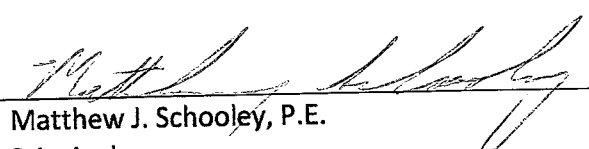
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date 2/13/20

Approved

**CONSULTANT**

\_\_\_\_\_  
Linda Bylica Lark  
Assistant County Attorney

  
\_\_\_\_\_  
Matthew J. Schooley, P.E.  
Principal

\_\_\_\_\_  
Date 1/30/2020

***ATTACHMENT A***

***Project Description and Funding***

**Attachment A**  
**Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**

PIN: 2754.43

Main Agreement     Amendment to Agreement [add identifying #]

Supplement to Agreement No. 1

***Phase of Project Consultant to work on:***

P.E./Design     ROW Incidentals     ROW Acquisition     Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: December 17, 2019

Finish Date: December 31, 2020

***PROJECT DESCRIPTION:***

**Replacement of the Horton Road over Big Woodhull Creek Bridge  
(BIN 2205730)**

***Project Location:***

**Oneida County**

Consultant Work Type(s): See Attachment B for more detailed Task List.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

<b>Original MAP:</b>	<b>\$ 164,000</b>
<b>Supplemental Agreement #1:</b>	<b><u>\$ 187,000</u></b>
<b>Revised Maximum Amount Payable:</b>	<b>\$ 351,000</b>

**Footnotes:**



**ATTACHMENT B**  
***Scope of Services***

## **Section 8 - Construction Support**

### **8.01 Construction Support**

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

## **Section 9 - Construction Inspection**

### **9.01 Equipment**

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

### **9.02 Inspection**

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

### **9.03 Municipal Project Manager**

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

### **9.04 Ethics**

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

### **9.05 Health and Safety Requirements**

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

### **9.06 Staff Qualifications and Training**

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

### **9.07 Scope of Services/Performance Requirements**

#### **A. Quality**

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

**B. Record Keeping & Payments to the Contractor**

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYS DOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
  - 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a **Professional Engineer (P.E.)** licensed and registered to practice in New York State must be signed by the **P.E.**
  - 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when acceptable, approve all structural shop drawings.
  - 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.
- **Health & Safety/Maintenance and Protection of Traffic**
    1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
    2. The **Consultant** is responsible for monitoring the **Contractor's** and **Subcontractor's** efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

**C. Monitoring Equal Opportunity/Labor Requirements**

The **Consultant** must assign to one individual the responsibility of monitoring the **Contractor's** adherence to Equal Opportunity and Labor requirements contained in the contract. The **Consultant**, when monitoring the **Contractor's** Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies.

**ATTACHMENT C**

***Staffing Rates, Hours, Reimbursables, and Fee***

Attachment C, Page 1  
Salary Schedule

Barton & Loguidice, D.P.C.  
Horton Road over Big Woodhull Creek  
PIN 2754.43

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE HOURLY RATES			MAXIMUM HOURLY RATES			OVERTIME CATEGORY
			PRESENT 2019	PROJ'D 2020	PROJ'D 2021	PRESENT 2019	PROJ'D 2020	PROJ'D 2021	
Principal	IX	(A)	\$ 76.50	\$78.80	\$81.16	\$ 76.50	\$78.80	\$81.16	A
Senior Vice President	IX	(A)	\$ 76.50	\$78.80	\$81.16	\$ 76.50	\$78.80	\$81.16	A
Vice President	IX	(A)	\$ 76.50	\$78.80	\$81.16	\$ 76.50	\$78.80	\$81.16	A
Associate	VIII	(A)	\$ 63.38	\$65.28	\$67.24	\$ 69.00	\$71.07	\$73.20	A
Associate Vice President	VIII	(A)	\$ 49.50	\$50.99	\$52.51	\$ 49.50	\$50.99	\$52.51	A
Senior Environmental Consultant	VII	(A)	\$ 60.00	\$61.80	\$63.65	\$ 60.00	\$61.80	\$63.65	B
Senior Managing Engineer	VII	(A)	\$ 58.87	\$60.64	\$62.46	\$ 63.70	\$65.61	\$67.58	B
Senior Managing Hydrogeologist	VII	(A)	\$ 58.50	\$60.26	\$62.06	\$ 58.50	\$60.26	\$62.06	B
Senior Managing Industrial Hygienist	VII	(A)	\$ 46.90	\$48.31	\$49.76	\$ 46.90	\$48.31	\$49.76	B
Senior Managing Landscape Architect	VII	(A)	\$ 62.50	\$64.38	\$66.31	\$ 72.00	\$74.16	\$76.38	B
Senior Project Manager	VII	(A)	\$ 60.92	\$62.75	\$64.63	\$ 63.75	\$65.66	\$67.63	B
Project Manager	VI	(A)	\$ 46.25	\$47.64	\$49.07	\$ 49.50	\$50.99	\$52.51	B
Managing Engineer	VI	(A)	\$ 50.18	\$51.69	\$53.24	\$ 53.00	\$54.59	\$56.23	B
Managing Landscape Architect	VI	(A)	\$ 49.08	\$50.55	\$52.07	\$ 56.75	\$58.45	\$60.21	B
Managing Land Use Planner	VI	(A)	\$ 47.50	\$48.93	\$50.39	\$ 47.50	\$48.93	\$50.39	B
Managing Hydrogeologist	VI	(A)	\$ 48.00	\$49.44	\$50.92	\$ 48.00	\$49.44	\$50.92	B
Construction Manager	VI	(A)	\$ 46.00	\$47.38	\$48.80	\$ 46.00	\$47.38	\$48.80	B
Senior Water Quality Scientist	V	(A)	\$ 47.50	\$48.93	\$50.39	\$ 47.50	\$48.93	\$50.39	B
Senior Projects Engineer	V	(A)	\$ 45.43	\$46.79	\$48.20	\$ 50.00	\$51.50	\$53.05	B
Senior Project Hydrogeologist	V	(A)	\$ 50.75	\$52.27	\$53.84	\$ 56.00	\$57.68	\$59.41	B
Senior Project Engineer	V	(A)	\$ 43.46	\$44.76	\$46.11	\$ 52.00	\$53.56	\$55.17	B
Senior Project Landscape Architect	V	(A)	\$ 38.00	\$39.14	\$40.31	\$ 38.00	\$39.14	\$40.31	B
Managing Environmental Scientist	V	(A)	\$ 45.75	\$47.12	\$48.54	\$ 48.00	\$49.44	\$50.92	B
Senior Engineer	V	(A)	\$ 37.18	\$38.30	\$39.44	\$ 39.90	\$41.10	\$42.33	B
Senior Environmental Scientist	V	(A)	\$ 28.50	\$29.36	\$30.24	\$ 28.50	\$29.36	\$30.24	B
Project Engineer	IV	(A)	\$ 37.20	\$38.32	\$39.47	\$ 39.00	\$40.17	\$41.38	B
Project Environmental Scientist	IV	(A)	\$ 31.70	\$32.65	\$33.63	\$ 31.70	\$32.65	\$33.63	B
Intern Architect III	III	(A)	\$ 28.50	\$29.36	\$30.24	\$ 28.50	\$29.36	\$30.24	B
Engineer III	III	(A)	\$ 31.82	\$32.77	\$33.76	\$ 33.00	\$33.99	\$35.01	B
Project Landscape Architect	III	(A)	\$ 31.00	\$31.93	\$32.89	\$ 31.00	\$31.93	\$32.89	B
Project Land Use Planner	III	(A)	\$ 30.00	\$30.90	\$31.83	\$ 30.00	\$30.90	\$31.83	B
Environmental Scientist III	III	(A)	\$ 23.50	\$24.21	\$24.93	\$ 24.00	\$24.72	\$25.46	B
Industrial Hygienist III	III	(A)	\$ 29.30	\$30.18	\$31.08	\$ 29.30	\$30.18	\$31.08	B
Assistant Landscape Architect II	II	(A)	\$ 25.50	\$26.27	\$27.05	\$ 25.50	\$26.27	\$27.05	B
Engineering Designer I	II	(A)	\$ 38.20	\$39.35	\$40.53	\$ 39.60	\$40.79	\$42.01	B
Industrial Hygienist II	II	(A)	\$ 20.00	\$20.60	\$21.22	\$ 20.00	\$20.60	\$21.22	B
Engineer II	II	(A)	\$ 30.61	\$31.53	\$32.47	\$ 33.50	\$34.51	\$35.54	B
Land Use Planner II	II	(A)	\$ 25.00	\$25.75	\$26.52	\$ 25.00	\$25.75	\$26.52	B
Hydrogeologist II	II	(A)	\$ 23.00	\$23.69	\$24.40	\$ 23.00	\$23.69	\$24.40	B
Engineer I	I	(A)	\$ 29.13	\$30.00	\$30.90	\$ 31.00	\$31.93	\$32.89	B
Environmental Scientist II	I	(A)	\$ 21.60	\$22.25	\$22.92	\$ 21.60	\$22.25	\$22.92	B
Environmental Scientist I	I	(A)	\$ 20.00	\$20.60	\$21.22	\$ 20.00	\$20.60	\$21.22	B
Resident Engineer	IV	(N)	\$ 42.00	\$43.26	\$44.56	\$ 57.65	\$59.38	\$61.16	B
Principal Engineering Technician	IV	(N)	\$ 37.68	\$38.81	\$39.97	\$ 39.50	\$40.69	\$41.91	B
Engineering Technician	IV	(N)	\$ 31.50	\$32.45	\$33.42	\$ 31.50	\$32.45	\$33.42	B
Senior Inspector	III	(N)	\$ 38.00	\$39.14	\$40.31	\$ 44.20	\$45.53	\$46.89	B
CAD Technician	II	(N)	\$ 22.70	\$23.38	\$24.08	\$ 22.70	\$23.38	\$24.08	B
Field Technician	I	(N)	\$ 18.85	\$19.42	\$20.00	\$ 18.85	\$19.42	\$20.00	B
Engineering Aide	I	(N)	\$ 30.15	\$31.05	\$31.99	\$ 30.15	\$31.05	\$31.99	B
Contract Administrator	N/A		\$ 28.10	\$28.94	\$29.81	\$ 29.10	\$29.97	\$30.87	B
Senior Group Technical Assistant	N/A		\$ 22.50	\$23.18	\$23.87	\$ 24.50	\$25.24	\$25.99	B
Group Technical Assistant	N/A		\$ 16.25	\$16.74	\$17.24	\$ 19.25	\$19.83	\$20.42	C
Intern	N/A		\$ 15.00	\$15.45	\$15.91	\$ 15.00	\$15.45	\$15.91	C

Attachment C Page 2

Beiron & Louden, P.C.  
 1400 R. F. Wall  
 4474 89 Woodhill Creek  
 PM 2754.43

ASCE (A) NCEET (N) GRADE	Jan 19		Feb 19		Mar 19		Apr 19		May 19		June 19		July 19		Aug 19		Sept 19		Oct 19		Nov 19		Dec 19		Total			
	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT	Reg.	OT
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**Attachment C, Page 4**  
**Estimate of Direct Non-Salary Cost**

**Horton Road over Big Woodhull Creek**  
**PIN 2754.43**

1. Travel, Lodging and Subsistence

Trips to	trips	miles per					
Site/County	12	120	miles/trip	1440			
Miscellaneous				<u>0</u>			
		Total Mileage		1440	@	\$0.585	\$842.40

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$842

2. Reproduction, Drawings & Report

	<u>each</u>	<u>sheets/set</u>	<u>sets</u>	<u>extension</u>
DESIGN PHASES V - VI:				
Daily Work Reports	0.10	1	200	\$ 20.00
Miscellaneous	0.10	1	200	\$ 20.00

TOTAL DRAWING, REPORT, REPRODUCTION \$40

3. Mail, Postage, Shipping, & Misc. \$50

4. Misc.

Appia Licenses 1 each x 1 year @\$1,800	1 @	1800	\$1,800
QC.QA Field Compaction/Concrete Testings (Estimated Subcontractor Cost)			\$12,000
Steel QA			\$40,000

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**TOTAL DIRECT NON - SALARY COST \$54,732**

Attachment C, Page 5  
Summary

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Barton & Loguidice, D.P.C.  
Horton Road over Big Woodhull Creek  
PIN 2754.43

	<u>TOTAL CA/C</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$7,785 \$42,654
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$2,163
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$54,700
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (estimated) subject to audit (Office @175%; Field @ 122%)	\$13,622.91 \$52,038.32
Item IV, Fixed Fee (negotiated)	\$13,900
Item II Direct Non-Salary Cost (estimated) subject to audit	
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$186,863</b>
<b>MAXIMUM AMOUNT PAYABLE</b>	<b>\$187,000</b>



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

ANTHONY J. PICENTE, JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

February 15, 2020

FN 20 20-132

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

**PUBLIC WORKS**

WAYS & MEANS

Dear County Executive Picente,

The Enclosed contract is for engineering services needed for a project involving three bridges.

Proposals were solicited from qualified consulting firms to prepare plans and specifications for the following projects:

- Rehabilitation of BIN 3311140, Hamilton Avenue over Oneida Creek, Vernon
- Replacement of BIN 3310480, West Leyden Road over Moose Creek, Boonville
- Replacement of Structure C8-74, Floyd-Steuben road over Dry Creek, Floyd

On February 5, 2020, the Oneida County Board of Acquisition and Contract awarded the enclosed contract to Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC, with a not-to-exceed fee in the amount of \$64,900.00. The term begins upon issuance of a Notice to Proceed and ends no later than December 31, 2021.

If acceptable, please forward the enclosed contract to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 3-6-20

Oneida Co. Department: Public Works

Competing Proposal	<u>  X  </u>
Only Respondent	<u>      </u>
Sole Source RFP	<u>      </u>
Other	<u>      </u>

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:** Delta Engineers, Architects, Land Surveyors, &  
Landscape Architects, DPC  
860 Hooper Road  
Endwell, New York, 13760

**Title of Activity or Service:** Professional Consulting Services for  
Three Bridges

**Proposed Dates of Operation:** Start on Execution - 12/31/2021

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

### Summary Statements

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

Enclosed contract is for engineering services needed to prepare plans and specifications for the following projects:

- Rehabilitation of BIN 3311140, Hamilton Avenue over Oneida Creek, Vernon
- Replacement of BIN 3310480, West Leyden Road over Moose Creek, Boonville
- Replacement of Structure C8-74, Floyd-Steuben road over Dry Creek, Floyd

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

#### 3) Funding

<b>Account #:</b>	H-498
<b>Total Funding Requested:</b>	\$64,900.00
<b>Oneida County Dept. Funding Recommendation:</b>	\$64,900.00

<b>Proposed Funding Sources</b>	<b>Federal:</b>	\$0.00
	<b>New York State:</b>	\$0.00
	<b>Oneida County:</b>	\$64,900.00

**Past Performance Data:** N/A

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

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_ 2020, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY 13501, and DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC, (hereinafter called "Consultant"), a domestic business corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York, 13760 (each a "Party" and collectively the "Parties").

### WITNESSETH:

WHEREAS, County requires consulting services to assist in preparing detailed plans and specifications for rehabilitation of three bridges:

Rehabilitation of BIN 3311140, Hamilton Avenue over Oneida Creek, Vernon  
Replacement of BIN 3310480, West Leyden Road over Moose Creek, Boonville  
Replacement of Structure C8-74, Floyd-Steuben road over Dry Creek, Floyd

all owned by County; and

WHEREAS, Consultant has submitted a proposal to provide such plans and specifications, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment B** (hereinafter "the Services").

### 1. **TERM**

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate upon the earlier of completion of the Services or December 31, 2021.

### 2. **NOTICE TO PROCEED**

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

### **3. COMPENSATION**

**3.1.** Consultant will be paid a Not-To-Exceed fee of **Sixty-Four Thousand Nine Hundred dollars and Zero cents (\$64,900.00)**, for all services identified in **Attachment B**. Payment shall be made on a basis of Services completed and in accordance with **Attachment C**.

**3.2.** In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

**3.3.** County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

**3.4.** Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

**3.5.** It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

### **4. EXECUTORY OR NON-APPROPRIATION CLAUSE**

**4.1.** The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In

such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

## **5. SCOPE OF SERVICES**

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

## **6. PERFORMANCE OF SERVICES**

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations

impose specific requirements on performance of the same.

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

6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

## **7. NON-ASSIGNMENT**

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

## **8. SUBCONTRACTS**

8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. County shall be provided a copy of any and all agreement(s) between Consultant and any subconsultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits. Consultant shall be solely responsible and shall remain liable for the performance



of the Services.

## **9. CHANGE IN SERVICES**

9.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

## **10. PROJECT MANAGERS**

10.1. County designates the Deputy Commissioner, Division of Engineering, as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates ~~Matthew Patterson~~ *Tamer Osman, PE Jan 3-2-2020* as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for County.

## **11. NOTICES**

11.1. Any notice to County may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

## **12. INDEPENDENT CONTRACTOR STATUS**

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its subconsultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall

not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

### **13. ASSUMPTION OF RISK**

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or

otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County, or its officers, agents or employees.

#### **14. INSURANCE REQUIREMENTS**

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

14.2. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as additional insureds on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim.

14.7. Waiver of Subrogation: Consultant waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.8. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## **15. REQUIRED PROVISIONS OF LAW**

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

**16. BREACH**

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and

pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

## **17. TERMINATION**

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

## **18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

18.1. Original and generated computer diskettes, drawings and specification manuscripts

are to remain the property of County whether or not the project is completed. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

**19. ADDENDUM**

19.1. Consultant shall comply with **Attachment A**, the Addendum - Standard Oneida County Conditions.

**20. NON WAIVER**

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

**21. CHOICE OF LAW/FORUM**

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

**22. ORDER OF PRECEDENCE**

22.1. In case of conflicts between the provisions of this Agreement and the attachments, or between the attachments, the following order of precedence shall control:

22.1.1. **Attachment A**

22.1.2. This Agreement

22.1.3. **Attachment B**

22.1.4. **Attachment C**

**23. SUCCESSORS AND ASSIGNS**

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

**24. SEVERABILITY**

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

**25. ENTIRE AGREEMENT**

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

**26. COUNTERPARTS**

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

**27. INCORPORATION BY REFERENCE**

27.1. The following attachments, attached hereto, are deemed incorporated into this Agreement, whether or not actually attached:

27.1.1. **Attachment A** – Addendum - Standard Oneida County Conditions, consisting of 15 pages.

27.1.2. **Attachment B** – Scope of Services, consisting of 4 pages.

27.1.3. **Attachment C** – Proposal, consisting of 11 pages.

**28. AUTHORITY TO ACT/SIGN**

28.1. Consultant's signatory hereby represents and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

**29. ADVICE OF COUNSEL**



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


IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

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

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

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, &  
LANDSCAPE ARCHITECTS, D.P.C.

  
\_\_\_\_\_  
Joseph J., Mieczkowski, P.E.  
Director of Transportation Services

Date: 3-2-2020

Approved:

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

Linda B. Lark, Assistant County Attorney

**ATTACHMENT A**

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. . As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  - i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
  - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    - i. The Contractor will or will continue to provide a drug-free workplace by:
      - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
      - B. Establishing an ongoing drug-free awareness program to inform employees about:

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

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

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

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

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

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

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

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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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;



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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

#### 17. AUDIT

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

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

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Updated: 11/8/2018



Attachment B  
Scope of Services

**1. Project Description**

**1.1.** The following bridges or structures will be rehabilitated or replaced as noted herein.

**1.1.1.** BIN 3311140, Hamilton Avenue over Oneida Creek, Town of Vernon.

**1.1.1.1.** The existing bridge is a 68 ft. single span, adjacent prestressed beam bridge with a reinforced, cast in place concrete deck supported on cast in place concrete abutments.

**1.1.1.2.** Rehabilitation will include removal of a portion or all of the reinforced concrete deck, miscellaneous wing wall and prestressed beam repairs and replacement of the existing bridge rail.

**1.1.2.** BIN 3310480, West Leyden Road over Moose Creek, Town of Boonville.

**1.1.2.1.** The existing bridge is a 29 ft. single span, multigirder bridge with an open grate steel deck, supported on cast in place concrete abutments, which are founded on ledge rock.

**1.1.2.2.** The roadway currently narrows over the bridge and the stream channel is restricted through the existing opening.

**1.1.2.3.** The new bridge will be widened to match the approach roadway section. The bridge will be lengthened to improve stream hydraulics and to facilitate construction, via constructing the new abutments behind the existing abutments.

**1.1.3.** Structure C8-74, Floyd-Steuben Road over Dry Creek, Town of Floyd.

**1.1.3.1.** The existing structure is a 14 ft. span x 7.83 ft. rise corrugated metal pipe arch. There is approximately 4 ft. of fill from the top of the pipe to the road surface.

**1.1.3.2.** A hydraulic analysis will be required and it is anticipated that the new structure may be upgraded to a bridge (over 20 ft. span) thus requiring support upon bedrock or suitable deep pile system.

**2. Scope of Services**

**2.1.** Consultant shall design a complete project suited to the location, along with appropriate approaches, if required. The Consultant will be responsible for designing the most cost effective, and functional system.

**2.2.** The Consultant shall be required to prepare plans and bid specifications for the projects, as described in Section 1, Project Description, and as directed by the County.

**2.3.** Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

**2.4.** Work shall include preparation of plans and bid specifications for all related work as well as all field surveys, and tests necessary for a complete project design. Two soil borings to determine soil bearing capacity shall be required for each replacement bridge or structure.

**2.5.** Without exception, the Consultant shall be responsible for preparing and securing all permits in association with the construction of this project. The County shall pay all permit fees.

**2.6.** Consultant shall be responsible for securing and preparing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.

**2.7.** Plans and specifications shall be ready for bid no later than 120 days after execution of an Engineering Services Agreement.

**2.8.** Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

**2.8.1.** NYSDOT:

**2.8.1.1.** HS-25 Live Load Rating

**2.8.1.2.** The Environmental Manual

**2.8.1.3.** Standard Specifications for Construction and Materials

**2.8.1.4.** Highway Design Manual - Volume 1, 2 and 3

**2.8.1.5.** Manual of Uniform Traffic Control Devices

**2.8.1.6.** Policy on Geometrics of Structures

**2.8.1.7.** Standard Specifications for Highway Bridges

**2.8.1.8.** Standard Details for Highway Bridges

**2.8.1.9.** Engineering Instructions / Bulletins

**2.8.2.** AASHTO:

**2.8.2.1.** Standard Specifications for Highway Bridges

**2.8.2.2.** Policy on Geometric Design of Highways and Streets

**2.8.3.** Any other applicable NYSDOT or AASHTO guideline.

**2.9.** Generate formal minutes for all meetings. Minutes shall be distributed to the County and all other parties involved.

**2.10.** Consultant Services shall be divided into the following sequential phases:

**2.10.1.** Implementation

**2.10.1.1.** Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope.

**2.10.1.2.** Inspect site and review existing data available for project development.

**2.10.1.3.** Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.

**2.10.2.** Design Development

**2.10.2.1.** Verify design alternative selected by the County.

**2.10.2.2.** Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

**2.10.2.3.** Review and incorporate comments and revisions into design.

**2.10.2.4.** Provide a detailed statement of probable construction cost.

**2.10.3.** Comments, Revisions and Final Review

**2.10.3.1.** Submit drawings and specifications for approval to all agencies concerned, including, but not limited to, County and governing New York State permitting agencies.

**2.10.3.2.** Review and incorporate comments and revisions into design.

**2.10.3.3.** Provide a detailed statement of probable construction cost.

**2.10.3.4.** Provide all information generated during design development. Include, as a minimum, all hand calculations and computer program outputs (hydraulic analysis, etc.), subsurface information, bearing capacity analysis, and ASCII survey coordinate file.

**2.10.4.** Bid Documents

**2.10.4.1.** Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

**2.10.4.2.** Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

**2.10.4.3.** Provide PDF files containing entire bid document (plans and specifications), for each Project.

**2.10.5.** Public Bidding

**2.10.5.1.** The County shall reproduce and distribute all construction documents.

**2.10.5.2.** Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

**2.10.5.3.** Review bids submitted by contractors and forward recommendation to the County.

**2.10.6.** Construction Phase

**2.10.6.1.** All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Seven Thousand Five Hundred Dollars (\$7,500.00), for each project. This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

**2.10.7.** "Record" Drawings

**2.10.7.1.** Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

**2.10.7.2.** Revise original drawings and specifications to accurately depict the "as-built" condition of the Project.

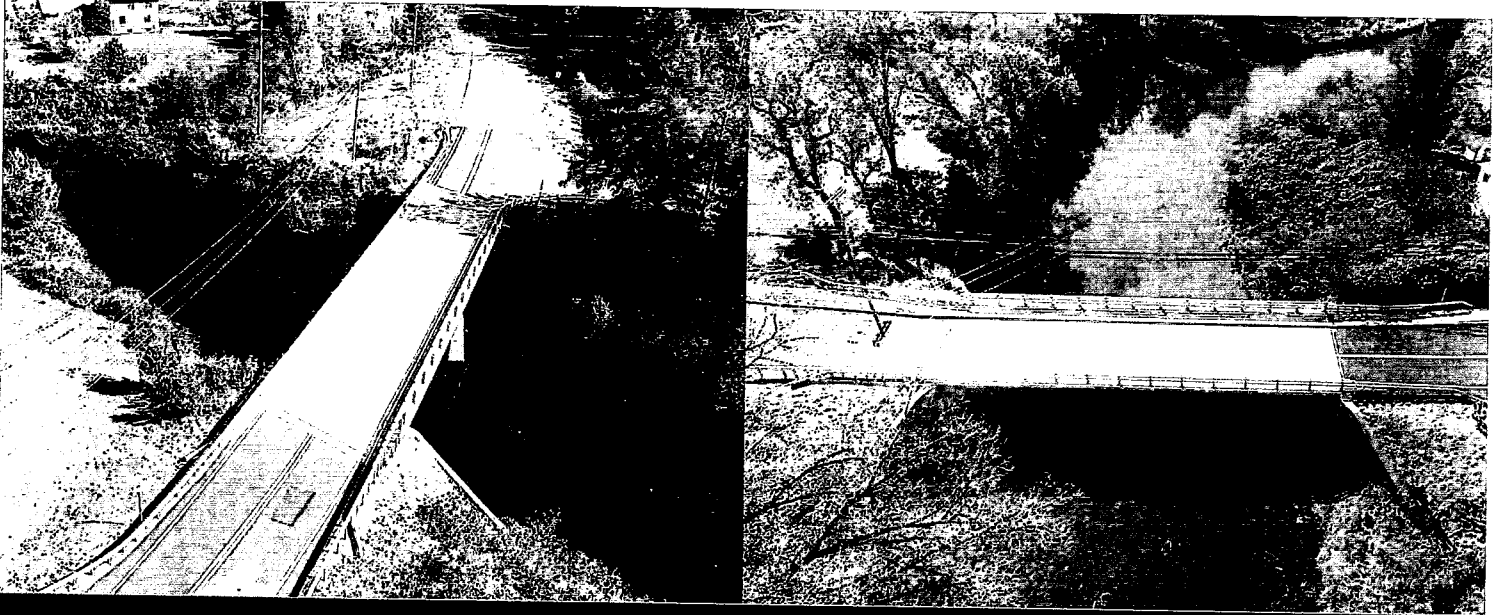
**2.10.7.3.** Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

**3. Payment for Services**

**3.1.** Consultant shall invoice County monthly for services rendered.

**3.2.** Payment shall be based on established hourly billing rates.

**3.3.** Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.



## **ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS**

*REHABILITATION OF BIN 3311140, HAMILTON AVENUE OVER ONEIDA CREEK, VERNON  
REPLACEMENT OF BIN 3310480, WEST LEYDEN ROAD OVER MOOSE CREEK, BOONVILLE  
REPLACEMENT OF STRUCTURE C8-74, FLOYD-STEUBEN ROAD OVER DRY CREEK, FLOYD*

*JANUARY 29, 2020*

*AN ISO 9001:2015 CERTIFIED COMPANY*

## TABLE OF CONTENTS

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### Submittal Requirements

- Cover Page
- List of Subconsultants
- Appendix A, B, C, D, and F
- Rate Schedule



AN ISO 9001:2015 CERTIFIED COMPANY

Mr. Mark E. Laramie, PE  
Deputy Commissioner  
Oneida County Department of  
Public Works  
5999 Judd Road  
Oriskany, New York 13424

**Re: Oneida County  
Department of  
Public Works**

**Rehabilitation of BIN  
3311140, Hamilton Avenue  
over Oneida Creek, Town of  
Vernon**

**Replacement of BIN  
3310480, West Leyden  
Road over Moose Creek,  
Town of Boonville**

**Replacement of Structure  
C8-74, Floyd-Steuben Road  
over Dry Creek, Town of  
Floyd**

JANUARY 29, 2020

Dear Mr. Laramie,

Thank you for the opportunity to present our qualifications in response to the Oneida County RFP for Engineering Designs Services for the following:

**Rehabilitation of BIN 3311140, Hamilton Avenue Over Oneida Creek, Town of Vernon**

**Replacement of BIN 3310480, West Leyden Road Over Moose Creek, Town of Boonville**

**Replacement of Structure C8-74, Floyd-Steuben Road Over Dry Creek, Town of Floyd**

Per the requirements outlined in the RFP document, we have submitted our proposal via email in pdf format.

**Delta Engineers, Architects, & Land Surveyors, DPC (Delta)** has earned a strong reputation for providing high quality and cost-effective transportation design, inspection, and construction support services for bridge, highway, traffic, and pedestrian enhancement projects with public and private sector clients since 1990. Our total staff includes 35 licensed engineers, architects, and land surveyors, as well as a support staff of 115 other engineers, architects, surveyors, technicians, industrial hygienists, and administrative staff who provide time and cost-efficient services. Our Transportation Group staff numbers 20, including six PEs, one CPESC, one EIT, and eight seasonal construction inspectors. Our corporate office is located in Endwell, NY, and we also have office locations in Vernon, NY and Syracuse, NY in close proximity to the project sites. In addition to those three locations, we have offices in Schenectady, NY and Chevy Chase, MD.

The **Delta** team is familiar with this type of project and has recently completed similar assignments with Oneida County including Woodhull Road over Woodhull Creek, Utica Street over Oriskany Creek, Dwyer Road over Stoney Creek, and Williams Street over Sconondoa Creek.

Our Project Manager for this project will be Mr. Tamer Osman, PE. Mr. Osman is well-known to Oneida County and well suited for this assignment because of his professional knowledge and experience with similar bridge replacement/rehabilitation projects.

The following submittal documents are included per Item 11 of the RFP:

- List of Proposed Subconsultants
- Appendix A - Non-Collusion Certification
- Appendix B – Iran Divestment Act - Certification
- Appendix C – Recycling and Solid Waste Management Certification For for Oneida County Contracts
- Appendix D – Statement on Sexual Harassment in Accordance with New York State Law
- Appendix F – Proposals Form
- Schedule A - Delta Billable Rates

If you have any questions or require any additional information, please contact Tamer Osman, PE at 607-231-6669.

Respectfully,

**DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC**

Aaron P. Falkenmeyer, PE  
Vernon Group Director

## LIST OF PROPOSED SUBCONSULTANTS

Based on the scope of work required, we do not plan on utilizing any subconsultants for this project. If DBE or M/WBE involvement becomes a part of the scope, we will utilize subconsultants to meet the project requirements.



## APPENDIX A

### Appendix A Non Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons

therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

**Submitted By**

Delta Engineers, Architects, & Land Surveyors, DPC  
(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: *Joseph J. Mieczkowski*

Date: January 29, 2020

**(SIGN AND RETURN WITH PROPOSAL)**

## APPENDIX B

### Appendix B Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

**Submitted By**

Delta Engineers, Architects, & Land Surveyors, DPC  
(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: *Joseph J. Mieczkowski*

Date: January 29, 2020

**(SIGN AND RETURN WITH PROPOSAL)**

## APPENDIX C

### Appendix C

#### Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

#### REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) 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 wastes and recyclables generated within the Authority's service area by performance of this contract by 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.

#### CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

#### Submitted By

Delta Engineers, Architects, & Land Surveyors, DPC  
(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: Joseph J. Mieczkowski

Date: January 29, 2020

**(SIGN AND RETURN WITH PROPOSAL)**

**APPENDIX D**

**Appendix D**

**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

**Submitted By**

Delta Engineers, Architects, & Land Surveyors, DPC  
(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: *Joseph J. Mieczkowski*

Date: January 29, 2020

**(SIGN AND RETURN WITH PROPOSAL)**

**APPENDIX F**

**Appendix F  
Proposals Form**

Please be sure to include \$7,500.00 contingency fund, for each project (as described in section 3.10.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

1. Rehabilitation of BIN 3311140, Hamilton Avenue over Oneida Creek, Town of Vernon.

\$13,000

Total Price Written in Numbers

Thirteen thousand dollars.

Total Price Written in Words

2. Replacement of BIN 3310480, West Leyden Road over Moose Creek, Town of Boonville.

\$25,450

Total Price Written in Numbers

Twenty-five thousand and four hundred and fifty dollars.

Total Price Written in Words

3. Replacement of Structure C8-74, Floyd – Steuben Road over Dry Creek, Town of Floyd.

\$26,450

Total Price Written in Numbers

Twenty-six thousand and four hundred and fifty dollars.

Total Price Written in Words

By signing below I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Delta Engineers, Architects, & Land Surveyors, DPC

Legal Name of Persons, Firm or Corporation

860 Hooper Road, Endwell, NY 13760

Address

Joseph J. Mieczkowski

Signature

Joseph J. Mieczkowski, PE, Director of Transportation Services

Name and Title

January 29, 2020

Date

## SCHEDULE A - DELTA BILLABLE RATES

### 2020 RATE SCHEDULE

Effective Thru: 12/31/20



Project Name: **Engineering Services for Various Bridge/Structure Projects, BIN 3311140; BIN 3310480; STRUCTURE C8-74**

Client Name: **Oneida County Department of Public Works**

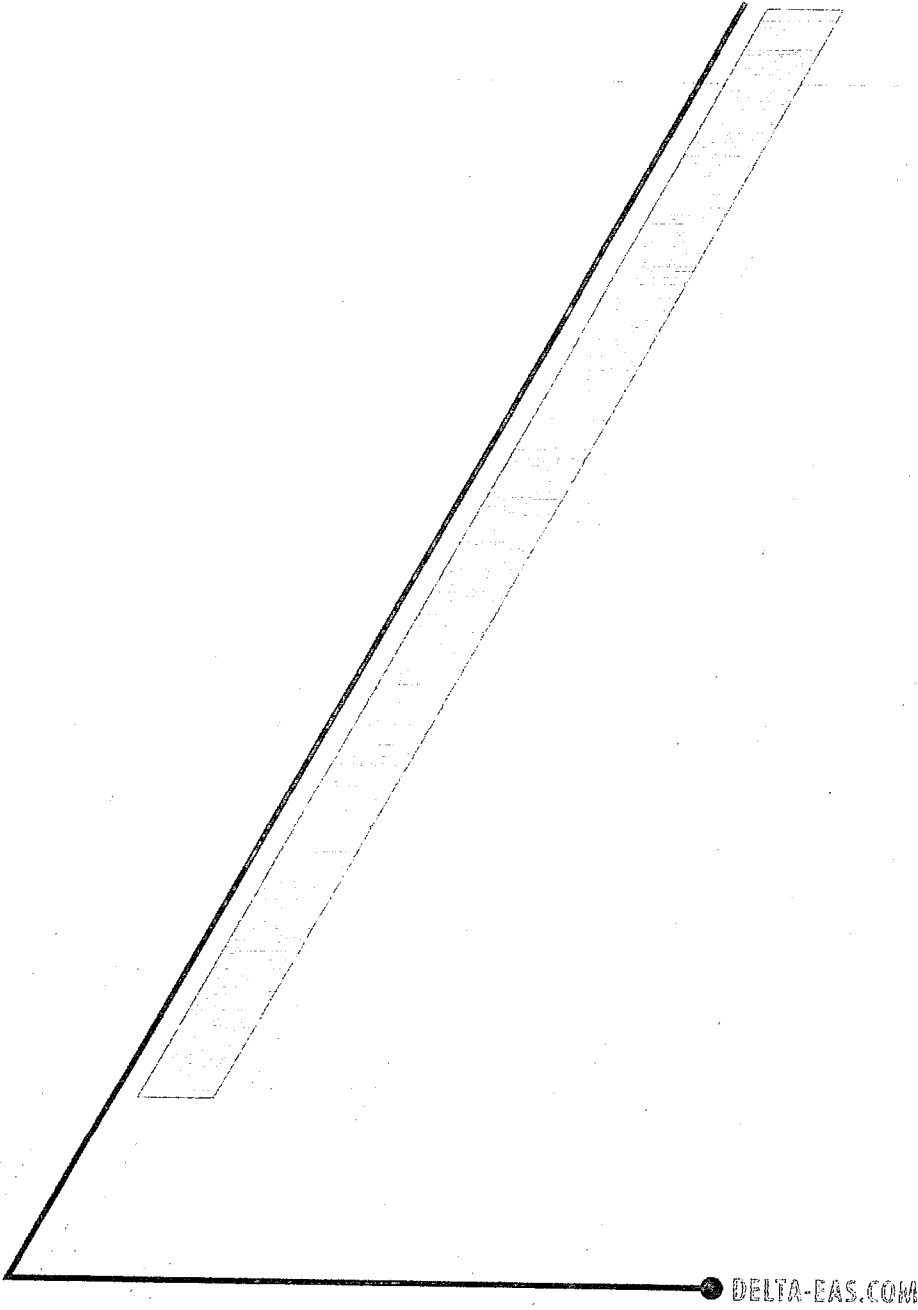
#### LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$190
SENIOR PROJECT MANAGER	\$175
PROJECT MANAGER	\$145
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$130
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$100
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$90
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$60
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$130
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$70
CONSTRUCTION SUPERVISOR	\$140
LEVEL 4 INSPECTOR	\$120
LEVEL 3 INSPECTOR	\$110
LEVEL 2 INSPECTOR	\$85

#### REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
FILM AND PHOTO DEVELOPING	AT COST
SUBCONTRACT SERVICES	AT COST
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

*Note: Project-Specific Rates established to reflect staffing and market conditions existing at time of proposal.*  
 2020 Project-Specific Rate Schedule Oneida County DPW Engineering Services for Various Bridge/Structure Projects, BIN 3311140; BIN 3310480; STRUCTURE C8-74





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

March 2, 2020

FN 20 20-133

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

**PUBLIC SAFETY**

RE: Re-appointment of Public Defender

**WAYS & MEANS**

Honorable Members:

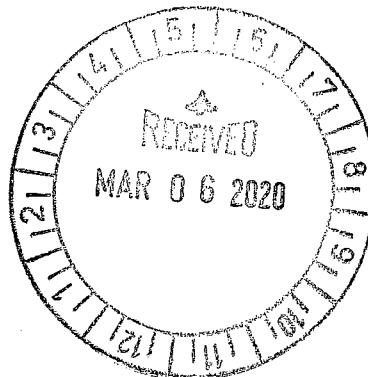
Pursuant to Article III, Section 309, and Article XXIV, Section 2401, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Francis J. Nebush, Jr. as Public Defender.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

cc: Francis J. Nebush, Jr.







ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

March 2, 2020

FN 20 20 - 134

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

**PUBLIC SAFETY**

RE: Re-appointment of Civil Defender

**WAYS & MEANS**

Honorable Members:

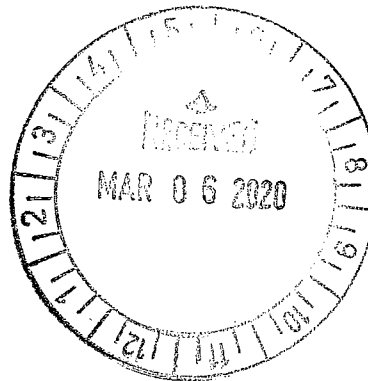
Pursuant to Article III, Section 309, and Article XXIX, Section 2901, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Raymond F. Bara, Esq. as Civil Defender.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

cc: Raymond F. Bara, Esq.





ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

120 Base Road ♦ Oriskany, New York 13424

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

February 5, 2020

20 - 135

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

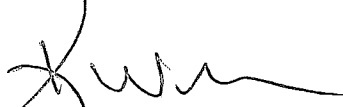
The Department of Emergency Services requests to enter into a contract for a subscription agreement with Emergency Services Marketing Corp., Inc., a duly licensed provider of IamResponding.com. IamResponding.com lets first responder supervisors know immediately who is responding to calls and dispatches, where they are responding, and when they will be responding. This saves critical time, reducing response times for fire departments, emergency medical response agencies, and response teams when responding to emergencies.

The current agreement in place is an amendment to the original, and will expire in February. This current agreement is titled Amendment 2, and will continue to allow the County access to IamResponding.com for an additional five (5) years. The total 5-year cost is \$156,060.00. This is a cost savings of about \$10,000.00 compared to the previous Amendment 1. The County has been utilizing IamResponding.com since 2013.

If you concur with this request, please forward to the Board of Legislators for approval.

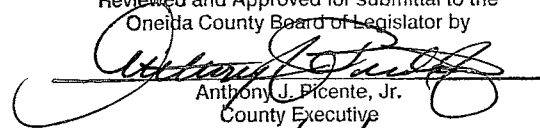
If I can be of further assistance, please feel free to contact me. Thank You.

Sincerely,

  
Kevin W. Revere  
Director of Emergency Services

kmg

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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/21/20

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Emergency Services Marketing Corp., Inc.  
IamResponding.com  
5789 Widewaters Parkway  
Syracuse, New York 13214

**Title of Activity or Service:** Renewal of subscription agreement for  
IamResponding.com

**Proposed Dates of Operation:** 2/14/2020 – 2/14/2025

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

- 1) **Narrative Description of Proposed Services:** Fire, Law Enforcement, and EMS interactive notification interface.
- 2) **Program/Service Objectives and Outcomes:** Provide 24/7 access to track availability and response of all responding emergency services personnel.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$156,060.00

**Account #**A3020.492

**Oneida County Dept. Funding Recommendation:** \$156,060.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The County has utilized IamResponding since 2013. IamResponding holds multiple patents on this product and service.



## AMENDMENT No. 2 to SUBSCRIPTION AGREEMENT

*NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate. If you would like to discuss a longer term, please let us know!*

FULL SUBSCRIBER NAME: Oneida County, New York  
(The name of the entity that is subscribing, hereinafter "Subscriber")

Your most recent subscription to IamResponding expires (or expired) on February 14, 2020. This Amendment extends your most recent IamResponding agreement, on all of the same terms and conditions that you agreed to in your prior agreement (those are expressly adopted and incorporated herein), other than the length, cost and scope (number of entities covered) of the agreement, which will now be as set forth below:

1. Term. The Term of the Subscription Agreement is hereby extended through and including **February 14, 2025**.
2. Subscription Fees.
  - a. Base Subscription Fee: Subscriber shall pay to ESMC the further sum of **\$153,335**, due as follows without necessity of invoice.
    - i. \$30,667 due on or before February 14, 2020;
    - ii. \$30,667 due on or before February 14, 2021;
    - iii. \$30,667 due on or before February 14, 2022;
    - iv. \$30,667 due on or before February 14, 2023;
    - v. \$30,667 due on or before February 14, 2024;
  - b. Telephone Call Charges: Subscriber shall pay to ESMC the total sum of **\$2,725**, due as follows without necessity of invoice.
    - i. \$545 due on or before February 14, 2020;
    - ii. \$545 due on or before February 14, 2021;
    - iii. \$545 due on or before February 14, 2022;
    - iv. \$545 due on or before February 14, 2023;
    - v. \$545 due on or before February 14, 2024;

3. Scope of Subscription. The base subscription fee provides subscription services for Thirty One (59) entities. *Fifty One (51) respond to more than 100 Incidents/year. Seven (7) repond to less than 100 Incidents/year. One (1) is a complimentary Site.* The agencies are as follows:

Department Names
BARNEVELD VOL FIRE DEPT
BOONVILLE AMBULANCE SVC.
BOONVILLE VOL. FIRE CO. INC.
BRIDGEWATER FIRE CO.
CAMDEN FIRE DEPARTMENT
CASSVILLE FIRE DEPARTMENT
CENTRAL ONEIDA COUNTY VAC
CLARK MILLS VFD
CLAYVILLE FIRE DEPARTMENT
CLINTON FIRE DEPARTMENT
DEANSBORO FD
DEERFIELD FIRE DEPARTMENT
DURHAMVILLE FIRE DEPARTMENT
FLORENCE VOL. FIRE CO.
FLOYD VOLUNTEER FIRE DEPARTMENT
FORESTPORT FIRE FIGHTERS
HOLLAND PATENT HOSE COMPANY
KUYAHOORA VOL. AMB.
LAKE DELTA VFD
LEE CENTER FIRE DEPT
MAYNARD FIRE DEPT
MCCONNELLSVILLE VFD
NEW HARTFORD FIRE DEPT
NEW LONDON FIRE DEPARTMENT
NEW YORK MILLS FD
NORTH BAY FIRE DEPARTMENT
ONEIDA CASTLE FIRE DEPARTMENT
ORISKANY FALLS FIRE & EMS
ORISKANY FIRE DEPT
OTTER LAKE FD

PARIS HILL FIRE DEPT
POLAND VOL. FIRE CO. INC.
PROSPECT VOLUNTEER FIRE CO.
REMSEN VOL FIRE DEPT
ROME FIRE DEPARTMENT
SAUQUOIT VOL FIRE CO.
SHERRILL-KENWOOD VOL FIRE DEPT
STANWIX HEIGHTS FIRE DEPARTMENT
Star Ambulance
STITTVILLE FIRE DEPT
SYLVAN BEACH FD
TABERG VFC, INC.
TOWN OF CAMDEN AMBULANCE
Utica College EMS
UTICA FIRE DEPARTMENT
VERNON CENTER FIRE DEPARTMENT
VERONA FIRE DEPARTMENT
VFC OF VERNON, INC.
VFC OF WESTERN
VIENNA FD INC.
WATERVILLE AMBULANCE
WATERVILLE FD
WEST LEYDEN FD
WESTMORELAND FD
WHITESBORO FIRE DEPT
WILLOWVALE FIRE COMPANY INC
WOODGATE VFD
YORKVILLE FD
ONEIDA COUNTY EMERGENCY SERVICES - Complimentary Site

Please return by facsimile to: (315) 314-7748  
 Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093  
 Page 3 of 4

4. Warranty of Authority. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Agreement on behalf of Subscriber.

**Oneida County, New York**

By:

Printed Name: \_\_\_\_\_

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

Official Title of Person Signing: \_\_\_\_\_

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

**Billing Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province/State: \_\_\_\_\_

Postal/Zip Code: \_\_\_\_\_

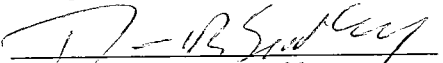
Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Services Marketing Corp., Inc.

By:

  
Daniel R. Seidberg, President

Date:

2/12/2020

## ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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

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

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

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

### 1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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



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

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



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

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

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

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

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

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

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

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

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

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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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

#### 10. RECORDS.

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

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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



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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



ONEIDA COUNTY  
DEPARTMENT OF PROBATION

ANTHONY J. PICENTE, JR.  
County Executive

Boehlert Center at Union Station  
321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501  
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

Patrick Cady  
DIRECTOR

300 West Dominick Street, Rome, New York 13440  
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

February 4, 2020

FN 20 20-136

The Honorable 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: Certification of Section 606 of the  
New York State Correction Law - 2019

Dear Mr. Picente:

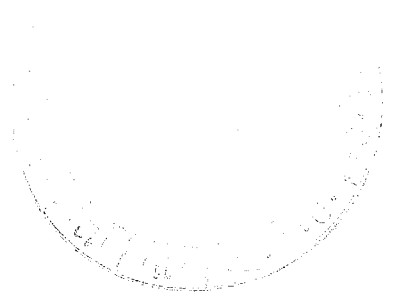
Enclosed is a Certified Listing of 2019 costs in the amount of \$3,425.86 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 17 Pre-Sentence Reports on state inmates.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

Very truly yours,

PATRICK CADY  
PROBATION DIRECTOR



PC:kas

Enclosures: Reimbursement Expenses for PSI's

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

Anthony J. Picente, Jr.  
County Executive

Date 2-18-20



**ONEIDA COUNTY  
DEPARTMENT OF PROBATION**

ANTHONY J. PICENTE, JR.  
County Executive

Boehlert Center at Union Station  
321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501  
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

Patrick Cady  
DIRECTOR

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E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

January 17, 2020

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

FN 20 20-137

Re: SUNY Polytechnic Institute Internship Agreement

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed you will find a contract between SUNY Polytechnic Institute and the Oneida County Probation Department. This contract is designed to have SUNY students, enrolled in the Sociology Program, participate in an internship program with the Oneida County Probation Department for up to eight hours per week.

This relationship will allow SUNY students to gain a significant understanding of a Probation Officer's duties to determine if this is a field of employment they would consider. It is further hoped that these interns will choose this field of employment and return back here for future consideration.

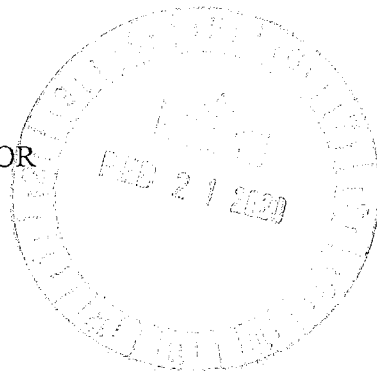
Please review the enclosed documents, and forward to the Board of Legislators if it meets your approval.

I am available for discussion if you have any questions. As always, your continued support of our Department is greatly appreciated.

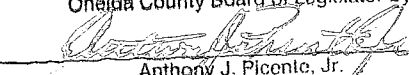
Very truly yours,

  
PATRICK CADY  
PROBATION DIRECTOR

PC  
Enclosures



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2-20-20

Oneida Co. Department: Probation

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

**Oneida County Board of Legislators  
Contract Summary**

**Name & Address of Vendor:** SUNY Polytechnic Institute  
100 Seymour Road  
Utica, New York 13502

**Title of Activity or Service:** SUNY Polytechnic Institute Intern Agreement

**Proposed Dates of Operation:** January 1, 2020 – December 31, 2020

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

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** This Agreement will enable at least one internship per semester to a student from SUNY Polytechnic Institute working towards a Sociology Degree or a Criminal Justice Degree. Said internship will provide the student with a complete understanding of how the Oneida County Probation Department functions.
- 2) **Program/Service Objectives and Outcomes:** Provide an opportunity for SUNY students to explore the Probation Department and learn more about the duties of a Probation Officer.
- 3) **Program Design and Staffing:** This intern will be supervised by the assigned Probation Department Intern Coordinator. Interns shall be in the office a maximum of eight hours a week per semester.

**Total Funding Requested:** None

**Account #:** NA

**Oneida County Department Funding Recommendation:** NA

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

**Cost Per Client Served:** NA

**Past Performance Data:** This will be a new relationship between the Probation Department and SUNY POLY.

**O.C. Department Staff Comments:** The Oneida County Probation Department is hopeful to demonstrate Probation Officer duties to SUNY Polytechnic Institute students that will encourage them to choose this particular area of employment in the future.

AFFILIATION AGREEMENT BETWEEN  
ONEIDA COUNTY AND  
STATE UNIVERSITY OF NEW YORK  
POLYTECHNIC INSTITUTE

This Agreement is made by and between Oneida County, with its principal office located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "Affiliate") and the State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at University Plaza, Albany, New York 12246, for and on behalf of SUNY Polytechnic Institute, located at 100 Seymour Road, Utica, New York 13502 (hereinafter referred to as "University").

WHEREAS, University has undertaken an educational program in the discipline of Sociology; and

WHEREAS, University and Affiliate desire to have an association for the purpose of carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing its educational program in the discipline of Sociology including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation, and shall bear all costs and expenses in connection therewith. The University further agrees to coordinate the program with Affiliate's designee. Attached as Exhibit A is a copy of the curriculum.
2. The University shall be responsible for assigning students to the Affiliate for practical experience. University shall notify the Affiliate forty-five (45) days in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Affiliate.
3. The University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to the Affiliate for practical experience.
4. The University agrees that at all times students and faculty members are subject to the

1

Initial: \_\_\_\_\_

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



supervision of the Affiliate and are considered part of the Affiliate's workforce only for purposes of access to and disclosure of protected health information ("PHI") as defined by 45 CFR 164.501 . University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at the Affiliate's facility, and that failure to comply shall constitute a cause for terminating such student's assignment to or such faculty member's relationship with the Affiliate. The Affiliate will provide copies of all policies and procedures to the students and faculty members. The University and Affiliate agree to cooperate with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits, and other reviews.

5. Students and faculty members shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of the University and the Affiliate. Affiliate and University acknowledge that each are a public entity and that proprietary information may be subject to disclosure pursuant to New York State Public Officers Law or other applicable law. The University is an agency of the State of New York, and as such, any and all agreements to which the University is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law ("FOIL"). Affiliate and University shall each mark any confidential information it may wish to have withheld upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

6. The Affiliate may terminate any student's or faculty member's assignment from the Affiliate when a student or faculty member is unacceptable to the Affiliate for reasons of health, performance, or for other reasons which, in the Affiliate's sole reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at the Affiliate not to be in the best interest of the Affiliate. Any such action will be reported by the Affiliate to the University orally and in writing.

7. The Affiliate, as it deems necessary and proper, shall make available for student experience its facilities, including equipment and supplies, consistent with its current policies in regard to availability. The Affiliate shall also provide orientation for the University faculty and students.

2

Initial: \_\_\_\_\_

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

8. The Affiliate shall have no responsibility for the transportation of faculty or students.
9. Except as set forth in Paragraph 4 of this Agreement, students and faculty members shall not be deemed to be employees, servants or agents of the Affiliate, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that the Affiliate is not providing any insurance, professional or otherwise, covering any students or faculty members.
10. The University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation Law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member is to be considered an employee, servant or agent of the Affiliate.
11. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold the Affiliate harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder or to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement.
12. The Affiliate shall indemnify and hold harmless the University, its officers, employees and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against the University in any action arising out of the acts or omissions of the Affiliate under this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.
13. University shall maintain during the term of this Agreement liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and the Affiliate is to be additionally named insured under such liability policy or policies. University shall provide Affiliate a copy of such insurance certificate prior to the start of this Agreement. The persons insured under such policy or policies shall be the students of the State University of New York with respect to liability arising out of their participation in the program carried out under this

Agreement. The University's faculty members are covered by the defense and indemnification provisions of section 17 of the Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. The University agrees to notify the Affiliate in writing no less than thirty (30) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Affiliate shall remain liable for direct damages resulting from its negligence.

14. It is mutually agreed that neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

15. In accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), in order for the University to share information about the student from the student's educational records, the Affiliate must agree not to disclose the information to a third party without the student's consent, and to use the information only for the purposes for which it was disclosed.

16. This Agreement shall be governed by the laws of the State of New York without regard to conflict of law provisions. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in the State of New York. Both parties consent to the exclusive jurisdiction and venue of the state and federal courts of the County of Oneida in the State of New York.

17. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of the University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.

18. The effective date of this Agreement shall be January 1, 2020 and shall continue in full force and effect for one (1) year or until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.

4

Initial: \_\_\_\_\_

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

19. For purposes of written notification:

To the University

State University of New York Polytechnic Institute  
Attention: Susan M. Head, Senior Associate Vice President for Finance  
100 Seymour Road  
Utica, NY 13502

To the Affiliate

Oneida County  
Attention: Patrick Cady, Director Probation  
321 Main Street  
Utica, NY 13501

With a copy to

Law Department  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

20. This Agreement contains the entire understanding of the parties with respect to the matters contained herein.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.

5

Initial: \_\_\_\_\_

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

By: Susan Head 02/05/2020  
Susan M. Head Date  
Senior Associate Vice President for Finance  
SUNY Polytechnic Institute

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

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By: \_\_\_\_\_  
Alison Stanulevich Date  
Assistant County Attorney

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# 2019-2020 Undergraduate Catalog

SUNY Polytechnic Institute Undergraduate Catalog

## Sociology

### *Bachelor of Arts Degree*

Sociology is the scientific and systematic study of human behavior. Sociologists explore the social forces that shape modern society, with an eye toward understanding how these dynamics create social inequalities. Students at SUNY Poly receive a strong foundation in sociological theory and methods and sharpen these skills in areas that interest them, typically concentrating on the crime and justice or social services fields. However, sociological skills are applicable to a wide range of occupations, from medical research to journalism, from administration to marketing. In other words, the sociological perspective can be useful in many settings.

Your education at SUNY Poly takes place on and off campus. The Sociology Program provides students opportunities to work collaboratively with professors on research and writing projects, or to try out career paths through an internship. In these ways, students can engage intellectual ideas in a practical setting and make meaningful connections between classroom learning and the real world that makes them more attractive on the job market. Employers appreciate the practical experience our students can bring to the workplace.

Elective course work is centered around the social services and criminology specializations. Students may take advantage of internships or practicum opportunities within the program.

Students are typically employed in:

### ***Social/Human Services:***

- chemical dependency
- disabilities
- veterans
- the elderly

**Education:**

- school counseling
- tutoring/mentoring programs
- special needs/disabilities
- alternative schools

**Corrections and criminal justice settings:**

- law enforcement
- corrections
- probation
- homeland security
- court officers (family and criminal)
- criminological research

**Students may also pursue education in the following areas:**

- Graduate school in Sociology
- Law school
- Master's in Business Administration (MBA)
- Master's in Social Work (MSW)

**Will I be Able to Work Closely with Faculty?**

Sociology students at SUNY Poly have ample opportunities to gain practical research experience that will be valuable to them on the job market. At times, an entire course will plan and conduct a research project, often in conjunction with local organizations. Students also have opportunities to work with faculty individually under our Independent Study option. Students are encouraged to participate in a research project that will lead to a professional presentation or publication of a paper.

**What do Sociology Majors do for Fun?**

SUNY Poly has a very active Sociology Club. Students plan and participate in social and community service activities. Club events include midnight bowling, outings with children from the local Big Brothers/Big Sisters organization, Take Back the Night events on campus (including speakers and a rally), fundraising for local charities (including raffles and canned good drives), providing aid to women and children fleeing domestic violence during the holidays, and a Rock the Vote campaign to encourage their fellow students to register for and participate in upcoming elections.

**Who is on the Sociology Program's Advisory Board?**

Currently, the sociology program has a community advisory board comprised of members of the social services and criminal justice sector. These members currently include the Chief of Police of the City of Utica, the Oneida County Sheriff, the Oneida County District Attorney, the Oneida County Director of Probation, the Oneida County Commissioner of Social Services, The CEO of Upstate Cerebral Palsy, the Director of the Utica Chapter of the United Way, the Director of Social Sciences Associates, and the Executive Director of the Peacemaker Program.

### **How Does the Sociology Program Honor Academic Excellence?**

The sociology program has a local chapter, Alpha Upsilon of New York, of the national sociology honor society, Alpha Kappa Delta. Each year, students who have achieved a junior standing, who have taken at least four sociology classes at SUNY Poly, who have an overall GPA of 3.3 and a sociology GPA of 3.0 become members after an induction ceremony, luncheon, and honor's lecture.

### **Degree Requirements Overview**

1. Students must complete 10 courses in sociology and anthropology—at least seven of which must be completed at SUNY Poly
2. Students may elect no more than two 300 or 400 level courses in anthropology or criminal justice toward the sociology major, no more than one of which may be at the 400 level
3. All majors must take SOC 100 or SOC 110
4. All majors must take one intermediate elective before taking an advanced course
5. All majors must take three electives at the 100-300 level
6. All majors must take three courses (12 credits) at the 400-level
7. Students must receive a grade of "C" or better in all core courses

## **B.A. in Sociology—124 total credits**

*Students shall satisfy the requirements listed below.*

### **I. SUNY General Education Requirements (30 credits)**

*All SUNY students must satisfy the following requirements.*

No fewer than 30 credits must be attained from the SUNY approved General Education Course List with the following provisions:

- Mathematics (STA 100 recommended by program)
- Basic Communication (ENG 101 or equivalent)

At least **five (5)** out of the following **eight (8)** SUNY General Education categories:

- Natural Science
- Social Science
- American History
- Western Civilization
- Other World Civilization
- Humanities
- The Arts



- Foreign Language

NOTE: You may take more than one course in a given category to complete this 30 credit hour requirement, but you must also satisfy the appropriate number of categories.

## II. Liberal Arts/Sciences Requirements (30 credits)

The New York State Education Department (SED) requires a student earning a Bachelor of Arts (BA) degree to attain no fewer than 90 credits of combined SUNY General Education and Liberal Arts/Sciences courses. There may be overlap between courses meeting the SUNY General Education Requirements, Liberal Arts/Sciences Requirements, and Sociology Program Core but a student may receive course credits only once even if multiple requirements are satisfied by a single course. The total number of combined credit hours must be no fewer than 90 credits.

### **SUNY Poly degree requirements:**

- Natural Sciences: *one course which may be a General Education Natural Science course;*
- Upper-Division Writing Course (COM 306 or COM 308)

### **Specific requirement for Sociology majors include:**

- STA 100 Statistical Methods (C or better)

## III. Sociology Program Requirements

### **Core Courses (required of all majors & must earn a grade of "C" or higher)**

- SOC100 Introduction to Sociology or SOC 110 Social Problems
- Inequality Requirement: SOC 220 Sociology of Gender or SOC 230 Sociology of Racial & Ethnic Relations or SOC 240 Class Inequality: Poverty & Wealth
- SOC 310 History of Sociological Theory\*
- SOC 332 Methods of Inquiry\*
- SOC 493 Senior Seminar in Sociology\*

\* Sociology majors must complete 40 credits of 300 or 400 level coursework.

### **Intermediate Course Electives (must complete at least THREE courses)**

- SOC 210 Sociology of the Family
- SOC 260 Cults and New Religious Movements
- SOC 314 Sociology of Deviance
- SOC 350 Chemical Dependencies and Human Behavior
- SOC 351 Sociology of Crime

- SOC 360 Sociology of Work
- SOC 362 Sociology of Terrorism
- SOC 381 Social Gerontology

\*\* Students may have no more than 6-8 credit hours of the following:

- ANT 301 General Anthropology
- ANT 320 Social Policy
- ANT 382 Cultures, Health and Healing
- ANT 460 Ethnography

**Advanced Coursework (must complete at least THREE courses)**

*Social Services*

- SOC 410 Power and Violence in the Family
- SOC 411 Sociology of Community
- SOC 424 Social Welfare Policy
- SOC 446 The Individual and Society

*Criminology*

- SOC 450 Sociology of Corrections
- SOC 452 White Collar Crime
- SOC 455 Sociology of Law and the Courts
- SOC 480 Social Network Analysis

*Other Advanced Courses*

- SOC 465 Sociology of Occupations and Professions
- SOC 466 Worker Social Psychology
- SOC 490 Selected Topics in Sociology (varies each semester)
- SOC 491 Independent Study
- SOC 495 Practicum in Sociology (offers internship opportunity)

## **IV. Unrestricted Electives (remainder of credits)**



ONEIDA COUNTY  
DEPARTMENT OF  
EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD STEVENS  
Director

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

February 11, 2020

FN 20 20-138

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

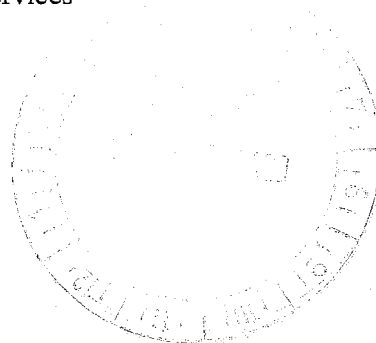
Attached is a system upgrade maintenance agreement with Motorola that will ensure the continuity of Oneida County's radio communications network and reduce system downtime. Motorola will provide technical support and network event monitoring, provide onsite repairs and network preventative maintenance, network updates, and more through on-call support and onsite service through a field service team.

This agreement has a start date of January 1, 2019, but due to technical issues on Motorola's end, they deferred our payment and covered that portion of maintenance, as the system was not working to its full potential. Payment will begin in 2020, and will cost approximately \$396,519.00 per year, for a total of \$1,982,580.00. This agreement expires December 31, 2024.

I respectfully request that you approve this contract, and forward to the Board of Legislators for their approval. Thank you.

Sincerely,

Ed Stevens,  
Director of Emergency Services



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

Anthony J. Picente, Jr.  
County Executive

Date 2-27-20

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Motorola Solutions, Inc.  
500 W. Monroe St.  
Chicago, IL 60661

**Title of Activity or Service:** Public Safety Communications

**Proposed Dates of Operation:** January 1, 2019 – December 31, 2024

**Client Population/Number to be Served:** Public safety agencies in Oneida County

**Summary Statements:**

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

Motorola will provide technical support and network event monitoring, provide onsite repairs and network preventative maintenance, network updates, and more through on-call support and onsite service through a field service team to ensure continuity of our radio communications system.

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

Enhanced public safety communications by providing continuous network maintenance and upgrades.

**3) Program Design and Staffing:**

Motorola team.

**Total Funding Requested:** \$1,982,580.00

**Account #** 3020.493

**Oneida County Dept. Funding Recommendation:** \$1,982,580.00

(Split- \$396,516.00 each year for 5 years)

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Motorola is a worldwide communications company. We have had very good results with their products, as have other counties in NYS.



# SERVICE AGREEMENT

1299 E Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

Contract Number: USC000050589  
 Contract Modifier: R12

Date: 19-NOV-2019

Company Name: Oneida County Attn.: Billing Address: 120 Base Rd City, State, Zip Code: Oriskany, NY 13424 Customer Contact: Kevin Revere Phone: 315-765-2527
---

P.O.#: N/A  
 Customer #: 1036744416  
 Bill to Tag#: 0001  
 Contract Start Date: 01-JAN-2020  
 Contract End Date: 31-DEC-2024  
 Payment Cycle: ANNUALLY  
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	YEARLY AMT	
	LSV01S00532A	***** Recurring Services ***** ASTRO ADVANCE PLUS	\$255,261.60	
	SVC04SVC0178A	SYS UPGRADE AGRMT II	\$141,254.40	
			Yearly Sub Total	\$396,516.00
			Taxes	\$0.00
			Grand Total	\$1,982,580.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	MSSSI Vice President	2/24/2020
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

---

Roy Kirchner  
MOTOROLA REPRESENTATIVE (PRINT NAME)

2019495503  
PHONE

Company Name : Oneida County  
Contract Number : USC000050589  
Contract Modifier : R12  
Contract Start Date : 01-JAN-2020  
Contract End Date : 31-DEC-2024

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## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in



addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

## MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement, County Contract No. 24676 ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### 1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"Effective Date" means the January 1, 2019.

"Services" means the products, maintenance and support services as described in Motorola's proposal dated June 13, 2019.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

### 2. SCOPE

Motorola will provide maintenance and support Services and/or SUA Services as further described in the Motorola's proposal dated June 13, 2019 and applicable Statement of Work, or attachment to Motorola's proposal for additional services, a copy of which is attached hereto and incorporated herein as Attachment 1 ("Proposal").

### 3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the Services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### 3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for maintenance and support Services will be indicated in the Proposal.

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those Services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support Services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Services purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

#### 3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## 3.2 SUA SERVICES

3.2.1 The Software License Agreement attached hereto and incorporated herein by reference as Exhibit A applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is six (6) years, commencing on the Effective Date. The Price for the maintenance, support and SUA will vary, as more fully set forth in the pricing page in the Proposal. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA Services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA Services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA Services and exclusions provided in the SUA Statement of Work, the following apply:

- a. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b. SUA Services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c. Unless specifically included in this Addendum or the SUA Statement of Work, SUA Services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA Services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the six (6) year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the six (6) year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments (including Attachment 1, the "Proposal" and Exhibit A, "Motorola's Software License Agreement"), and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Oneida County, NY

By: 

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

Name: Roy Kirchner

Name: \_\_\_\_\_

Title: MSSS I Vice President

Title: \_\_\_\_\_

Date: 2.24.20

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

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**Exhibit A**  
**Motorola's Software License Agreement**

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Oneida County, NY ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1      DEFINITIONS**

**"Confidential Information"** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

**"Designated Products"** means products provided by Motorola or other suppliers to Licensee with which or for which the Software and Documentation is licensed for use.

**"Documentation"** means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

**"Open Source Software"** means software with either freely obtainable source code, license for modification, or permission for free distribution.

**"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.

**"Security Vulnerability"** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

**"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary Software and Documentation.

### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR DESIGNATED PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USE OF THAT PARTICULAR DESIGNATED PRODUCT.

### Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.



4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to one other device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless as otherwise dated in a primary agreement or Addenda, the commencement date and the term of the Software warranty will be a period of one (1) year from the date of system acceptance or beneficial use, whichever occurs first (the "Warranty Period"), except for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder, if any, of the initial warranty period or, if the initial warranty period has expired, the remainder, if any, of the term of the applicable Software Maintenance and Support Agreement. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Licensee) repair the defective Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced Product is warranted for the balance of the original applicable warranty period.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

6.5.5. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement..

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when this Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and

Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets. Software, Documentation, proprietary information and trade secrets embodied therein constitute Confidential Information. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

## **Section 11      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 12      NOTICES**

Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

## **Section 13      INTENTIONALLY OMITTED**

## **Section 14      GENERAL**

14.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

14.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

14.3. **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

14.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

14.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a

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sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

14.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

14.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 14 survive the termination of this Agreement.

14.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the any primary agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the primary agreement or any other exhibit as it applies to any other subject matter.

14.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Attachment 1  
Motorola's Proposal entitled Advanced Plus Proposal dated June 13, 2019

See attached.



Motorola Solutions Inc.  
123 Tice Boulevard Suite 203  
Woodcliff Lake, NJ 07677  
USA

June 13, 2019

Director Kevin Revere  
Oneida County Office of Emergency Services  
120 Base Road  
Oriskany, NY 13424

Subject: Maintenance and System Upgrade Agreement

Dear Kevin,

Motorola Solutions, Inc. ("Motorola") is pleased to present Oneida County, New York (the County) with this pricing for Maintenance and System Upgrade Agreement for your ASTRO 25 Public Safety Radio System.

Motorola's proposal includes a multi year maintenance and SUA II that aligns with the other counties in the Central New York Consortium and will keep Oneida County's system current.

Questions or inquiries may be addressed to Kevin Ryan at (518) 817-1118. We look forward to working with you to implement these improvements to you communications system and welcome any questions you may have.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Roy Kirchner', written over a light blue horizontal line.

Roy Kirchner  
MSSSI Vice President

# ADVANCED PLUS PROPOSAL ONEIDA COUNTY EMERGENCY SERVICES ASTRO 25 NETWORK



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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# ADVANCED PLUS SERVICES

## ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Oneida County's network and reduce system downtime Motorola proposes our Advanced Plus Services offering to the Oneida County Office of Emergency Services. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Remote Security Patch Installation.
- Security Monitoring.
- Network Updates.

These services will be delivered to Oneida County through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## ADVANCED PLUS SERVICES DESCRIPTION

### Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Oneida County's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between Oneida County, third-party subcontractors and manufacturers, and Motorola. When Oneida County's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Oneida County's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and

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operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Oneida County will also provide **Network Event Monitoring** to Oneida County's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Oneida County's system, often identifying and resolving anomalous events before they might affect user communications.

## Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

**OnSite Support** provides local, trained and qualified technicians who will arrive at Oneida County's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Oneida County's location in order to remedy equipment issues based on the impact of the issue to overall system function.

**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## Network Hardware Repair

**Network Hardware Repair** – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

## Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Oneida County with pre-tested security updates, pre-tested and remotely installed by Motorola on Oneida County's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Oneida County's network. Once an update is fully tested and ready for deployment in Oneida County's system, Motorola will remotely install it onto Oneida County's system, and notify Oneida County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

## Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain Oneida County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Oneida County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Oneida County to add RF sites, dispatch positions, data subsystems, network

management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Oneida County's personnel.

## **MOTOROLA'S SERVICE CAPABILITIES**

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### **On-Call Support through the Solutions Support Center (SSC)**

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

### **Onsite Service through a Field Service Team**

Onsite maintenance and repair of Oneida County's system will be provided by Motorola's local team of service personnel. Motorola will provide Oneida County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Oneida County's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Oneida County that the system is restored to normal operation and request approval to close the case.

### **Centralized Repair Management through Motorola's Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Oneida County's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Oneida County's system. All components being repaired are tracked throughout the process, from shipment by Oneida County to return through a case management system where users can view the repair status of the radio via a web portal.

### **Direct Access to System Information through MyView Portal**

Supplementing Motorola's proposed services plan for Oneida County is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Oneida

County's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

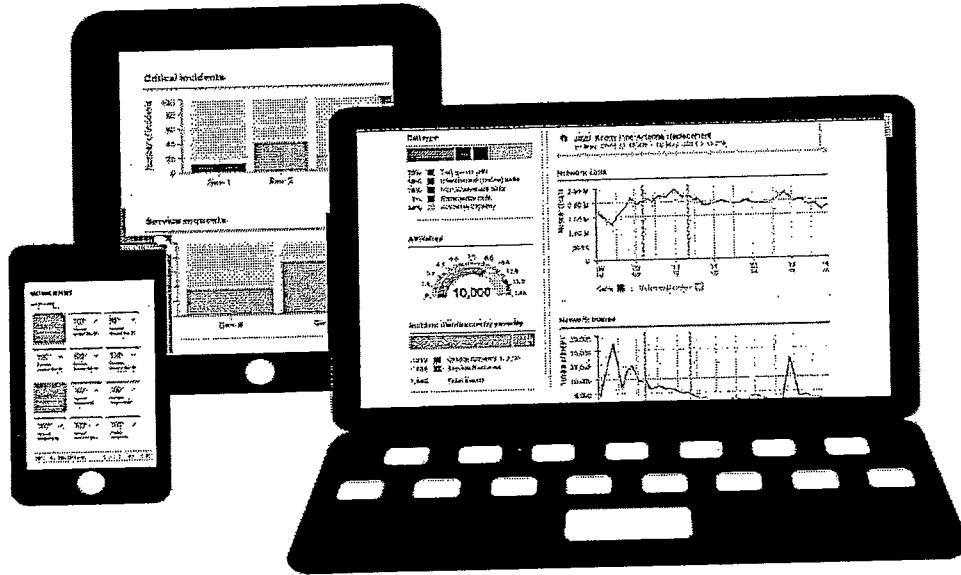


Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.

# PRICING

June 17, 2019

## Sale Price

Description of Services	2019	2020	2021	2022	2023	2024
SUA II Advanced +	Deferred	\$141,254.40	\$141,254.40	\$141,254.40	\$141,254.40	\$141,254.40
Maintenance Advanced +	\$203,121.75 Included @ N/C	\$255,261.60	\$255,261.60	\$255,261.60	\$255,261.60	\$255,261.60
Oneida County Total	\$0.00	\$396,516.00	\$396,516.00	\$396,516.00	\$396,516.00	\$396,516.00

### Advanced Package Plus Services & SUAII

SUAII includes Security Update Services (SUS) and provides all Software, Hardware and Implementation (labor) Services to perform a system upgrade every two years.



# **/// ADVANCED SERVICES**

**IMPROVE RESPONSE AND CONTINUITY**

FOR ASTRO® 25 SYSTEMS

 **MOTOROLA SOLUTIONS**

## **EXPERT SERVICE TEAMS HELP IMPROVE RESPONSE, MITIGATE DOWNTIME, ENSURE NETWORK CONTINUITY**

With Advanced Services, you get fast response to network issues by our qualified technicians who analyze and diagnose your network, as well as deliver routine maintenance. Two levels of support allow for flexibility to match your requirements:

### **ADVANCED REMOTE INCIDENT MANAGEMENT**

Ensuring network availability is critical and requires around-the-clock vigilance provided by an experienced support staff certified on the latest technologies and backed by industry-standard tools and proven processes.

With network event monitoring, Motorola connects securely and seamlessly to your infrastructure, and our dedicated, highly-trained staff proactively detects, troubleshoots and rapidly resolves network issues. When an actionable event is detected, our technologists conduct remote diagnosis using our extensive knowledge database to identify the problem quickly and accurately, and to resolve it immediately. If remote resolution is not possible, a local field technician is dispatched to the affected site to resolve the issue; while the technologist maintains oversight until the network is restored and the case is closed.

### **MINIMIZE CYBERSECURITY RISK**

Proactive security updates are remotely applied by Motorola to help maintain operational integrity of your network and minimize cybersecurity risk. Our certified security experts perform patch validation in our dedicated system test lab running the same software as your network to ensure no service disruption.

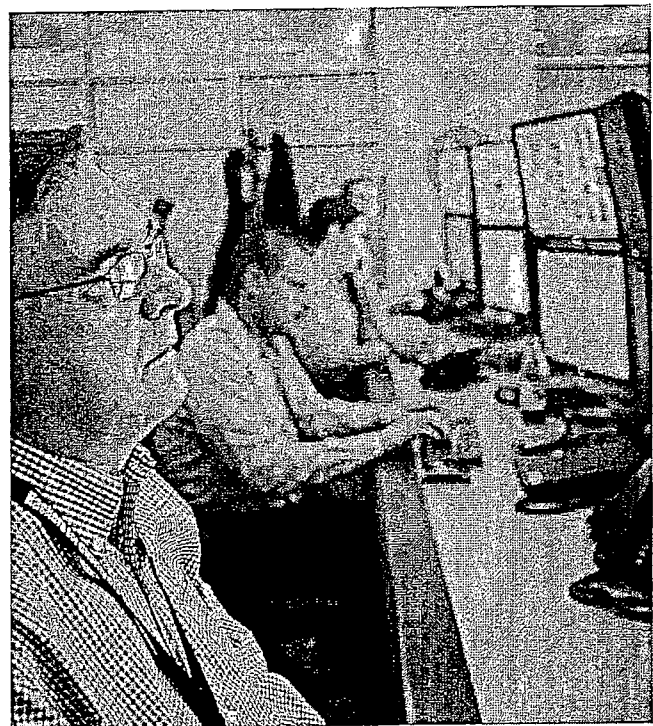
### **ADDITIONAL SERVICE SUPPORT**

- 24x7x365 access to our system technologists to help troubleshoot and resolve network issues.
- Network hardware support for all Motorola-manufactured equipment and select third-party vendors. Factory-trained and certified technicians troubleshoot, analyze, test and repair your equipment at our centralized facility. You will experience expert, high-quality, reliable support for rapid turn-around. Timely and accurate diagnosis and repair assures that all equipment you send to us is returned to factory specifications and updated to the latest firmware.
- Annual preventive maintenance of your infrastructure to continually meet original manufacturer's specifications. Routine test and alignment helps improve system efficiency and minimize downtime.

### **ADVANCED PLUS EFFICIENTLY UPDATE YOUR TECHNOLOGY**

In addition to Advanced Services, Advanced Plus helps extend the lifespan of your network with planned upgrades. Get the necessary network upgrades, implementation and change management services required to maintain your network at the highest level of support.

Motorola heavily invests in research and development to continually improve system capability, security and industry standards. Upgrading your network ensures you attain the most value from your ASTRO® 25 investment with the latest features and security enhancements while reducing total cost of ownership.

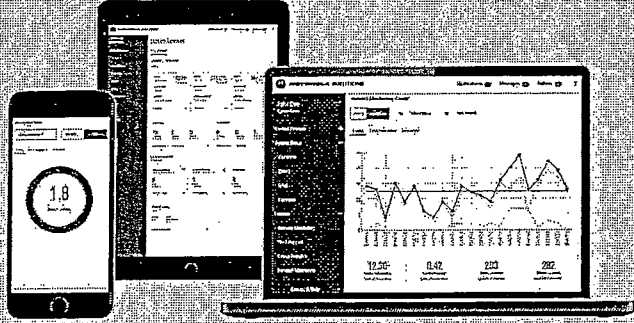




**AT-A-GLANCE**

SERVICES	ADVANCED	ADVANCED PLUS
Network Upgrades		
Network Event Monitoring		
Annual Preventive Maintenance		
Onsite Support		
Remote Security Patch Installation		
Network Hardware Repair		
24x7x365 Technical Support		

**MYVIEW PORTAL FOR VISIBILITY TO CRITICAL SYSTEM AND SERVICES INFORMATION**



With Advanced Services, you gain access to MyView Portal for system and service delivery information to help make smarter, faster and more proactive decisions to keep your network running smoothly and effectively.

**KEY FEATURES:**

- Service Delivery Information
- Historical Reports
- Asset Information
- Security Update Status
- Network Upgrade Status

**UNMATCHED SERVICE DELIVERY**

**SOLUTIONS SUPPORT CENTER**

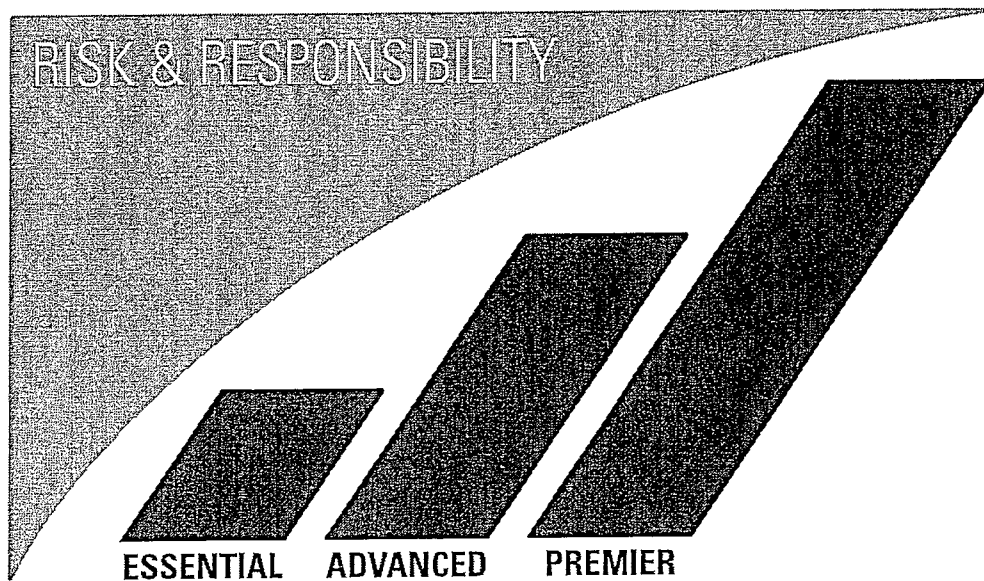
Our goal is to help you maintain continuous system uptime and availability. Rely on one point of coordinated contact for all of your service and repair needs. The Solutions Support Center is the cornerstone of our customer care and service delivery staffed 24x7x365 by experienced system technologists. This includes our ISO 9001 and TL 9000-certified Network and Security Operations Centers (NOC/SOC) that leverage ITIL processes and common service platforms for event monitoring, management and issue resolution.

Motorola continuously invests in resources, as well as in sophisticated test lab, tools, applications, and proven repeatable methodologies that ensure your network maintains absolute availability. System issues are identified and corrective actions taken before you are even aware there is a problem.

**STATE-OF-THE-ART REPAIR DEPOT**

Motorola's repair depot enables you to realize economies of scale that only a centralized depot can provide. Our ISO 9001 and TL 9000-certified procedures ensure your equipment is quickly returned to the highest quality standards. We replicate your network in our test labs in order to reproduce and analyze the issue. Trained and certified technicians utilize sophisticated, automated test equipment to analyze, isolate and repair your equipment.

# DRIVE YOUR PERFORMANCE WITH THE RIGHT LEVEL OF SERVICE



**ENSURE CONTINUITY • ENHANCE PRODUCTIVITY • REDUCE RISK**

As a continuum of expert services, each package provides a higher level of support, transferring the risk and responsibility to Motorola.

To learn more, visit [www.motorolasolutions.com/services](http://www.motorolasolutions.com/services)

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# ADVANCED PLUS PROPOSAL

# ONEIDA COUNTY EMERGENCY SERVICES ASTRO 25 NETWORK



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# ADVANCED PLUS SERVICES

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**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## Network Hardware Repair

**Network Hardware Repair** – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

## Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Oneida County with pre-tested security updates, pre-tested and remotely installed by Motorola on Oneida County's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Oneida County's network. Once an update is fully tested and ready for deployment in Oneida County's system, Motorola will remotely install it onto Oneida County's system, and notify Oneida County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

## Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain Oneida County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Oneida County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Oneida County to add RF sites, dispatch positions, data subsystems, network

management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Oneida County's personnel.

## **MOTOROLA'S SERVICE CAPABILITIES**

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### **On-Call Support through the Solutions Support Center (SSC)**

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

### **Onsite Service through a Field Service Team**

Onsite maintenance and repair of Oneida County's system will be provided by Motorola's local team of service personnel. Motorola will provide Oneida County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Oneida County's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Oneida County that the system is restored to normal operation and request approval to close the case.

### **Centralized Repair Management through Motorola's Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Oneida County's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Oneida County's system. All components being repaired are tracked throughout the process, from shipment by Oneida County to return through a case management system where users can view the repair status of the radio via a web portal.

### **Direct Access to System Information through MyView Portal**

Supplementing Motorola's proposed services plan for Oneida County is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Oneida

County's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

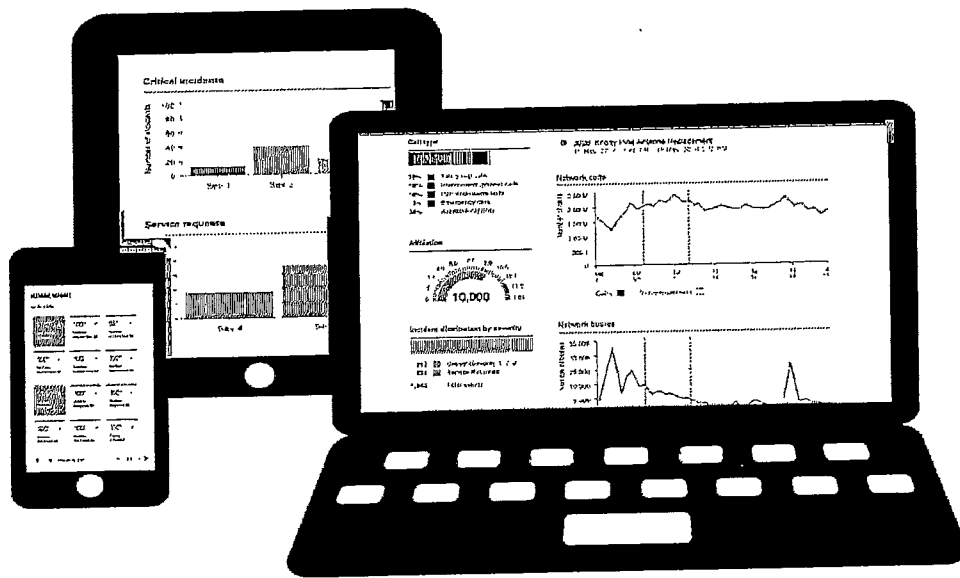


Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.



# PRICING

June 17, 2019

Sale Price

Description of Services	2019	2020	2021	2022	2023	2024
SUA II Advanced +	Deferred	\$141,254.40	\$141,254.40	\$141,254.40	\$141,254.40	\$141,254.40
Maintenance Advanced +	\$203,121.75 Included @ N/C	\$255,261.60	\$255,261.60	\$255,261.60	\$255,261.60	\$255,261.60
Oneida County Total	\$0.00	\$396,516.00	\$396,516.00	\$396,516.00	\$396,516.00	\$396,516.00

## Advanced Package Plus Services & SUAII

SUAII includes Security Update Services (SUS) and provides all Software, Hardware and Implementation (labor) Services to perform a system upgrade every two years.

## MAINTENANCE & SUA COST INCREASES

The above pricing reflects the costs of maintenance and System Upgrade Agreement for the originally contracted system. As Oneida County expands the County wide TDMA trunked system, these costs will increase to reflect the additional equipment to be covered. The next phase of the system project, adding 4 TDMA trunking system sites is nearing project completion and acceptance and would trigger the "warranty". After the one year warranty expires, we would add those sites to the maintenance and SUA costs.



## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24263

**LESSEE:**

Oneida County  
800 Park Avenue  
Utica NY 13501

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon execution hereof by both parties. The term of this Lease will commence on the date specified in Schedule A attached hereto, and unless terminated according to terms hereof, or the purchase option provided in Section 18 is exercised, this Lease will continue until the End Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its Assignee (as defined below in Section 4) the payments set forth in Schedule B Lease Payment Schedule attached hereto. Such payments in Schedule B will be referred to as the "Lease Payments." The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its Assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and pursue funds from which the Lease Payments may be made. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to the Oneida County, NY Simulcast Subsites Add-On dated: 15 November 2017 (the "Contract") covering the Equipment (attached as Schedule C). Lessee acknowledges and agrees that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Lease and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS".

LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of breach under Section 6, nor for purposes of default under Section 16.

**5.1 EXECUTORY CONTRACT.** For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that this Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under this Lease. It is understood that neither this Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment. The Lessee and other municipalities in their official capacity as public safety providers will be the only entities to use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the Lessor thereof for federal income tax purposes. In such event,

notwithstanding anything to the contrary contained in Section 11 of this Lease, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from legally available funds.

It is Lessor's and Lessee's intention that this Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default as defined in Section 16, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised on or before the End Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease,

including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee, Lessee's employees, or those individuals and/or entities as stated in the Contract, or employees of other municipalities in their official capacity as public safety providers, Lessor may, and Lessee consents that Lessor may, assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such Assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease, and Lessee consents to such reassigning, and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is

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not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW, VENUE, AND JURISDICTION.** This Lease shall be construed and governed by the laws of the state of New York, without reference to its principles of conflicts of laws. Both Lessor and Lessee consent to jurisdiction and venue in Oneida County in the United States District Court, Northern District of New York, or the Oneida County Supreme Court, in connection with any dispute arising out of, or in connection with, this Lease. Lessor expressly consents to personal jurisdiction in the State of New York.

**22. SERVICE OF PROCESS.** Lessor expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

**23. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**24. ENTIRE AGREEMENT AND WAIVER.** This Lease, together with the Certificate of Incumbency, Opinion of Counsel, Schedule A Equipment Lease-Purchase Agreement, Schedule B Lease Payment Schedule, Evidence of Insurance, Statement of Essential Use/Source of Funds, Delivery and Acceptance Certificate, Bank Qualified Statement, Opinion of Counsel II, Information Return for Tax-Exempt Governmental Obligations, Schedule C the Contract, and the and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to this Lease, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**25. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_\_\_ day of December, 2017.

**LESSEE:**

**Oneida County**

By: 

Title: Oneida County Executive

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

By: 

Title: Assistant Treasurer

### CERTIFICATE OF INCUMBENCY

I, Sandra J. DePerno, \_\_\_\_\_ do hereby certify that I am the duly elected  
(Printed Name of Clerk)

Clerk of **Oneida County**, an entity duly organized and existing under the laws of the State of New York that I have custody of the records of such entity, and that, as of the date hereof, the individual executing this Lease is the duly elected officer of such entity holding the office below his name. I further certify that (i) the signatures set forth above his name and title is his true and authentic signatures and (ii) such officer has the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24263, between **Oneida County** and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is an Opinion of Counsel detailing the authority given to the County Executive to execute this Lease.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **Oneida County**, hereto this  
25<sup>th</sup> day of December 2017

By: 

(Signature of Clerk)

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24263 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has completed and will continue to complete future applications for grant funding to cover payments due under the Lease. This opinion may be relied upon by the Lessor and any Assignee of the Lessor's rights under the Lease.

*Allan Atensler*

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Attorney for Oneida County



**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A                      24263  
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24263 ("Lease"), between Lessor and Oneida County, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List in Section 3.3 of the Contract.
<b>Equipment Location:</b>	Oneida County, New York

**Initial Term: 84 Months**

**Commencement Date: 12/30/2017**

**First Payment Due Date: 1/1/2019**

**7 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

SITE	COMPONENT	QTY	NOMENCLATURE	DESCRIPTION
MASTER	License	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER	License	1	CA02629AB	ADD: EXPAND 7.16 M CORE
MASTER	License	1	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
MASTER	License	4	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
MASTER	License	24	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
911_SHLTR	SIML_CNTLRL	1	T7140	GCP 8000 SITE CONTROLLER
911_SHLTR	SIML_CNTLRL	4	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE VOICE ONLY
911_SHLTR	SIML_CNTLRL	1	T7140	GCP 8000 SITE CONTROLLER
911_SHLTR	SIML_CNTLRL	4	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE VOICE ONLY
Bridgwater	GPS	3	DSTRAK91061	FOUR PORT DDM
Bridgwater	GTR8000	6	T7039	GTR 8000 BASE RADIO
Bridgwater	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Bridgwater	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Bridgwater	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Bridgwater	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE
Bridgwater	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Bridgwater	SURGE	1	DS1101994	SURGE PROT ENET
Bridgwater	SURGE	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Bridgwater	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Bridgwater	RACK	1	THN1012	RACK 7' OPEN
Bridgwater	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Bridgwater	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Bridgwater	DC_PWR	1	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Bridgwater	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8
Bridgwater	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Bridgwater	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Bridgwater	TX ANT	1	DSFSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 5 DBD, 106 DEG BW, 148-174 MHZ, PIM RATED
Bridgwater	ANT_Clamps	1	DSUG12	CLAMPS; SET OF 2
Bridgwater	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Bridgwater	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Bridgwater	ANT_JMPR	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Bridgwater	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Bridgwater	GND_KIT	4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Bridgwater	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Bridgwater	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Bridgwater	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Bridgwater	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Bridgwater	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Bridgwater	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Bridgwater	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Bridgwater	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Bridgwater	STA_CBL	18	DSF1TBM-C	F1TBM-C 1/4" BNC MALE CONNECTOR
Bridgwater	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Bridgwater	TRANS_LINE	220	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
Florence	GPS	3	DSTRAK91061	FOUR PORT DDM
Florence	GTR8000	6	T7039	GTR 8000 BASE RADIO
Florence	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Florence	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Florence	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Florence	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE
Florence	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Florence	SURGE	1	DS1101994	SURGE PROT ENET
Florence	SURGE	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Florence	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Florence	RACK	1	THN1012	RACK 7' OPEN
Florence	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Florence	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Florence	DC_PWR	1	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Florence	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8

Florence	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Florence	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Florence	TX ANT	1	DSCSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 7DBD, 64 DEG BW, 148-174 MHZ, PIM RATED
Florence	ANT_Clamps	1	DSUC12	CLAMPS; SET OF 2
Florence	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Florence	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Florence	ANT_JMPR	2	TDN9289	22*1213 CABLE WRAP WEATHERPROOFING
Florence	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Florence	GND_KIT	6	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Florence	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Florence	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Florence	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Florence	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Florence	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Florence	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Florence	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Florence	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Florence	STA_CBL	16	DSF1TBMQ	F1TBM-Q 1/4" BNC MALE CONNECTOR
Florence	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Florence	TRANS_LINE	330	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
Kirkland	GPS	3	DSTRAK91061	FOUR PORT DDM
Kirkland	GTR8000	6	T7039	GTR 8000 BASE RADIO
Kirkland	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Kirkland	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Kirkland	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Kirkland	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE
Kirkland	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Kirkland	SURGE	1	DS1101994	SURGE PROT ENET
Kirkland	SURGE	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPD
Kirkland	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Kirkland	RACK	1	THN1012	RACK 7' OPEN
Kirkland	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Kirkland	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Kirkland	DC_PWR	1	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Kirkland	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8
Kirkland	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Kirkland	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Kirkland	TX ANT	1	DSFSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 5 DBD, 106 DEG BW, 148-174 MHZ, PIM RATED
Kirkland	ANT_Clamps	1	DSUC12	CLAMPS; SET OF 2
Kirkland	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Kirkland	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Kirkland	ANT_JMPR	2	TDN9289	22*1213 CABLE WRAP WEATHERPROOFING
Kirkland	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Kirkland	GND_KIT	6	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Kirkland	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Kirkland	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Kirkland	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Kirkland	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Kirkland	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Kirkland	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Kirkland	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Kirkland	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Kirkland	STA_CBL	16	DSF1TBMQ	F1TBM-Q 1/4" BNC MALE CONNECTOR
Kirkland	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Kirkland	TRANS_LINE	300	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
Steuben	GPS	3	DSTRAK91061	FOUR PORT DDM
Steuben	GTR8000	6	T7039	GTR 8000 BASE RADIO
Steuben	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Steuben	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Steuben	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Steuben	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE

Steuben	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Steuben	SURGE	1	DS1101994	SURGE PROT ENET
Steuben	SURGE	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Steuben	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Steuben	RACK	1	THN1012	RACK 7' OPEN.
Steuben	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Steuben	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Steuben	DC_PWR	1	DS DST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Steuben	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8
Steuben	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Steuben	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Steuben	TX ANT	1	DSCSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 7DBD, 64 DEG BW, 148-174 MHZ, PIM RATED
Steuben	ANT_Clamps	1	DSUC12	CLAMPS; SET OF 2
Steuben	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Steuben	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Steuben	ANT_JMPR	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Steuben	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Steuben	GND_KIT	4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Steuben	POLYPHSR	1	DSVHF50DMAFGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Steuben	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Steuben	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Steuben	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Steuben	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Steuben	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Steuben	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Steuben	STA_CBL	16	DDN9769	F1TNN-HC 1/4" TYPE N MALE CONNECTOR
Steuben	STA_CBL	16	DSF1TBMC	F1TBM-C 1/4" BNC MALE CONNECTOR
Steuben	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Steuben	TRANS_LINE	220	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
Subscriber	FD Port	318	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE
Subscriber	FD Port	318	QA04865	ADD: TWO KNOB CONFIGURATION
Subscriber	FD Port	318	QA00580	ADD: TDMA OPERATION
Subscriber	FD Port	318	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	FD Port	318	H499	ENH: SUBMERSIBLE (DELTA T)
Subscriber	FD Port	318	QA09000	ADD: DIGITAL TONE SIGNALING
Subscriber	FD Port	318	Q887	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD Port	318	QA04934	ALT: IMPRES LI-ION 2500MAH RUGGED U
Subscriber	FD Port	318	PMLN7182A	APX2000/4000 TWO-KNOB, SWIVEL, LEATHE
Subscriber	FD Port	318	RLN6487A	ACCESSORY KIT, FIREMAN'S RADIO STRAP
Subscriber	FD Port	318	PMMN4065A	APX IMPRES RSM W/VOL, IP57
Subscriber	PD Port	230	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE
Subscriber	PD Port	230	QA04865	ADD: TWO KNOB CONFIGURATION
Subscriber	PD Port	230	QA00580	ADD: TDMA OPERATION
Subscriber	PD Port	230	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	PD Port	230	Q629	ENH: AES ENCRYPTION
Subscriber	PD Port	230	Q887	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	PD Port	230	QA00582	ALT: IMPRES LI-ION 2500MAH UL/DELTA
Subscriber	PD Port	230	PMLN7182A	APX2000/4000 TWO-KNOB, SWIVEL, LEATHE
Subscriber	PD Port	230	PMMN4062A	IMPRES RSM, NOISE CANG, EMERGENCY B
Subscriber	PD/FD	572	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US
Subscriber	PD	138	M22KSS9PW1 N	APX4500 VHF
Subscriber	PD	138	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	PD	138	QA00580	ADD: TDMA OPERATION
Subscriber	PD	138	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	PD	138	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	PD	138	G843	ADD: AES ENCRYPTION APX
Subscriber	PD	138	G66	ADD: DASH MOUNT O2 WWM
Subscriber	PD	138	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	PD	138	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	PD	138	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	PD	138	GA00235	ADD: NO GPS ANTENNA NEEDED

Subscriber	PD	138	B18	ADD: AUXILARY SPKR 7.5 WATT
Subscriber	FD	248	M22KSS9PW1 N	APX4500 VHF
Subscriber	FD	248	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	FD	248	GA00580	ADD: TDMA OPERATION
Subscriber	FD	248	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	FD	248	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	FD	248	G66	ADD: DASH MOUNT O2 WWM
Subscriber	FD	248	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	FD	248	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	FD	248	GA09000	ADD: DIGITAL TONE SIGNALING
Subscriber	FD	248	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD	248	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	FD	248	B18	ADD: AUXILARY SPKR 7.5 WATT
Subscriber	FD	22	M25KSS9PW1 N	APX6500 VHF MID POWER
Subscriber	FD	22	G806	ADD: ASTRO DIGITAL CAI OPERATION
Subscriber	FD	22	G51	ENH: SMARTZONE OPERATION APX6500
Subscriber	FD	22	G361	ADD: P25 TRUNKING SOFTWARE
Subscriber	FD	22	GA00580	ADD: TDMA OPERATION
Subscriber	FD	22	G442	ADD: O5 CONTROL HEAD
Subscriber	FD	22	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	FD	22	GA00092	ADD: DUAL-CONTRL HD HARDWARE
Subscriber	FD	22	G628	ADD: REMOTE MOUNT CBL 17 FEET
Subscriber	FD	22	G610	ADD: REMOTE MOUNT CBL 30 FEET
Subscriber	FD	22	G67	ADD: REMOTE MOUNT O2 WWM
Subscriber	FD	22	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	FD	44	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	FD	44	G831	ADD: SPKR 15W WATER RESISTANT
Subscriber	FD	22	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD	22	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	FD	61	M22KSS9PW1 N	APX4500 VHF
Subscriber	FD	61	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	FD	61	GA00580	ADD: TDMA OPERATION
Subscriber	FD	61	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	FD	61	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	FD	61	G66	ADD: DASH MOUNT O2 WWM
Subscriber	FD	61	G89	ADD: NO RF ANTENNA NEEDED
Subscriber	FD	61	W382	ADD: CONTROL STATION DESK GCAI MIC
Subscriber	FD	61	G91	ADD: CONTROL STATION POWER SUPPLY
Subscriber	FD	61	W665	ADD: CONTROL STATION OPERATION
Subscriber	FD	61	GA09000	ADD: DIGITAL TONE SIGNALING
Subscriber	FD	61	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD	61	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	FD	61	G142	ADD: NO SPEAKER NEEDED
Subscriber	PD	10	M22KSS9PW1 N	APX4500 VHF
Subscriber	PD	10	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	PD	10	GA00580	ADD: TDMA OPERATION
Subscriber	PD	10	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	PD	10	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	PD	10	G66	ADD: DASH MOUNT O2 WWM
Subscriber	PD	10	G843	ADD: AES ENCRYPTION APX
Subscriber	PD	10	G89	ADD: NO RF ANTENNA NEEDED
Subscriber	PD	10	W382	ADD: CONTROL STATION DESK GCAI MIC
Subscriber	PD	10	G91	ADD: CONTROL STATION POWER SUPPLY
Subscriber	PD	10	W665	ADD: CONTROL STATION OPERATION
Subscriber	PD	10	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	PD	10	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	PD	10	G142	ADD: NO SPEAKER NEEDED
Subscriber	DPW	130	M22KSS9PW1 N	APX4500 VHF
Subscriber	DPW	130	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	DPW	130	GA00580	ADD: TDMA OPERATION
Subscriber	DPW	130	GA00804	ADD: APX O2 CONTROL HEAD (Green)

Subscriber	DPW	130	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	DPW	130	G66	ADD: DASH MOUNT O2 WWM
Subscriber	DPW	130	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	DPW	130	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	DPW	130	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	DPW	130	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	DPW	130	B18	ADD: AUXILIARY SPKR 7.5 WATT
Subscriber	DPW	24	H84KDD9PW5 N	APX 1000 VHF MODEL 1.5 PORTABLE
Subscriber	DPW	24	QA04096	ENH: P25 TRUNKING
Subscriber	DPW	24	QA00580	ADD: TDMA OPERATION
Subscriber	DPW	24	H885BK	ADD: 3 YEAR SERVICE FROM THE START
Subscriber	DPW	24	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US
Subscriber	PD/FD	71	DSANT150F2	TELEWAVE (148-174 MHZ) BROADBAND FI
Subscriber	PD/FD	7100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
Subscriber	PD/FD	71	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Subscriber	PD/FD	71	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
Subscriber	PD/FD	71	DSISB50HNC2MA	RF SPD, 125-1000MHZ DC BLOCK BULKHE
Subscriber	PD/FD	71	DSGKSUNV	**USE DSSG1212B2U FOR 1/2IN ** GK-
Subscriber	PD/FD	1000	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
Subscriber	PD/FD	142	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO

## SCHEDULE B LEASE PAYMENT SCHEDULE

24263

Compound Period: Annual

Nominal Annual Rate: 0.000%

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/30/2017	\$ 4,400,000.00	1		
2 Payment	1/1/2019	\$ 628,571.43	7	Annual	1/1/2025

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/30/2017				\$ 4,400,000.00
1	1/1/2019	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 3,771,428.57
2	1/1/2020	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 3,142,857.14
3	1/1/2021	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 2,514,285.71
4	1/1/2022	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 1,885,714.28
5	1/1/2023	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 1,257,142.85
6	1/1/2024	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 628,571.42
7	1/1/2025	\$ 628,571.43	\$ 0.01	\$ 628,571.42	\$ -
Grand Totals		\$ 4,400,000.01	\$ 0.01	\$ 4,400,000.00	

Lessee acknowledges that the amount financed by Lessor is \$3,899,320.09 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.11%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$4,400,000.00

Except as specifically provided in Section 5 of the Lease, Lessee agrees to pay to Lessor or its Assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24263 to that Equipment Lease Purchase Agreement number 24263 will be maintained by Oneida County (Lessee) as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24263, Oneida County, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 24263 to that Equipment Lease Purchase Agreement number 24263. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24263 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its Assignee as additional insured and loss payee  
500 W. Monroe  
Chicago IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**Please see attached evidence of self-insurance from Oneida County.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> OneGroup NY, Inc. 169 Main Street Oneida, NY 13421	<b>CONTACT NAME:</b> Shonna Fanning <b>PHONE (A/C, No., Ext):</b> 315-363-2100 <b>E-MAIL ADDRESS:</b> sfanning@bhlinsurance.com	<b>FAX (A/C, No.):</b> 315-363-2183	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> County of Oneida c/o Commissioner of Finance 800 Park Avenue Utica NY 13501	<b>INSURER A:</b> US Specialty Ins. Co.		29599
	<b>INSURER B:</b> Homeland Insurance Company of Delaware		14231
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 265002471

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPK80920123	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPK80920123	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CPK80920123	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA. EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Medical Malpractice Law Enforcement Liability		MFL0044740116 CPK80920123	1/1/2017 1/1/2017	1/1/2018 1/1/2018	5,000,000 5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Motorola Solutions Credit Company LLC  
 PO Box 71132  
 Chicago IL 60694-1132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? Public safety radio communications.
2. Why is the equipment essential to the operation of Oneida County?  

Oneida County currently operates a VHF analog radio system that requires a complete overhaul/replacement in order to meet today's communications needs. This new Equipment will support fire, police, ambulance, and other first responder communications, and allow interoperability between agencies.
3. Does the equipment replace existing equipment? If so, why is the replacement being made?  

Yes, please see #2 above. The existing system is outdated and needs to be replaced.
4. Is there a specific cost justification for the new equipment?  

If yes, please attach outline of justification.  
  
No, there is no specific cost justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?  

New York State Grant funding.

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24263

Lease Schedule A No. : 24263

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in Lease Schedule A #24263. See Section 3.3 of the Contract for a detailed Equipment List.

LESSEE:

**Oneida County**

By: 

Date: 10/28/17

## Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Opinion of Counsel II

Execution of Lease by the Oneida County Executive

Authority of the Oneida County Executive to execute agreements with Motorola Solutions, Inc. regarding the purchase of equipment to upgrade the Oneida County interoperable radio system for use throughout Oneida County

*November 28, 2017*

By Alison M. Stanulevich, Esq., Oneida County Attorney

WHEREAS, Oneida County first responders are operating on an outdated radio system which prevents adequate communication between responding agencies.

WHEREAS, Oneida County was awarded New York State Division of Homeland Security & Emergency Services ("NYS DHSES") grant funds and purchased equipment and built additional towers utilizing the New York State Office of General Services ("NYS OGS") contract to begin the upgrade of the network.

WHEREAS, Oneida County Emergency Services requested Motorola Solutions, Inc. provide a completion plan for the upgrade the system, utilizing both existing infrastructure and newly built towers in an effort to minimize costs and maximize efficiencies.

WHEREAS, Oneida County Department of Emergency Services was notified that NYS DHSES would provide an annual interoperability funding formula grant of approximately \$630,000.00 per annum.

WHEREAS, NYS DHSES annual interoperability funding formula grants can be utilized to make tax exempt municipal lease payments for interoperable radio equipment.

WHEREAS, after extensive negotiations and design review with the Director of Emergency Services and Oneida County personnel, Motorola Solutions, Inc. and Oneida County agreed to a scope of work of \$4.4 million to complete the upgrade.

WHEREAS, all equipment in the scope of work is available off of the NYS OGS Contract.

WHEREAS, Oneida County Department of Emergency Services presented the scope of work and financing agreement to the Oneida County Executive and the Law Department.

WHEREAS, the Oneida County Executive has decided to enter into this agreement with Motorola Solutions, Inc. regarding the purchase of equipment to upgrade the radio system for use throughout Oneida County in the amount of \$4,400,000.00.

WHEREAS, Oneida County requires flexibility in the payment structure of the equipment purchase and has requested to enter into a Tax Exempt Municipal Lease-Purchase Agreement with Motorola Credit Corporation to finance \$4,400,000.00 over seven years with the first payment due 1/1/2019.

WHEREAS, the Tax Exempt Municipal Lease-Purchase Agreement enables payments of \$628,571.43 to be made over the course of seven years, or in amounts greater if such funds become available.

WHEREAS, the Oneida County Department of Emergency Services will continue to make grant applications for additional interoperable communications grants at the state and federal level.

WHEREAS, the Oneida County Board of Legislators has the authority to approve grant funding to support this agreement, and has done so in the past.

WHEREAS, in accordance with Section 2202 of the Oneida County Charter and Section 2202 of the Oneida County Administrative Code, the types of contracts requiring approval of the Oneida County Board of Legislators do not include the agreement at hand, and WHEREAS, in accordance with Section 802 of the Oneida County Charter and Section 802 of the Oneida County Administrative Code, the Oneida County Board of Acquisition and Contract does not have the authority to approve the agreement at hand, and WHEREAS, since the equipment in the scope of work is off of the NYS OGS Contract, best pricing has already been determined.


WHEREAS, in accordance with Section 2202 of the Oneida County Charter and Section 2202 of the Oneida County Administrative Code, authority to execute this agreement lies with the County Executive after approval as to form by the County Attorney.

In accordance with the Oneida County Charter and the Oneida County Administrative Code, the County Executive has the authority to execute all contracts on behalf of the County, and may therefore enter into this agreement with Motorola Solutions, Inc. regarding the purchase of equipment to upgrade the interoperable County-wide emergency communications radio system for use throughout Oneida County in the amount of \$4,400,000.00, financed over a period of seven (7) years with the first payment due on 1/1/2019.

The Oneida County Attorney is authorized to approve said agreements as to form and content.

Copies of the executed agreement will be filed with the Oneida County Comptroller and the Oneida County Law Department.

The Oneida County Legislature has been made aware and is informed of this agreement, and has expressed support for updating the radio system throughout Oneida County.

  
\_\_\_\_\_

Alison M. Stanulevich, Esq.

Assistant Oneida County Attorney

**Information Return for Tax-Exempt Governmental Obligations**

Under Internal Revenue Code section 149(e)  
 See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Oneida County		2 Issuer's employer identification number (EIN) 15-6000460	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 800 Park Avenue		Room/suite	5 Report number (For IRS Use Only) \$
6 City, town, or post office, state, and ZIP code Utica NY 13501		7 Date of issue 12/30/2017	
8 Name of issue Equipment Lease-Purchase Agreement 24263		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Joseph J Timpano		10b Telephone number of officer or other employee shown on 10a 315-798-5780	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	3,899,320.09
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe		18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/25	\$ 3,899,320.09	\$ 3,899,320.09	7 years	3.11 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to currently refund prior issues		27	
28 Proceeds used to advance refund prior issues		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC		
c	Enter the name of the GIC provider		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation		
c	Enter the EIN of the issuer of the master pool obligation		
d	Enter the name of the issuer of the master pool obligation		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box <input type="checkbox"/>		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider		
c	Type of hedge		
d	Term of hedge		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		
b	Enter the date the official intent was adopted		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent: *Joseph J. Timpano*      Date: 12/26/17      Joseph J. Timpano, Comptroller  
 Signature of issuer's authorized representative      Date      Type or print name and title

Paid Preparer Use Only	Print preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name	Firm's EIN	Phone no.		
	Firm's address				



**ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES**

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

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

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

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

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

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

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

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

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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



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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- 
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
  - c. For the purposes of this provision, “on Oneida County property” shall be defined as:
    - i. Upon all real property owned or leased by the County of Oneida; and
    - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
  - d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

February 26, 2020

20-139

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

PUBLIC SAFETY  
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 3/3/20

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the FY19 State Criminal Alien Assistance Program (SCAAP). Justice Benefits, Inc. prepares the application for inmates meeting certain criteria that must be retrieved from our inmate data bases and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award is \$17,576. Justice Services Inc. is entitled to a commission of the award. The remaining funds will be used for additional funding for the jail's Black Creek's ACTS Global-Comprehensive Planning and Evaluation (Inmate Discharge Planning) software.

I respectfully request that this matter be acted on at the Board of Legislators next board meeting. No county funds will be utilized.

**The 2020 Supplemental Appropriation request is as follows:**

<b>Increase:</b>	A3152.492	Computer Software & Licenses	\$10,176
	A3152.493	Maintenance, Repair, Service	\$ 3,533
	A3110.1951	Other Fees & Services	\$ 3,867

**This supplemental appropriation will be fully supported by revenue received in:**

<b>Increase:</b>	A4250	Federal Aid-Alien Assistance	\$17,576
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Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

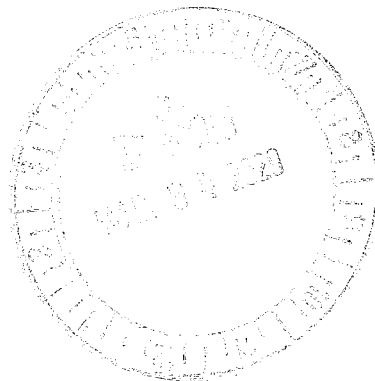
Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,  
Oneida County Sheriff



Cc: Tom Keeler, Budget Director  
Chief Lisa Zurek

**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



Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

February 28, 2018

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

FN 20 20-140

PUBLIC SAFETY

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

*Anthony J. Picente, Jr.*  
\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS

Date 3/4/20

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2019, there was a profit of \$260,767.71 which will be rolled over into 2020 (as indicated in the attached Revenue/Appropriation Analysis Report for the Commissary). Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2020, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, recreational items, worker pod, library, notary and other services.

I respectfully request that this matter be acted on at the APRIL 2020 meeting.

The 2020 Supplemental Appropriation request is as follows:

A3152.211	Office Equipment	\$15,000.00
A3152.212	Computer Hardware	\$36,267.71
A3152.271	Recreational Equipment	\$20,000.00
A3152.295	Other Equipment	\$62,000.00
A3152.411	Office Supplies	\$10,000.00
A3152.425	Training & Special Schools	\$22,000.00
A3152.454	Travel – Meetings & Seminars	\$15,000.00
A3152.471	Recreational Supplies	\$20,000.00
A3152.491	Other Material & Supplies	\$20,000.00
A3152.492	Computer Software & Licenses	\$20,000.00
A3152.493	Maintenance, Repair & Service Contracts	\$10,000.00
A3152.4951	Other Expenses	\$10,500
		=====
Total Expenses:		\$260,767.71

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





Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

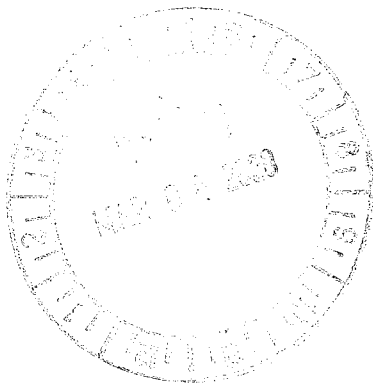
This appropriation will be supported by revenue in A1525, Prisoner Charges – Commissary

A1525	Revenue Prisoner Commissary	\$260,767.71
		=====
Total Revenue:		<b>\$260,767.71</b>

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,  
Oneida County Sheriff



CC: Tom Keeler, Budget

**Administrative Office**

6065 Judd Road Oriskany, NY 13424  
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Fax (315) 798-6495



**ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER  
STOP DWI PROGRAM**

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD STEVENS  
Director

120 Base Road ♦ Oriskany, New York 13424

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

FN 20 20-141

March 4, 2020

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

PUBLIC SAFETY

WAYS & MEANS

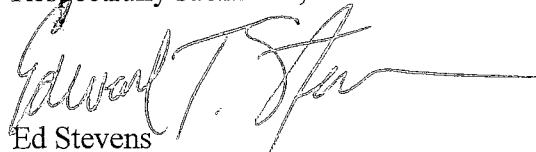
Dear County Executive Picente,

The Department of Emergency Services seeks to enter into a contract with the Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA). This contract will have a term of one (1) year, from January 1, 2020 to December 31, 2020, for a total cost of \$105,951.39. The CNYSPCA will investigate animal cruelty, conduct seizures of animals when necessary, and provide shelter to those animals found to be abused in Oneida County. The CNYSPCA will work closely with the District Attorney's Office, local humane societies in Oneida County, and with local police.

The CNYSPCA has a long track record of providing excellent investigative services and care of abused animals, and I am positive they will do a fantastic job continuing as Oneida County's animal cruelty investigators.

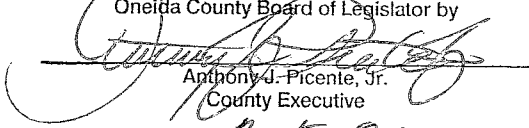
I respectfully request that this agreement be forwarded to the Board of Legislators for their approval. Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Respectfully submitted,

  
Ed Stevens  
Director of Emergency Services



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

  
Anthony J. Picente, Jr.  
County Executive

Date 3-5-20

kmg

Oneida Co. Department: Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source X \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Central New York Society for the Prevention of  
Cruelty to Animals  
5878 East Molloy Road  
Dewitt, New York 13211

**Title of Activity or Service:** Animal cruelty investigations and related services

**Proposed Dates of Operation:** January 1, 2020 to December 31, 2020

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

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Promptly respond to reports of animal abuse, investigate violations and enforce provisions of Article 26 of the Agriculture & Markets Law of the State of New York.
- 2) **Program/Service Objectives and Outcomes:** Work in conjunction with local police, the Oneida County District Attorney's Office and the local humane societies in Oneida County to provide assistance to animals that are in need of services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$105,951.39

**Account #A3020.195**

**Oneida County Dept. Funding Recommendation:** \$105,951.39

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

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

**Past Performance Data:** The County has contracted with the CNYSPCA since 2014 to provide the above listed services.

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

**Agreement with the Central New York Society  
for the Prevention of Cruelty to Animals**

This Agreement ("Agreement") is entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its Department of Emergency Services, located at 120 Base Road, Oriskany, New York 13424 (hereinafter collectively referred to as the "County"), and the Central New York Society for the Prevention of Cruelty to Animals, a New York domestic not-for-profit corporation, with its principal office located at 5878 East Molloy Road, Dewitt, New York 13211 ("CNYSPCA").

WHEREAS, the County is in need of a contractor who will conduct animal cruelty investigations in cases arising in Oneida County; and

WHEREAS, the CNYSPCA has the capability, skills, and infrastructure to assist the County in investigating animal cruelty cases in Oneida County; and

WHEREAS, the County desires to retain the CNYSPCA to conduct animal cruelty investigations and provide related services on an as-needed basis;

NOW THEREFORE, the parties agree as follows:

**1. Term.** This Agreement shall be effective for one (1) year, from January 1, 2020 to December 31, 2020 (the "Term").

**2. Scope of Services.** The CNYSPCA shall:

**a.** Commit two (2) CNYSPCA officers during the Term of this Agreement, to promptly respond to, investigate violations, and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York which are reported to the CNYSPCA and which occur within the boundaries of Oneida County. The CNYSPCA shall require more officers to report to the County if the circumstances of an investigation warrant as such at no additional cost.

**b.** Conduct investigations, seizures and removals of animals, and provide shelter for all animals found to be the subject of a violation of Article 26. Investigations must commence within twenty-four (24) hours of a reported violation of Article 26.

**c.** Work in conjunction with local police, the Oneida County District Attorney's Office, and the local humane societies in Oneida County, as necessary, to conduct proper investigations, seizures, removals, and sheltering of animals.

**d.** Utilize the County's Total Enforcement Records Management System ("RMS") to create and log all investigations. The RMS has already been provided to the CNYSPCA.

**e.** Document all aspects of the investigation and ensure it is part of the CNYSPCA case record. This includes, but is not limited to, interactions between members of the public, interactions with other agencies, all statements, emails, telephone messages, communications, interactions, meetings, veterinarian documents, and photos relating to investigations (collectively, (a), (b), (c), (d), and (e) will be referred to as the "Services").

### **3. Cost and Payment.**

a. The County will reimburse the CNYSPCA a total of one hundred five thousand nine hundred fifty-one dollars and thirty-nine cents (\$105,951.39) for Services provided during the Term of this Agreement.

b. The CNYSPCA shall submit a properly completed Oneida County Voucher to the County on a quarterly basis. Each voucher shall be accompanied by a completed statistical report detailing the CNYSPCA's Services provided to the County during that quarter.

c. The County will remit payment for Services once required documentation, as stated in Section 3(b) above, has been approved by the County.

d. The County reserves the right to conduct an on-site program and/or fiscal audit of CNYSPCA's records as they relate to this Agreement in a manner consistent with generally accepted accounting principles and program guidelines. The CNYSPCA shall make immediately available all daily activity and related reports at the request of the County in order to verify program activity claimed by CNYSPCA in vouchers detailing Services provided to the County.

### **4. Termination.**

a. This Agreement may be terminated by either party by providing at least thirty (30) calendar days prior written notice of termination. In the event the CNYSPCA defaults in the performance of any of the CNYSPCA's obligations under this Agreement, the County may terminate the Agreement effective upon written notice served at any time upon the CNYSPCA.

b. Upon notice of termination, the CNYSPCA shall immediately deliver to the County all records, reports, case files and any other documents which may be in their possession as a result of their Services performed under this Agreement.

c. In the event of termination, the County will have no further obligation to CNYSPCA other than payment for costs incurred for Services performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination. Upon notice of termination, the CNYSPCA shall immediately submit to the County all required documentation for Services rendered up to the date of termination.

### **5. Performance of Services.**

a. The CNYSPCA represents that the CNYSPCA is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. The CNYSPCA shall use the CNYSPCA's best efforts to perform the Services such that the results are satisfactory to the County. The CNYSPCA shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

b. The CNYSPCA may, at the CNYSPCA's own expense, employ or engage the services of such employees, subcontractors, and/or partners as CNYSPCA deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The CNYSPCA shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. The CNYSPCA shall expressly advise the Assistants of the terms of this Agreement.

c. The CNYSPCA acknowledges and agrees that the CNYSPCA and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

d. The CNYSPCA shall inform the County within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform Services pursuant to this Agreement. The CNYSPCA

maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same services.

#### **6. Independent Contractor.**

a. It is expressly agreed that the relationship of the CNYSPCA and its Assistants to the County shall be that of independent contractors. The CNYSPCA's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The CNYSPCA, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

b. The CNYSPCA warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar Services to other entities as a regular course of business. The CNYSPCA and County agree that CNYSPCA is free to undertake other work arrangements during the Term of this Agreement, and may continue to make its services available to the public.

c. The CNYSPCA and its Assistants shall not be eligible for compensation from the County for absence due to a) illness, b) normal vacation, or c) attendance at school or special training or a professional convention or meeting.

d. The CNYSPCA acknowledges and agrees that CNYSPCA and its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

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

f. The CNYSPCA shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges CNYSPCA's independent contractor status, it is agreed that both the County and the CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

h. The CNYSPCA agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### **7. Expenses.**

The CNYSPCA is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses, except for the vehicle provided by the County, as stated in Section 10 below.

#### **8. Training.**

Neither the CNYSPCA, nor its Assistants, shall be required to attend or undergo any training by the County. The CNYSPCA shall be fully responsible for all training necessary to maintain any licenses

or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same

#### **9. Confidential Information.**

a. The parties may be exposed to confidential or proprietary information and materials of the other party including, but not limited to, policies, procedures, rules, financial information, reports, security means and methods, management guidelines, operating manuals, and software, and any similar or other trade secret or confidential information, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, or longer if required by law, except that the parties may use or disclose Confidential Information (i) to its employees and affiliates or others to the extent necessary to render any duty hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (ii) to the extent expressly authorized by either party; (iii) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (iv) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (v) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (vi) as required by order during the course of a judicial or regulatory proceeding, as required by a governmental authority, or as required by law in the sole opinion of the County.

b. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party, except where copies are made pursuant to a requirement to disclose pursuant to law in the sole opinion of the County, or a requirement to disclose as part of a judicial or regulatory proceeding, or as required by a governmental authority.

c. Each party's Confidential Information shall remain the exclusive property of that party. The County's Confidential Information shall be returned by the CNYSPCA to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. The CNYSPCA acknowledges that the County is subject to various legal requirements for record retention, and the CNYSPCA agrees that any Confidential Information disclosed to the County in tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

d. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

e. The CNYSPCA acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), the CNYSPCA shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

#### **10. Vehicle for CNYSPCA Use.**

The County shall provide one (1) vehicle to the CNYSPCA to use during the performance of the Services provided hereunder. The CNYSPCA shall reasonably maintain and care for the vehicle. The County will be responsible for maintenance and repair of the vehicle. The CNYSPCA must immediately contact the County if they experience any issues with the vehicle so the County may proceed with repairs.

## **11. Indemnification.**

To the fullest extent permitted by applicable law, the CNYSPCA shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the County caused by any negligent act or omission, or intentional misconduct of CNYSPCA, its officers, agents, employees (including CNYSPCA's Assistants or other authorized personnel) arising out of or in connection with the exercise by CNYSPCA or any of CNYSPCA's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the County.

## **12. Insurance Requirements.**

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

**i.** Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

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

**B.** The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

**ii.** Workers Compensation and Employers Liability

**A.** Statutory limits apply.

**iii.** Automobile Liability

**A.** Business Auto Liability with limits of at least \$1,000,000 each accident.

**B.** Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

**C.** Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

**iv.** Commercial Umbrella

**A.** Umbrella limits must be at least \$1,000,000.

**B.** Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

**C.** Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

**b.** Waiver of Subrogation. The CNYSPCA waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

**c.** Certificates of Insurance. Prior to the start of any work, the CNYSPCA shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the



Additional Insured Endorsement that is part of the CNYSPCA's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

**13. Governing Law.**

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

**14. Advice of Counsel.**

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

**15. Assignment.**

This Agreement may not be assigned by the CNYSPCA without the prior written consent of the County.

**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 matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Contract Clauses). No waiver, alterations, or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the County and the CNYSPCA have caused this Agreement to be executed as of the date below.

**CNYSPCA**

By: \_\_\_\_\_  
Monica Williams, Interim President

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

**Oneida County**

By: \_\_\_\_\_  
Kevin W. Revere  
Director, Emergency Services

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

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

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

Approved:

\_\_\_\_\_  
Alison Stanulevich, Esq.  
Assistant County Attorney

## ADDENDUM I - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  - b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
    - i. The Contractor certifies that it and its principals:
      - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
      - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
      - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
    - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
  - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

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

Director, Grants Management Bureau, State Office Building  
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

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

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

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

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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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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



7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:

- i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

March 2, 2020

FN 20 20-142

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

HEALTH & HUMAN SERVICES

RE: Re-appointment of Director of Veteran's Services

WAYS & MEANS

Honorable Members:

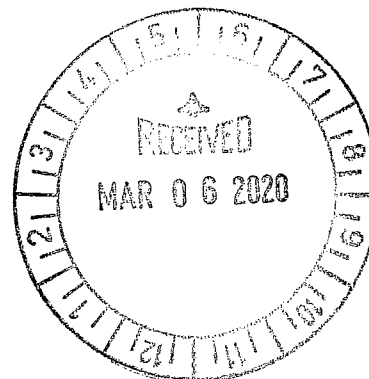
Pursuant to Article III, Section 309, and Article XX, Section 2003, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Joseph Perrone as Director of Veteran's Services.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

cc: Joseph Perrone





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

March 2, 2020

FN 20 20-143

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

RE: Re-appointment of Youth Bureau Director

Honorable Members:

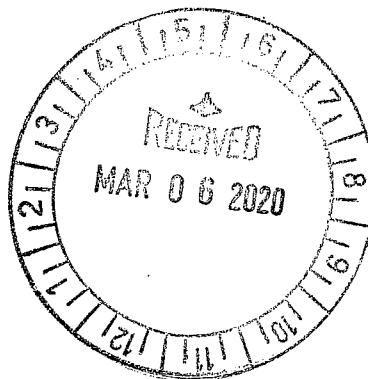
Pursuant to Article III, Section 309, and Article XX, Section 2003, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Kevin M. Green as Youth Bureau Director.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

cc: Kevin M. Green





# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, FACHE  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

FW 20 20-145

January 31, 2020

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

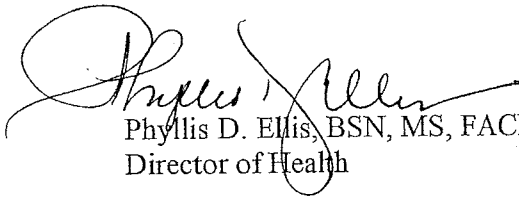
Attached are two (2) copies of an internship Agreement between Oneida County through its Health Department and The University of Maryland School of Nursing to provide students with fieldwork experience at a local health department.

The Agreement will allow students to participate in public health program practical experience. The internship will increase student knowledge and understanding of public health as it affects the residents and visitors of Oneida County.

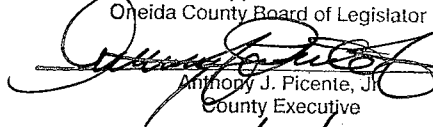
This Agreement will commence on September 1, 2019 and remain in effect until August 31, 2020. There is no expense to the County for this Agreement.

If this meets with your approval, please forward to the Board of Legislators for further action.

Sincerely,

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

Attachments  
CM

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 2/21/20

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5TH FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG. 5TH FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4TH FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057



Oneida Co. Department: Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** University of Maryland School of Nursing  
655 W. Lombard St.  
Baltimore, MD 21201

**Title of Activity or Service:** Nursing Fieldwork experience

**Proposed Dates of Operation:** 09/1/2019 to 08/31/2020

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

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The agreement will allow for students to participate in public health program fieldwork experience
- 2) **Program/Service Objectives and Outcome:** N/A
- 3) **Program Design and Staffing:**

**Total Funding Requested:** This is a no-cost agreement Account # A4010

**Oneida County Dept. Funding Recommendation:** \$0

**Proposed Funding Sources:** This is a no-cost agreement

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

**Past Performance Data:**

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

**UNIVERSITY OF MARYLAND  
SCHOOL OF NURSING**

**AGREEMENT REGARDING EDUCATION PRACTICUM EXPERIENCE**

This Agreement between the University of Maryland, Baltimore, a public university that is part of the University System of Maryland, a public corporation and an instrumentality of the State of Maryland, acting through its academic unit the University of Maryland School of Nursing and Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Health Department is effective during an academic year extending from September 2019 through August 2020. This Agreement will be reviewed at the end of the academic year; modifications or changes may be made at that time. Should either party request termination, such written notice should precede the desired termination date by at least three months.

The University of Maryland School of Nursing ("School") and Oneida County Health Department ("Site") agree as follows:

**Faculty of the University of Maryland School of Nursing will:**

1. Communicate with the Dean/Director concerning plans for teaching student(s) in the educational program(s) made available to the School.
2. Review with the Site's designated liaison the philosophy of the School and the objectives for the practicum experience in question, which may include instruction and supervision of students, preparation and delivery of classes and lectures, grading of students' written assignments, and evaluation of students' clinical competencies.
3. Communicate information concerning student and faculty utilizing certain work areas with detail as to days and hours involved, as mutually agreed upon.
4. Assign student and provide concurrent teaching and supervision of student's practicum.
5. Assure that the faculty who has the function of guiding and supervising student's practicum is a competent practitioner and teacher.
6. Abide by the policies and regulations of the Site.
7. Instruct student(s) in the requirements of the Family Educational Rights and Privacy Act of 1974 (20 USC 31.1232) concerning confidentiality of educational records.
8. Reimburse the Site for the cost to repair or replace, if repair is not possible, equipment damaged or broken as a result of student or faculty use; provided, however, that the School's responsibility is limited to that permitted by law (Maryland Tort Claims Act, SS 12-101 - 12-110, State Government Article, Annotated Code of Maryland) and provided by insurance coverage funded by the State Treasurer for the State of Maryland.

9. Require that students and faculty have \$1,000,000/\$3,000,000 professional liability insurance (under the State of Maryland's blanket policy for its health professions students and faculty) applicable to educational experiences pursuant to programs of the School, and provide a certificate of coverage upon request.

**Oneida County Health Department will:**

1. Allow the student(s) and faculty opportunity for orientation to the Site and the work areas involved.
2. Provide work facilities suitable for fulfillment of objectives of the course in question.
3. Within normal limitations imposed by the institutional setting provide classroom, conference, and office space adequate for student experience.
4. Provide a qualified preceptor to guide the student(s) educational practicum in conjunction with School faculty.
5. Provide first-aid for injuries to student(s) and faculty on the Site's premises (any illness or injury requiring medical attention beyond first-aid becomes the responsibility of the student or faculty member involved).

**Relationship between the University of Maryland School of Nursing and Oneida County Health Department**

1. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the School, any of its students, and Site but is only an Agreement between independent contractors.
2. The University will not seek to hold Oneida County responsible for any claim, loss, damage, cost, or judgment against the School to the extent that such matter relates solely to the performance or non-performance of the responsibilities or obligations of the University or its employees, students, faculty, and agents. Oneida County will not seek to hold the School responsible for any claim, loss, damage, cost, or judgment against Oneida County to the extent that such matter relates solely to the performance or nonperformance of the responsibilities and obligations of Oneida County or its employees or agents.

Date 8/11/2020



Ann Mech, JD, MS, RN  
Director, Legal Affairs

Date \_\_\_\_\_

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

Approved

\_\_\_\_\_  
Maryangela Scalzo  
Assistant County Attorney

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

**Colleen Fahy-Box**  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building 800 Park Avenue Utica, NY 13501

January 21, 2020

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

FN 20 20-145

DEPARTMENT OF HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following purchase of service agreement for review and approval with Cayuga Centers. The Department will contract for one reserved bed in this shelter for youth who are at risk of delinquent behavior or placement in higher levels of care and in need of temporary respite services.

The term of this agreement is for one year from the date of execution. The cost for the term of this agreement will not exceed \$109,500.00, and the local cost to support this effort will not exceed \$32,850.00 or 30.00%.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner

CFB/vlc  
attachment

Reviewed and Approved for submission  
Oneida County Board of Legislators by

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

Date 2-11-20

# 45404

**Oneida Co. Department Social Services**

**Competing Proposal** \_\_\_\_\_

**Only Respondent** \_\_\_\_\_

**Sole Source** X \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Cayuga Home for Children d/b/a Cayuga Centers  
101 Hamilton Avenue  
Auburn, New York 13021

**Title of Activity or Services:** Respite Bed

**Proposed Dates of Operations:** One year beginning on date of execution

**Client Population/Number to be Served:** At risk youth in need of temporary respite Shelter Services.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor's Program will administer and manage a facility at their location. The Contractor will reserve and provide the Department with one (1) respite bed for at risk youth in need of temporary respite Shelter Services to be utilized by Oneida County youth.

**2). Program/Service Objectives and Outcomes -**

The respite bed provides for the local temporary placement of youth who are identified as having the need for temporary respite care to prevent delinquent behavior.

**3). Program Design and Staffing Level -** A facility providing basic care and maintenance which includes shelter, clothing, showers, meals, laundry, and snacks, and support services such as crisis intervention, referral services, therapy and counseling, case management, education support, job training and placement assistance, socialization skills, and family aftercare and reunification services.

**Total Funding Requested: \$109,500.00 per year**

**Oneida County Dept. Funding Recommendation:** Account #: A6119.495

**Mandated or Non-mandated:**

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

<b>FEDERAL</b>	36.5 % -	\$ 39,967.50
<b>STATE</b>	33.5 % -	\$ 36,726.30
<b>COUNTY</b>	30.0 % -	\$ 32,850.00

**Cost Per Client Served:**

**Past performance Served: O.C. Department Staff Comments:**

## AGREEMENT

### FOR THE PURCHASE OF A RESPITE BED THROUGH CAYUGA CENTERS

This Agreement, made this 30 day of JANUARY, 2020 by and between the **County of Oneida**, a municipal corporation organized and existing pursuant to the laws of the State of New York, through its **Department of Social Services** with its offices and principal place of business located at 800 Park Ave, Utica, NY 13501 (hereinafter collectively "the County") and **Cayuga Home for Children**, also known as Cayuga Centers, a foster care agency otherwise authorized by the New York State Office of Children and Family Services (OCFS) (hereinafter "the Contractor"), having its principal office at 101 Hamilton Avenue, Auburn, New York 13021.

WHEREAS, the County through its Department of Social Services, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of the Social Services Law; and

WHEREAS, the Contractor, under the terms of its corporate authority has the power to provide Respite Care as defined in section 529-b of the Executive Law, and the

WHEREAS, the County believes that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Respite Care services;

Now, therefore in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

#### SECTION I - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement is for a period of one (1) year, beginning on the date of execution, unless otherwise terminated pursuant to the terms of this Agreement (hereinafter referred to as the "Term").
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.
3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new Agreement is executed.

#### SECTION II - SCOPE OF SERVICES

1. The Contractor will provide Respite Care services as defined in section 529-b of the Executive Law and according to the standards prescribed by OCFS and as prescribed by federal and New York state laws and regulations, including, but not limited to, Article 6 of the Social Services Law; and 18 NYCRR Parts 427, 428, 430, 431, 441-451.

2. The Contractor warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Contractor further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required periods. The Contractor shall promptly notify the County of any enforcement action taken with respect to such license, approval or certificate and any action the Contractor is taking with respect thereto. The County agrees to thereafter notify OCFS of such enforcement action and Contractor remediation.

3. The Contractor will maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of OCFS in order to provide the services set forth in this Agreement.

4. The Contractor will provide the services described in this Agreement at 202 Franklin Street, Auburn, New York. The Contractor will provide the County with written notification of the location(s) of any additional support services to be provided.

5. The County is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of OCFS and applicable federal requirements. The County is also responsible for the determination of eligibility for federal adoption assistance, state adoption subsidy or kinship guardianship assistance in accordance with applicable federal and state standards.

6. The County is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of OCFS, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

7. STANDARDS SPECIFIC TO "RAISE THE AGE" YOUTH

A. Definitions

1. RAISE THE AGE ("RTA") ACT means the laws enacted by Part WWW of Chapter 59 of the Laws of 2017 that raised the age of criminal responsibility for youth 16 and 17 years of age.

2. RAISE THE AGE ("RTA") YOUTH means a youth who is:

a. adjudicated as a juvenile delinquent under the RTA ACT and placed in accordance with Article 3 of the Family Court Act for committing an act on or after the youth's 16<sup>th</sup> birthday; and

b. placed in the legal custody of the County.



B. The Contractor must comply with the additional standards and requirements set forth in Schedule A of this Agreement.

### SECTION III – REIMBURSEMENT

1. The County shall pay the Contractor the amount of \$109,500.00 during the Term of this Agreement for the satisfactory performance of the Services detailed above. The parties hereto expressly agree that payment for any services provided pursuant to this Agreement will be contingent on the County's continued receipt of applicable state and/or federal funding.
2. The Contractor agrees that payment by the County is contingent upon the Contractor submitting an appropriate claim form, to the person designated by the County certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.
3. The County agrees to pay to the Contractor, on a monthly basis, within 30 days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) of \$300, multiplied by each day of care actually provided by the Contractor for each Public Charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Contractor for reasons other than those set forth in 18 NYCRR 628.3 and as defined by OCFS in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Contractor for the day the child is discharged from foster care.
4. The Contractor shall be solely responsible for procuring, paying for, and maintaining any equipment or supplies necessary or appropriate for the performance of the Services in this Agreement.
5. The Contractor shall provide the County access to any documents, records, software or any other information relevant to the Services upon request of the County. Furthermore, Contractor shall collect, maintain, and submit any other information the County may require the Contractor to obtain and provide.

### SECTION IV - INSURANCE AND INDEMNIFICATION

1. Prior to the execution of this Agreement, The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
    - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001  
or  
a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

- ii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
  - iii. Abuse and Molestation coverage shall be included.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - i. Coverage for review of cases and resulting professional assessment.
  - ii. Coverage for Abuse and Molestation.
- c. Business Automobile Liability (BAL)
  - i. BAL coverage with limits of at least \$1,000,000 each accident.
  - ii. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
  - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- d. Commercial Umbrella
  - i. Umbrella limits must be at least \$5,000,000.
  - ii. Umbrella coverage shall include as additional insureds all entities that are additional insureds on the CGL.
  - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, BAL, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the Contractor, its officers or employees with respect to this Agreement and any of the terms thereof.

#### SECTION V - General Responsibilities of Parties

1. SUBCONTRACTORS/ASSISTANTS The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

a. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without prior written authorization of the County.

b. The Contractor may not make any subcontract or assignment for the performance of this Agreement without the prior written approval of the County. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and state requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Contractor is responsible for the performance of all subcontractor(s).

## 2. RECORD-KEEPING

a. The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by OCFS. The Contractor must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by OCFS. Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, state and/or federal personnel.

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

3. CONFIDENTIALITY. All case-specific information contained in the Contractor's files must be held confidential by the County and the Contractor pursuant to the applicable provisions of the state law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964.

4. REPRESENTATIONS OF PARTIES. The County and Contractor each represent and warrant that this Agreement has been duly authorized, executed, and delivered, and constitute its binding agreement enforceable against it. Each party further represents that it is capable of carrying out the terms of this Agreement.

5. AUTHORITY FOR EXECUTION. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he is signing with full and complete authority to bind the party, on whose behalf s/he is signing, to each and every term of the agreement.

6. LIEN WAIVER. Contractor shall indemnify the County from and against all liens filed in connection with its performance of the Services, including all expenses and attorney's fees incurred in discharging same.

7. FORCE MAJEURE. Notwithstanding any provisions in this Agreement to the contrary, any delay or failure of performance by either party shall not constitute a default under this Agreement, nor give rise to any claim against the non-performing party for damages, to the extent such delay or failure is caused by occurrences beyond the control of the non-performing party.

8. NOTICES. Any and all notices to a party shall be addressed as indicated above or to such other address as may hereafter be designated in writing by either party. Notices to a party shall be effective only if in writing and delivered personally to the party or sent by certified mail, return receipt requested, or sent by any nationally recognized delivery company. An additional copy of any notice to the County shall be sent to the Oneida County Department of Law at the address set forth above.

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

10. SURVIVAL OF PROVISIONS. Where the intent and sense of the provisions so requires, contract provisions shall survive the termination of this Agreement by either party hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

13. NON-DISCRIMINATION. As required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal constitutional, statutory, and regulatory non-discrimination provisions, the Contractor shall 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. Contractor shall provide the Services under this Agreement in such manner as will not violate the provisions of the Civil Rights Act of 1964 or any other applicable State or Federal constitutional, statutory, or regulatory non-discrimination provisions.

14. PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the request of either party, this Agreement shall be amended forthwith to make such insertion.

15. NON-APPROPRIATION OF FUNDS. The County intends to remit to the Contractor all payments and other amounts due under the terms of this Agreement if funds are legally available. In the event that the County is not granted an appropriation of funds at any time during the term of this Agreement for the Services contracted for in this Agreement, and operating funds are not otherwise available to the County to make payments and other amounts due and to become due under this Agreement, there is no other legal procedure or available funds by or with which payment can be made to the Contractor. The Contractor shall have the right to terminate this

Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to the County, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of the aforementioned fiscal period, the Chairman of the Oneida County Legislature shall certify in writing that: (a) funds have not been appropriated for the fiscal period; and (b) the County has exhausted all funds legally available to make payments pursuant to this Agreement. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Agreement and no liability and account thereof shall be incurred by the County beyond the amount of such monies. This Agreement is not a general obligation of the County, neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amounts due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Agreement.

16. SAVINGS CLAUSE. Should any part of this Agreement be held to be invalid or illegal by reason of any existing or subsequently enacted legislation or any decision of a court of competent jurisdiction, it is agreed that such finding shall not affect the remainder of the Agreement and the remaining paragraphs or parts shall remain in full force and, effect.

17. BINDING ON SUCCESSORS. The terms of this Agreement are binding upon the assigns, successors, heirs and representatives of the parties hereto.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date last below written

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

Oneida County: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

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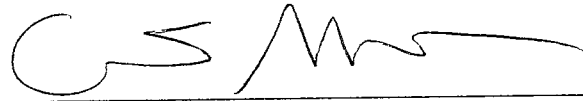
Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Colleen Fahy-Box, Commissioner

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Date: 1/31/2020



Cayuga Home for Children: \_\_\_\_\_

Edward Myers Hayes

President & Chief Executive Officer, Cayuga Centers

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Approved: \_\_\_\_\_

Kimberly A. Kolch, Assistant County Attorney

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APPENDIX A  
NEW YORK STATE CONDITIONS

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

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



for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

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

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### PERSONNEL

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

#### NOTICES

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

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

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### OFFICE SERVICES

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

#### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the



Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

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

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

## REPORTS AND DELIVERABLES

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

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

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

## CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

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

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

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

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

## PATENTS AND INVENTIONS

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

## TERMINATION

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

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

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

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

## FISCAL SANCTION

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

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

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

## ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from



contracting to provide services funded by any federal money.

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

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

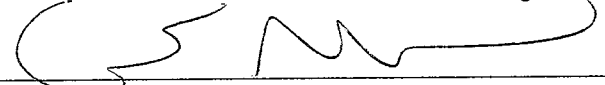
This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver,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

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

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

Cayuga Home For Children dba Cayuga Centers  
NAME OF CONTRACTED AGENCY

Edward Myers Hawk  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

1/30/2020  
DATE

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

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

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

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

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

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

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

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

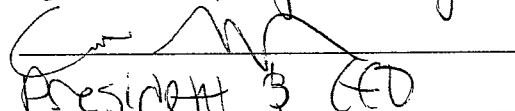
I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

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

Print Name:

Edward Myers Hays

Signature:



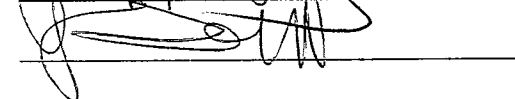
Title:

President & CEO

Date:

1/31/2020

Witness:



**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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



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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

#### 17. AUDIT

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

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

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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



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

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

November 22, 2019

EN 20 FH6

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Services Agreement with the City of Rome through its Police Department provides one Law Enforcement Coordinator specially trained in the Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center as part of the multidisciplinary team and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center was established in 1990 to provide a multidisciplinary approach to the investigation of child sexual abuse and severe physical abuse. The multidisciplinary team is located at the Center with Child Protective Services, medical providers, victim advocates, counseling, law enforcement and the District Attorney's office.

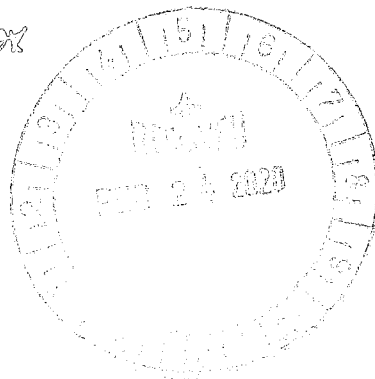
This Agreement is scheduled to become effective January 1, 2020 through December 31, 2020. The total cost is \$125,755.00, of which the Rome Police Department contributes \$ 25,151.00 and the Department of Social Services contributes \$100,604.00, with a local share of \$40,640.00.

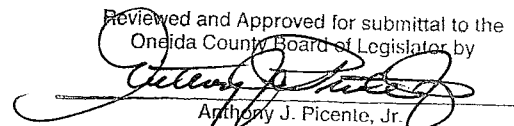
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

  
Colleen Fahy-Box  
Commissioner

CFB/vlc  
Attachment



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 2/21/20

# 18901

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** City of Rome  
198 North Washington Street  
Rome, New York 13440

**Title of Activity or Services:** Child Advocacy Center

**Proposed Dates of Operations:** January 1, 2020 through December 31, 2020

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

A multidisciplinary team will provide on-site law-enforcement, Caseworkers, victim advocacy, scheduled medical examinations, and counseling to child victims of severe abuse or sexual abuse. The contract allows for (1) Police Officer from the Rome Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

**2). Program/Service Objectives and Outcomes -**

The Contractor provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers and counseling and advocacy.
- Provide a coordinated approach in the investigation of sever sexual abuse cases throughout the investigative process to conclusion.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

**3). Program Design and Staffing Level -**

(1) Law Enforcement Coordinator provided by the Rome Police Department

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

2 Part-Time Law Enforcement Coordinators provided by the Oneida County Sheriff's Office  
1 Full-Time Law Enforcement Coordinator provided by the Utica Police Dept.  
1 Child Advocacy Administrator provided by the Sheriff's Office

**Total DSS Funding Requested:**

Total Cost	=	\$ 125,755.00
<b>Department of Social Services</b>		<b>\$ 100,604.00</b>
Rome Police Department support		\$ 25,151.00

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

**Mandated or Non-mandated:** Mandated to have a multidisciplinary team

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

Federal	\$	0.00
State	\$	59,964.00
Department of Social Services	\$	40,640.00
Rome Police Department	\$	25,151.00

**Cost Per Client Served:**

**Past performance Served:** The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2019 total Contract amount was \$119,583.00 with Department support in the amount of \$95,666.40. The Rome Police Department has taken on 20% of the total cost of this contract since 2008.

**O.C. Department Staff Comments:**

## AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "County"); through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "Department"); and The City of Rome, New York, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as the "Contractor").

WHEREAS, the County and the Department have the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

WHEREAS, the County has received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the County and the Department are in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, The Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

### I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2020 through December 31, 2020.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

### II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely to the CAC for forty (40) hours per week.
2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the District Attorney's Office (DA) in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
  - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
    - i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;
    - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
    - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
  - B. Act as a liaison between the CAC, the DA, the Department, and various law enforcement agencies in matters relating to MDT cases:
    - i. Develop and maintain professional, working relationships with all County agencies;
    - ii. Confer with police agencies about the status of criminal investigations of MDT child abuse cases;
    - iii. Confer with the DA regarding the status of MDT case prosecutions; and

- iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.
- C. Keep current on issues relevant to the LEC position and take part in training opportunities when able, at the Contractor's discretion.
- D. Work collaboratively with other CAC staff and MDT members.
- E. Compile and keep current a list of contact information for local police agencies and team members.
- F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.
- G. The Contractor agrees that the police officer assigned to the role of LEC as part of the CAC, shall:
  - i. Investigate allegations of the sexual abuse of children;
  - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
  - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
  - iv. Gather and process evidence on cases assigned to LEC;
  - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
  - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill the duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
  - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.

### III. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the

specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County and the Department. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.

2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County and the Department, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. The Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
3. The Contractor acknowledges and agrees that its Assistants, shall not be eligible for any County employee benefits, including retirement membership credits.
4. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor



and employment requirements, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

5. The Contractor shall indemnify and hold the County harmless from all loss or liability, if any, incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
7. The Contractor agrees to comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### V. EXPENSES

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

#### VI. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County or the Department, except for those specialized trainings which allow the LEC to work in the CAC. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow the LEC to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

#### VII. REIMBURSEMENT

1. The County agrees to reimburse the Contractor monthly upon submission of a County voucher and data to verify claimed expenditures. Certified copies of the assigned LEC's official time sheets will be attached to said vouchers. Any other documentation required by the County to show the actual cost incurred by the Contractor shall be provided.

2. The County shall reimburse the Contractor eighty percent (80%) of the cost for the services of the aforesaid LEC. The total annual cost of the LEC to the Contractor is \$125,755.00. The County shall reimburse the Contractor 80% of the actual costs incurred by the Contractor, and said reimbursement shall not exceed \$100,604.00 for the duration of this Agreement. The remaining cost of the LEC shall be the sole responsibility of the Contractor.
3. Any time spent by the LEC relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the LEC without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the LEC to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the County, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor eighty percent (80%) of the new cost.

#### VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - ii. The County, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including and deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for additional insureds shall include

completed operations.

B. Business Automobile Liability (BAL)

- iii. BAL with limits of at least \$1,000,000 each accident.
- iv. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- v. The County shall be included as an additional insured on the BAL policy. Coverage for additional insured shall be on a primary and non-contributing basis.

C. Professional Law Enforcement Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

D. Commercial Umbrella

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

b. Workers' Compensation and Employer's Liability;

- i. Statutory limits apply.

2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Law Enforcement Liability or Workers' Compensation maintained per requirements stated above.

3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage

afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its Assistants, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its Assistants or failure on the part of the Contractor and its Assistants to comply with any of the covenants, terms or conditions of this Agreement.

#### IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Contractor shall provide all authorized representatives of the County, the Department, and the State or Federal government with full access to all records relating to the Contractor's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

#### X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

#### XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the County shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

#### XII. MISCELLANEOUS

1. The Contractor and the County agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement.
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced,

such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.

4. Said parties, for themselves, their successors and assigns, do hereby agree to the full performance of the covenants contained herein.
5. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
6. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

XIII. ADVICE OF COUNSEL

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

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

\*\*\*\*\*

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

Oneida County: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Richard Ferris, Assistant County Attorney

\*\*\*\*\*

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

Oneida County Department of Social Services: \_\_\_\_\_

Colleen Fahy-Box, Commissioner

\*\*\*\*\*

Date: 2/5/2020

City of Rome: \_\_\_\_\_

Jacqueline M. Izzo, Mayor

\*\*\*\*\*

APPROVED JAN 30 2020

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: 

GERARD F. FEENEY  
CORPORATION COUNSEL

APPENDIX A  
NEW YORK STATE CONDITIONS

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

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



for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\**(e)*: If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977); or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977); and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\**(f)*: The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977); in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

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

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### PERSONNEL

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

#### NOTICES

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

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

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### OFFICE SERVICES

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

#### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the



Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

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

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

## REPORTS AND DELIVERABLES

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

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

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

#### CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

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

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

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

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

#### PATENTS AND INVENTIONS

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

#### TERMINATION

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

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

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

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

## FISCAL SANCTION

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

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

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

## ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from



contracting to provide services funded by any federal money.

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

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

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

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

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

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NAME OF CONTRACTED AGENCY

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

DATE

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

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Witness: \_\_\_\_\_



ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

I. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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



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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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



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

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

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

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



Oneida County

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

Michael J. Romano  
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

November 12, 2019

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

File # 20-147

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Office for the Aging and Continuing Care, and Presbyterian Residential Community, Inc., located at 4300 Middle Settlement Road in New Hartford, New York for your review and approval. If this Agreement meets with your approval, please forward it to the Board of Legislatures for further consideration.

This Agreement is for the provision of Social Adult Day Care Services. This Agreement will continue to provide community based long-term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$79,500.00, with 75% State (\$59,625.00) and 25% County funds (\$19,875.00). This Agreement will commence January 1, 2020 and terminate December 31, 2020.

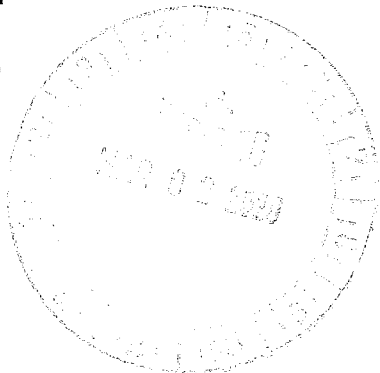
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures



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

Anthony J. Picente, Jr.  
County Executive

Date 2-27-20

Oneida Co. Department: Office for the Aging

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Presbyterian Residential Community, Inc.  
4300 Middle Settlement Road  
New Hartford, New York 13413

**Title of Activity or Service:** Social Adult Day Care

**Proposed Dates of Operation:** January 1, 2020 through December 31, 2020

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

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

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

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

**3) Program Design and Staffing**

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

**Total Funding Requested:** \$79,500.00 **Account #** A6772.495.116

**Oneida County Dept. Funding Recommendation:** \$75.00/day

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

Federal: \$0 State: 75% (\$59,625.00) County: 25% (\$19,875.00)

**Cost Per Client Served:** \$75.00 per client per five hour day

**Past Performance Data:** The Presbyterian Residential Community, Inc. has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

## AGREEMENT

**THIS AGREEMENT** ("Agreement") is by and between **PRESBYTERIAN RESIDENTIAL COMMUNITY, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at at 4300 Middle Settlement Road, New Hartford, New York (hereinafter known as the "**CONTRACTOR**"), and the **COUNTY OF ONEIDA**, a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York (hereinafter collectively known as the "**COUNTY**"); each a "**PARTY**" and collectively the "**PARTIES**."

### WITNESSETH:

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

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

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

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

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

1. **TERM OF AGREEMENT**

The terms and conditions of this Agreement shall commence **January 1, 2020** and terminate **December 31, 2020**.

2. **AGREEMENT RENEWAL**

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for three (3) additional one-year terms.

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

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall provide a Social Adult Day Care Services and Personal Care Assistance Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** or its designated agents. The Consumers served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services in accordance with all state, federal and local laws and regulations that govern such Services.

E. The **CONTRACTOR** agrees that all Consumers shall receive the Services only in accordance with an individualized **written** service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. As specified in State of New York's regulations, all of the **CONTRACTOR'S** personnel, both paid and volunteer, shall attend any and all training necessary to perform the Services.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based services; attendance at relevant local, state, or national training is encouraged.

H. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

4. **PERFORMANCE OF SERVICES**

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

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

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

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services that shall be provided in accordance with the terms and conditions of this Agreement, CSEP regulations, and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** fifteen dollars (\$15.00) per hour for each Consumer for a maximum amount of seventy-five dollars (\$75.00) per day, which shall include the Services, meals, and transportation. A full day of the Services is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty

cents (\$7.50) per half hour when the Consumer is attending less than five (5) hours per day.

C. The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for the performance of the Services described in this Agreement shall not exceed seventy-nine thousand five hundred dollars (\$79,500.00).

D. Reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

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

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

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

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

6. **NO CLAIM FOR DAMAGE**

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

7. **EXPENSES**

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

8. **TRAINING**

The **CONTRACTOR** shall be fully responsible for all training necessary to maintain any licenses or certifications needed by the Assistants to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

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

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

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

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

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in



accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

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

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention; or meeting.

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

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

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

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

12. **STANDARD ASSURANCES**

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

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

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

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

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

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

13. **NYSOFA TERMS AND CONDITIONS**

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

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

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide the Services, shall provide the Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with

their need for such Services, and to meet specific objectives established by the **COUNTY** for providing the Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

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

14. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

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

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending donation letters and collecting Consumer contributions for all Consumers who attend **COUNTY** funded Services. Any contributions received by the **CONTRACTOR** for **COUNTY** funded Consumer will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

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

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

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

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

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

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

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. **INDEMNIFICATION**

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

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

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

17. **INSURANCE COVERAGE REQUIREMENTS**

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

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

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to

communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

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

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

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and the additional insured for the duration of this Agreement and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.

F. Business Automobile Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile

Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

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

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

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

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

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

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



18. **REPORTING REQUIREMENTS**

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

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

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services pursuant to this Agreement; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

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

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

19. **COORDINATION REQUIREMENTS**

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

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

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

20. **AGREEMENT CANCELLATION**

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

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

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

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

21. **ENTIRE AGREEMENT**

A. 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.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES**.

C. 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 the same instrument.

22. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D**.

24. **CHOICE OF LAW/FORUM**

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

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

25. **SUCCESSORS AND ASSIGNS**

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

26. **NON WAIVER**

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

27. **SEVERABILITY**

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

28. **AUTHORITY TO ACT/SIGN**

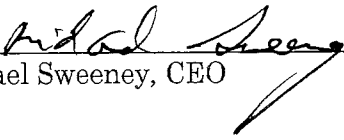
The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have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

29. **ADVICE OF COUNSEL**

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

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

**PRESBYTERIAN RESIDENTIAL COMMUNITY, INC.**

  
\_\_\_\_\_  
Michael Sweeney, CEO

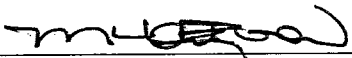
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Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

  
\_\_\_\_\_  
Michael J. Romano, Director

2/20/2020  
\_\_\_\_\_  
Date

**Approved:**

By: \_\_\_\_\_  
Maryangela Scalzo, Assistant County Attorney

\_\_\_\_\_  
Date

## APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
  - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
  - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
  - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
  - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
  - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
  - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
  - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
  - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
  - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
  - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
  - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
  - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
  - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

## **APPENDIX B**

### **Oneida County Office for the Aging Grievance Procedures**

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

#### **Right to File a Grievance**

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

#### **Denial of Service or Client's Dissatisfaction of Service**

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

#### **Grievance Process**

##### **Filing a Grievance**

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

##### **Investigation and Response to a Grievance**

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

##### **Appeal of Initial Response/Decision**

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

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

##### **Record Keeping**

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

##### **Confidentiality**

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



**APPENDIX C**  
Oneida County Office for the Aging  
**Voucher Instructions**  
**for Units of Service Contracts**

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

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

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

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

**10. Technical Assistance:**

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

Susie Perritano, Accounting Supervisor

## APPENDIX D

### STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

5. NON-ASSIGNMENT CLAUSE.

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



assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

## 17. AUDIT

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

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

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Brenda Breen  
Lynarda J. Girmonde  
Patricia Ferrone

## CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

February 26, 2020

FN 20 20-148

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

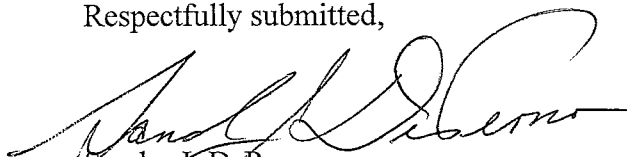
The New York State Legislature recently amended Section 291 of the New York State Real Property Law. This amendment goes into effect on March 11, 2020, and mandates that County Clerks mail a written notice to the property owner of record every time a conveyance of residential real property is recorded.

The amendment authorizes me to collect a reasonable fee to cover the cost of mailing this notice. The New York State Association of County Clerks has determined that a ten dollar (\$10.00) fee is appropriate and shall be uniform across the State.


Therefore, I request your approval, and the Board of Legislators' approval, to charge and collect a ten dollar (\$10.00) fee, for the recording of any conveyance of residential real property in my office.

Thank you for your consideration.

Respectfully submitted,

  
Sandra J. DePerno  
County Clerk

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/3/20



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

March 2, 2020

FN 20 20-149

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

GOVERNMENT OPERATIONS

RE: Re-appointment of Purchasing Director

WAYS & MEANS

Honorable Members:

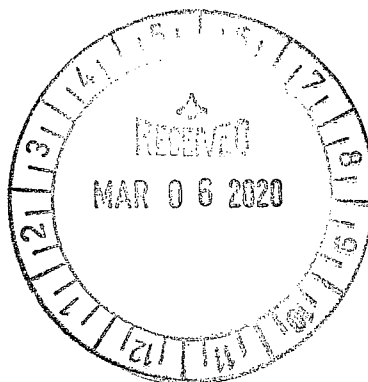
Pursuant to Article III, Section 309, and Article III, Section 306, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Mello J. Testa, Jr. as Purchasing Director.

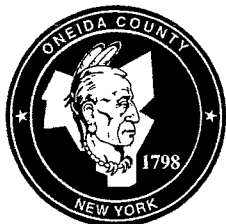
I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

cc: Mello J. Testa, Jr.





**ONEIDA COUNTY  
DEPARTMENT OF MENTAL HEALTH**

120 Airline Street, Suite 200  
Oriskany, NY 13424  
Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
County Executive

ROBIN E. O'BRIEN  
Commissioner

March 9, 2020

FN 20 20-150

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Honorable Members:

The Department of Mental Health was awarded additional funds from New York State Delivery System Reform Incentive Payment (DSRIP Project). The purpose of these funds is to fundamentally restructure the Mental Health Care delivery system by reinvesting in the Medicaid program, with the primary goal of reducing hospital use by twenty-five percent over the five year period.

**There will be no additional cost to the County required in support of this request.**

I therefore request your Board's approval for the following 2020 supplemental appropriations:

TO:

AA# A4310.495147 - Mental Health Administration – DSRIP Expenses ..... \$ 315,567.

These supplemental appropriations will be fully supported by unanticipated revenue in:

RA# A2714 - - - - Miscellaneous Revenue ..... \$315,567.

I also respectfully request to have this legislation acted on by your Board at their next meeting.

Respectfully submitted,

Robin E. O'Brien  
Commissioner of Mental Health

Attach.

CC: County Attorney  
Comptroller  
Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 3/10/20



CNYCC Receipts - A2714 Misc. Revenue - Mental Health - Revenue

2017			
	14,000	Bridge Program payment, 6/29/17.	
	14,315	Advance for signing Phase 2 Partner Agreement.	
	30,392	1st payment for Q 1 or Q end 9/30/17.	
	369	2nd payment for Q 1 or Q end 9/30/17.	
	(18,000)	Expense - Herzel Associates - Inovation Proposal	
2017 Total	<u>41,076</u>		Total Received 2017 59,076

2018			
	21,955	Implementation of group 5 Blood Pressure Measuring and other requirements.	
	13,078	Q end 3/31/18-complete survey and other requirements.	
	(109)	2018 Year end Adjust	
2018 Total	<u>34,924</u>		Total Received 2018 35,033

2019			
	27,480	Phase 3 implementation advance settlement.	
	522	Phase 3 advance repayment for Q end 3/31/19.	
	35,000	Q end 11/19/19-Docment IBM Watson Health-specific consent.	
	10,725	Phase 3 VBP Readiness project.	
	125,800	Q end 11/19/19-Implement IBM Watson Health EPM application. Commit to completion of PHM integration. Attend & participate in 80% of quarterly partner-focused meetings.	
	19,830	Measurement year (7/1/17 - 6/30/18 ) Pay for Performance.	
	50,000	Advance for Phase 4.	
	(30,000)	Expense - Budgeted for 2019	
	210	2019 Budgeted, Not Used.	
2019 Total	<u>239,567</u>		Total Received 2019 269,357

Current Balance	<u>315,567</u>		
Acct A2714 IFM Bal 3/6/2020	315,357		
Acct 495147 IFM Bal 3/6/2020	210	Total Received To Date	363,466.00
	<u>315,567.00</u>	Total Used To Date	(47,899.00)
		Acct Balance 1/3/2020	315,567.00

# Account Audit Trail

March 06, 2020

Audit of selected accounts, for dates from 01/01/19 to 12/31/19 for fiscal year 2019

Fund: A - General Fund  
 Account: A2714 - Miscellaneous Revenue - Mental Health - Revenue  
 Department: 4310 - Mental Health Administration

Date	Type	Journal	Posted	Description	Details	Est. Revenues	Received	Revenue Remaining
01/01/19	Bud	2269906	12/28/18	Fiscal year 2019 Adopted Budgetary Entry for Fund A	1			\$30,000.00
03/31/19	Adj	2302806	04/24/19	Reversing : (defer receipts fr CNY Care Collaborative for 2018 - balances to be expended for programs in 2019 per R O'Brien; sab 4/24/19) - P#: 2187270	2018 2018	\$30,000.00	\$76,000.00	\$30,000.00 \$(46,000.00)
04/26/19	Rec	2304845	04/29/19	2018-19 MENTAL HLTH CNY CARE COLLAB			\$27,479.50	\$(73,479.50)
06/10/19	Rec	2315816	06/14/19	2019 OMH CENTRAL NY CARE COLLABORATIVE			\$522.50	\$(74,002.00)
12/09/19	Rec	2358872	12/10/19	MH-CENTRAL NY CARE COLLABORATIVE			\$241,355.83	\$(315,357.83)
						\$30,000.00	\$0.00	\$(315,357.83)

End of report

# Account Audit Trail

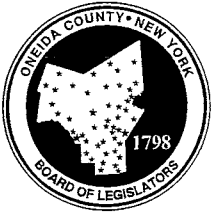
March 06, 2020

Audit of selected accounts, for dates from 01/01/19 to 12/31/19 for fiscal year 2019

Fund: A - General Fund  
 Account: A4310.495147 - DSRIP Project Expenses - Expense  
 Department: 4310 - Mental Health Administration

Date	Type	Journal	Posted	Description	Details	Appropriations	Encumbrance Liquidations	Expensed	Unencumbered Balance
01/01/19	Bud	2269906	12/28/18	Fiscal year 2019 Adopted Budgetary Entry for Fund A	1	\$30,000.00			\$30,000.00
08/22/19	Pay	2333920	08/29/19	Voucher #: 648008. 6/3-6/27/19 MILEAGE	PAVLUS JEANNETTE A - Check #:408056			\$76.68	\$29,923.32
08/22/19	Adj	2334818	08/30/19	to correct coding of voucher #648010 7/2 - 7/22/19 MILEAGE posted to A4310.49517 in error; s/h/b A4310.495147 per R. Nunez; 8/29/19 dsj	2019 1			\$173.88	\$29,749.44
09/17/19	Pay	2338884	09/19/19	Voucher #: 649633. 8/6-8/29/19 MILEAGE	PAVLUS JEANNETTE A - Check #:408897			\$179.63	\$29,569.81
10/09/19	Pay	2346013	10/17/19	Voucher #: 651336. REIMB FOR SUPPLIES	PAVLUS JEANNETTE A - Check #:409820			\$37.93	\$29,531.88
10/16/19	Pay	2347610	10/24/19	Voucher #: 651973. 7/26-10/3/19 MILEAGE	OBRIEN ROBIN - Check #:410142		\$2,648.94	\$800.93	\$28,730.95
11/22/19	Enc	2355946	11/22/19	PO # 84066: Conference Room Furniture Mental Health/OFA	84066 TEKNION LLC		\$10,291.68		\$26,082.01
11/22/19	Enc	2355947	11/22/19	PO # 84067: Conference Room Furniture Mental Health/OFA	84067 KRUEGER INTERNATIONAL INC		\$13,759.66		\$15,790.33
11/22/19	Enc	2355948	11/22/19	PO # 84068: Conference Room Furniture Mental Health/OFA.	84068 ROI OFFICE INTERIORS INC				\$2,030.67
						\$30,000.00	\$26,700.28	\$1,269.05	\$2,030.67

End of report



# 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

Philip M. Sacco  
Minority Leader

March 10, 2020

FN 20-151

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

**READ & FILED**

Honorable Members:

With the passing of Legislator Brian P. Mandryck, R-17, I have made the following adjustments to the Standing Committees:

**Airport Committee**

Stephen DiMaggio

**Public Safety**

Stephen DiMaggio

**Health and Human Services**

Stephen DiMaggio

**Ways & Means**

Keith Schiebel

These changes are effective immediately.

Respectfully submitted,

Gerald J. Fiorini, Chairman  
Board of Legislators