



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 FOR December 22, 2021 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2021-297 . . .	Ways & Means	
2021-298 . . .	Ways & Means	
2021-299 . . .	Public Works, Ways & Means	
2021-300 . . .	Ways & Means	
2021-301 . . .	Government Operations, Ways & Means	
2021-302 . . .	Government Operations, Ways & Means	
2021-303 . . .	Government Operations, Ways & Means	
2021-304 . . .	Health & Human Services, Ways & Means	
2021-305 . . .	Public Works, Ways & Means	
2021-306 . . .	Public Works, Ways & Means	
2021-307 . . .	Public Works, Ways & Means	
2021-308 . . .	Public Works, Ways & Means	
2021-309 . . .	Public Safety, Ways & Means	
2021-310 . . .	Public Safety, Ways & Means	

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1600 Genesee Street, Utica, New York 13502
T 315.733.1224 | F 315.733.2305
ohswa.org

Preserving the environment through integrated recovery and disposal.

November 1, 2021

FN 20 21-297

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

WAYS & MEANS

Dear Chairman Fiorini:

The term of Mr. Harry Hertline on the Board of Directors of the Oneida-Herkimer Solid Waste Authority expires December 31, 2021. I am writing to request and recommend reappointment of Mr. Hertline to the Authority Board for a five-year term (January 1, 2022 – December 31, 2026) pursuant to Title 13-FF Section 2049-cc of New York Public Authorities Law. The Authority Board is appointed by the Herkimer County Legislature (three appointments), the Oneida County Board of Legislators (four appointments), and by the Oneida County Executive (three appointments). As you know, Mr. Hertline’s position is one of the Oneida County Board of Legislators’ appointments.

Harry has served on the Authority Board since its creation in 1988. He has played a vital role in guiding the Authority’s actions to implement the County Solid Waste Laws, County Policies, the Local Solid Waste Management Plan, and successful siting, permitting and operation of all Authority Facilities. As Treasurer, Harry is instrumental in all financial matters of the Authority including the issuance of bonds, preparation of annual operating budgets, stabilization of rates, and the completion of annual independent audits.

Harry continues to be one of the key members of the Authority Board and his reappointment will continue to serve the public and the Board of Legislators.

Sincerely,

William A. Rabbia
Executive Director

WAR/jmt

O:\jodit\AUTHORITY BOARD\AUTH BOARD_Fiorini, Gerald-Reappointment Hertline, Harry_20211101_war.docx

BOARD OF DIRECTORS

Kenneth A. Long <i>Chairman</i>	Harry A. Hertline <i>Treasurer</i>	James M. D’Onofrio	Nancy A. Novak	William A. Rabbia <i>Executive Director</i>
Vincent J. Bono <i>Vice Chairman</i>	Neil C. Angell	James A. Franco	Richard G. Redmond	Jodi M. Tuttle <i>Authority Board Secretary</i>
		Barbara Freeman	James M. Williams	

Find us on



Oneida County Volunteer Firemen's Association Inc
444 Coventry Ave Apt R
Utica NY 13502

November 7, 2021

FN 20 21-298

County Executive Anthony Picente
Oneida County Office Building
800 Park Ave
Utica NY 13501

WAYS & MEANS

Dear Mr. Picente,

At the regular meeting of the Oneida County Volunteer Fireman's Association Board of Directors on October 21, 2021 it was approved to appoint the following members as our representatives to the Oneida County Fire Advisory Board.

The following terms expire in 2023

Hobart "Phil" Dana – Floyd Fire Department
Tom Dwyer-New York Mills Fire Department
Thomas Rothdiener – Oriskany Fire Department

Any questions can be directed to President Marianne Baker at (335) 335-7734 or Kingbake_660@msn.com

Sincerely,

Andy Frank
Secretary - Oneida County Volunteer Firemen's Association

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

Anthony J. Picente, Jr.
County Executive

Date 11/8/21 *AK*

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

November 9, 2021

FN 20 21-299

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

PUBLIC WORKS

WAYS & MEANS

Re: Reallocation of Wastewater Treatment Plant Operator Trainee

Dear County Executive Picente:

In 2019, to become effective January 1, 2020, upon the request of then-Commissioner of Personnel, John P. Talerico, the Board of Legislators reallocated the salary for a series of titles working in our Department of Water Quality and Water Pollution Control to bring them in line with new skills required to operate our upgraded equipment. During an audit of current UPSEU Blue Collar titles and the respective allocations, I have discovered that the title Wastewater Treatment Plant Operator Trainee was left out of the request by Mr. Talerico, and subsequent resolution of the Board of Legislators. I can only assume this omission was inadvertent, as the title below and above it were reallocated. The result of this omission is that the allocation chain amongst these titles is no longer appropriate.

In 2019, the title Junior Wastewater Treatment Plant Operator was reallocated from Grade 15B to Grade 22B, and the title Wastewater Treatment Plant Operator was reallocated from Grade 19B to Grade 27B. The title Wastewater Treatment Plant Operator Trainee, which falls in between the aforementioned titles, was and remains allocated at Grade 17B. It is my opinion that it should be allocated at this time at Grade 25B to maintain the proper chain in these allocations. As such, I am recommending that the title Wastewater Treatment Plant Operator Trainee be reallocated from Grade 17B with a starting salary of \$31,149 to Grade 25B with a starting salary of \$40,996, effective immediately.

If you concur, I respectfully request that you submit this request to the Board for consideration.

Very truly yours,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: Karl E. Schrantz, PE

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

Anthony J. Picente, Jr.
County Executive

Date 11/9/21

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

MEMO

TO: Anthony J. Picente, Jr. *Tony*
County Executive

FROM: Joseph J. Timpano *JT*
Comptroller

DATE: 11/10/2021

RE: Close-out of Completed Capital Projects

FN 20 21-300

WAYS & MEANS

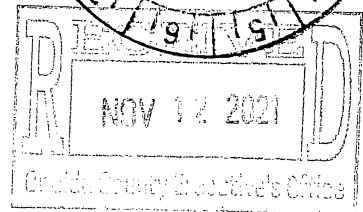
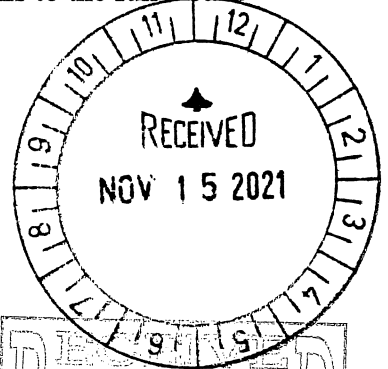
Through our efforts, we were able to identify for closure **16** capital projects. Please see attached list. These **16** projects have a combined total of **\$140,226.13** in unused, unspent funds. Of this total **\$139,854.63** applies to General Fund Debt, while the remaining **\$371.50** is applicable to Sewer Fund Debt. Upon approval of the board to commence closure, all **\$140,226.13** will be transferred to our Debt Service Funds for payment of bonds. This transaction reduces the burden on our General and Sewer Funds by decreasing the amount of money needed to be transferred to their respective Debt Service Funds. Thus, this helps us maintain a stable tax levy and sewer fee.

During my term in office, including this request, my office has closed out **226** capital projects, while using **4,970,092.17** of surplus funds to help pay down bonded debt.

Subsequent to your review and approval, would you please forward this to the full Board of Legislators for their adoption at their **December 22, 2021** meeting.

As always, thank you for your support and consideration.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Yuriy Rybalkin, Auditor II



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 11-15-21

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

MEMO

TO: Joseph J. Timpano
Comptroller

FROM: Yuriy Rybalkin
Auditor II

DATE: 11/9/2021

RE: Recommendations for Capital Projects to be closed 2022

After approvals from Mark Laramie, Edward Arcuri and Karl Schrantz, the following 16 projects have been identified for closure. The remaining excess revenue amounts will be transferred to their respective debt service funds upon board approval.

2022 Capital Project Closures

Account	Project	Balance
H273	OC TAX MAP DIGITIZATION	\$4,320.98
H313	ENVIRONMENTAL FACILITIES PHASE 2	\$3,624.56
H399	OC BUSINESS PARK INFRASTRUCTURE IMPROVEMENTS	\$2,248.15
H478	DPW - CONST/MAIN/SNOW EQUIP PHASE 4	\$27,036.53
H496	SECURITY SYSTEM IMPROVEMENTS	\$4,708.51
H536	CS - CONTINUITY OF OPERATIONS INFRASTRUCTURE	\$7,595.96
H563	SHERIFF - 2017 SLETPP GRANT	\$0.00
H564	GRIFFISS - AIRPORT OBSTRUCTION REMOVAL	-\$8,137.05
H568	GRIFFISS - ESD GRANT UAS TESTSITE	\$97.70
H575	CS - SHERIFF CORE & LAN UPGRADE	\$1,685.49
H584	SHERIFF - 2018 SLEPPT GRANT	\$0.00
H586	EMER SERV - DHS FY 2017 HAZMAT	\$0.00
H589	GRIFFISS - BLDG 101 PHASE II	\$71,814.10
H606	GRIFFISS - BLDG 101 PHASE I	\$24,859.70

2022 Capital Sewer Project Closures

HG487	NY EDAP FLOW MONITORING EQUIPMENT	\$371.50
HG559	NYSDEC SMART COMMUNITIES GRANT	\$0.00
Total of Closed Projects to be transferred to Debt Service fund		\$140,226.13



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

November 10, 2021

FN 20 21-301

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

RE: Interfund Advances

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Chairman Fiorini:

In December of 2020, in response to the effects of the COVID-19 pandemic on the County and how we do business, I requested that the Board of Legislators authorize the Commissioner of Finance to make advances of money from the County's various funds so the County could meet its financial obligations. In response to my request the Board adopted resolution 370. Resolution 370 provided that the authorization for the Commissioner of Finance to make advances of money should expire on December 31, 2021

While every attempt was made in the 2022 Budget to adequately anticipate the financial necessities in the coming year, the pandemic continues to rage and the economic indicators reflect discomfort with its effects. It may be necessary to move money between funds in 2022, and accordingly, prudent to provide for that possibility.

In light of this continued uncertainty, and the need to effectuate transfers that may not coincide with the Board's schedule, I am again requesting that the Commissioner of Finance be authorized to make those temporary transfers between County funds that are necessary to meet our financial obligations. No expenditures would be made that have not already been approved by the Board. This would simply be a cash flow management device.

If you should have any questions, I am available, as are the Commissioner of Finance and the County Attorney. Thank you for your consideration.

Very truly yours,

Anthony J. Picente, Jr.

cc: Anthony Carvelli



ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
 Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.
 County Executive

CHUCK KLEIN
 Director

October 27, 2021

FN 20 21-302

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente,

Oneida County Information Technology utilizes ComSource, Inc. as one of two vendors for technical consulting services, critical skill augmentation and equipment purchases under a Master Service Agreement. For these services, a Master Service Agreement (MSA) is beneficial as it provides an established contract so that specific projects and equipment can be swiftly procured and expedited where necessary.

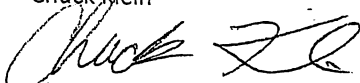
Information Technology will continue to operate using a Statement of Work (SOW) for each project. The SOWs will clearly define the scope of each project, the timelines and deliverables. This agreement will have a life of two years. It will establish all of the legal terms and conditions required by Oneida County, thereby providing assurance that Information Technology will be safeguarded, and that contract details will be consistent for the life of the agreement.

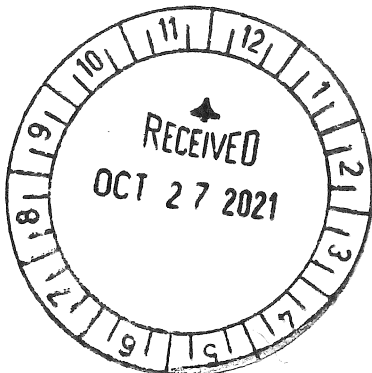
The original agreement was for a three year initial term, with up to two one year renewals. The contractual relationship with ComSource has been so positive and beneficial to the county, that we would like to exercise both one year renewals at this time. The extended agreement would then run from October 15, 2021 through October 15, 2023.

If you approve, I would respectfully ask that you demonstrate your approval by endorsing this letter, and forwarding the same (with enclosures) to the Board of Legislators at their next scheduled meeting.

Respectfully submitted,

Chuck Klein


 Director of Information Technology



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


 Anthony J. Picente, Jr.
 County Executive

Date 10-27-21

Oneida Co. Department: Information Technology

Competing Proposal Yes
Only Respondent Yes
Sole Source RFP No
Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: ComSource, Inc.
500 Plum St, Suite 400
Syracuse NY 13204

Title of Activity or Service: Master Service Agreement

Proposed Dates of Operation: Upon Execution – Two (2) years

Client Population/Number to be Served: All Oneida County Users

Summary Statements:

1. **Narrative Destination of proposed service:** Technical consulting, equipment purchase
2. **Program service objectives / outcomes:** N/A.
3. **Program Design and Staffing:** N/A

Total Funding Requested Minimum of \$100,000.00

Account # 1610.493

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served: N/A

Mandated / Not Mandated: Not Mandated

Past Performance Data: ComSource has been instrumental with timely equipment, replacements and purchases. They also provide a higher level of network engineering support as needed.

O.C. Department Staff Comments: Recommend contract renewal based on positive past procurement and support services.

Contract No. 68944

Amendment No. 1

Effective Date _____

Amendment

This Amendment modifies the Information Technology Master Services Agreement (the "Original Agreement"), entered into on the 16th day of October, 2018, between the County of Oneida (the "County"), and Comsource, Inc., (the "Vendor"), as follows:

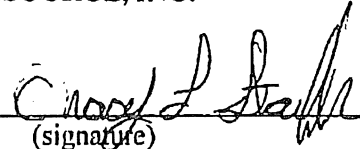
1. **Change in Services:** None
2. **Change in Term:** The term of the Original Agreement shall be extended from October 15, 2021 through October 15, 2023.

All other terms and conditions in the Original Agreement remain unchanged.

COUNTY OF ONEIDA

COMSOURCE, INC.

By: _____
(signature)

By: 
(signature)

Name: **Anthony J. Picente, Jr.**

Name: **Tracy Stauffer**

Title: **Oncida County Executive**

Title: **Chief Executive Officer**

Date: _____

Date: 10/26/2021

Approved

Robert E. Pronteau

August 31, 2021 | 12:13 pm

COVID-19 Vaccines

On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more.

[DETAILS >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: COMSOURCE, INC.	DOS ID: 1333991
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: -	ENTITY STATUS: Active
DATE OF INITIAL DOS FILING: 03/14/1989	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/14/1989	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: Onondaga	NEXT STATEMENT DUE DATE: 03/31/2023
JURISDICTION: New York, United States	NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: COMSOURCE, INC.

Address: 500 PLUM ST., SUITE 400, SYRACUSE, NY, United States, 13204

Chief Executive Officer's Name and Address

Name: DENISE HANLON

Address: 500 PLUM ST., SUITE 400, SYRACUSE, NY, United States, 13204

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2021

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).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302	CONTACT NAME: Maria DeLorenzo	
	PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: mdelorenzo@marshallsterling.com	
INSURED Comsource, Inc. 500 Plum Street, Suite 400 Syracuse NY 13204-1401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Underwriters Ins. Co.	30104
	INSURER B: Hartford Accident & Indemnity	22357
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2192007946 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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		01SBAAH4Z18	09/22/2021	09/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01UECFG8836	09/22/2021	09/22/2022	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			01SBAAH4Z18	09/22/2021	09/22/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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	N/A	01WBCAH4YTC	09/22/2021	09/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

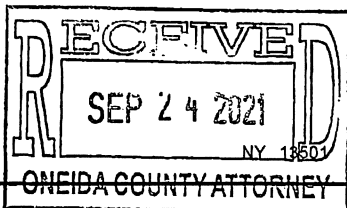
Certificate holder is provided additional insured status if required by written contract per endorsement SL3032(1018).

CERTIFICATE HOLDER

CANCELLATION

Oneida County
800 Park Avenue

Utica



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

[Signature]

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ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

October 26, 2021

FN 20 21-303

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Mr. Picente:

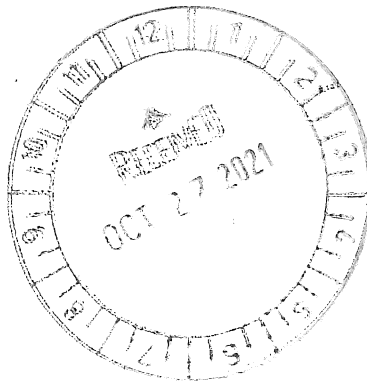
Enclosed, please find a proposed resolution regarding the semi-annual report on *Mortgage Tax Receipts*.

Please submit this to the Board of Legislators for their full approval at their meeting in December 2021.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance



AC/ty

Enclosure

Cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 10-26-21

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 21-304

November 9, 2021

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Assistant Director of Clinic Services

Dear County Executive Picente:

Enclosed is correspondence from Dr. Gilmore, Director of health, and the job specification for the title of Assistant Director of Clinic Services. I have added this title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 35M, Step 2, with a starting salary of \$54,637. I am not requesting that a position be created at this time, only that the salary be set, as the department intends to reclassify a vacant position.

The Health Department has expressed the need to have this position in light of the evolving role of the Health Clinic in COVID-19 vaccination efforts, including the recent approval of pediatric vaccination, and the strain that has placed on the other regular operations of the Health Clinic. Gilmore believes that a restructuring of the supervisory staffing structure of the Health Clinic is necessary to effectively and efficiently meet all demands it faces.

If you concur, I respectfully request that you submit this request to the Board of Legislators and ask that they set the salary for the title Assistant Director of Clinic Services at Grade 35M, Step 2, with a starting salary of \$54,637.

Very truly yours,

A handwritten signature in black ink, appearing to read "Amanda L. Cortese-Kolasz".

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosures

cc: Daniel W. Gilmore, Ph.D., MPH

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 11/9/21



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

November 3, 2021

Amanda Lynn Cortese-Kolasz
Interim Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

RE: Request to create position of Assistant Director of Clinical Services
Grade 35 M

Dear Commissioner Cortese-Kolasz:

The Clinical Services Division of the Oneida County Health Department has served at the forefront in protecting the residents of Oneida County during the COVID-19 global pandemic for nearly two years.

Education and prevention efforts evolved over time and initially focused on education, case investigation, and contact tracing. Once a vaccine was developed, these efforts continued as staff, with assistance from all County departments, embarked on a mass vaccination effort by establishing and utilizing temporary and mobile PODs throughout the County.

The Clinic Services Division continued to administer vaccines at a reduced level once the need for mass vaccinations subsided. At that time, programs (e.g., childhood immunizations) placed on pause or operating at a reduced level were resumed.

The commencement of booster vaccine efforts and, more recently pediatric vaccination efforts have necessitated a restructuring of supervisory staffing levels in the Clinical Services Division. To fully complete this effort, I am requesting the creation of the position for an Assistant Director of Clinical Services.

Please feel free to contact me with any questions or concerns.

Sincerely Yours,

Daniel W. Gilmore, Ph.D., MPH
Director of Health

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

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted:

ASSISTANT DIRECTOR OF CLINIC SERVICES

DISTINGUISHING FEATURES OF THE CLASS: This is an administrative position in the Oneida County Health Department which involves responsibility assisting the Director of Clinic Services in directing, planning and monitoring all aspects of administration of medical services of the public health clinic. The work is performed under the general supervision of the Director of Clinic Services with leeway allowed for the exercise of independent judgment in carrying out the details of the work. This employee also acts for the Director of Clinic Services in his/her absence. Supervision is exercised over the work of professional and clerical employees. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Plans and supervises work in the clinic and community based health services and preventive health programs delivered through the clinic;
Assists Director of Clinic Services in the operation of diagnostic and treatment clinics and services;
Provides direction and decisions in response to staff requests for information, policy interpretation, and appropriate procedures;
Assists in the formulation of policies and procedures for the Clinic consistent with the guidelines and regulations to ensure effective management;
Assists in the monitoring and evaluation of various program components and recommends improvements, policies or procedures for more effective performance;
Provides direct supervision to nursing staff and coordinates activities of nursing staff;
Provides training to all clinic staff regarding communicable disease, tuberculosis, sexually transmitted diseases, Hepatitis, Perinatal B and immunizations;
Coordinates the Clinic's safety and risk management practices;
Coordinates the provision of services;
Attends meetings, conferences, and training seminars to keep abreast of developments in public health and health promotion;
Establishes and maintains effective working relationships with community, professionals and public agencies to coordinate provision of services in assigned program areas.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of health administration; thorough knowledge of principles and practices and terminology of health administration; good knowledge of principles and practices involved in community health programs; good knowledge of state and federal regulations affecting community health care; good knowledge of health economics; ability to plan and supervise the work of others; ability to express oneself clearly both orally and in writing; ability to establish and maintain an effective working relationships with the public and employees; ability to prepare complex written records and reports; initiative and resourcefulness; physical condition commensurate with the demands of the position.

ASSISTANT DIRECTOR OF CLINIC SERVICES

continued...
page two

MINIMUM QUALIFICATIONS: Candidates must meet minimum qualifications at time of application.

Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's degree in nursing or related field **AND** two (2) years of management experience in a healthcare setting; one (1) years of which shall have been in a supervisory capacity; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in nursing or related field, **AND** three (3) years of management experience in a healthcare setting; two (2) years of which shall have been in a supervisory capacity; **OR**
- (C) Graduation from a Nursing education Program, **AND** current licensure as a Registered Nurse, **AND** four (4) years of management experience in a healthcare setting; three (3) years of which shall have been in a supervisory capacity

NOTE: Verifiable part-time experience as stated above will be prorated toward meeting full-time experience requirements.

SPECIAL REQUIREMENTS: Certain assignments made to employees in this class will require access to transportation to meet field work requirements in a timely and efficient manner.

Adopted: 11/5/2021
Revised:

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

FN 20 21-305

PUBLIC WORKS
WAYS & MEANS

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

October 28, 2021

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

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

Anthony J. Picente, Jr.
County Executive

Date 10-28-21

Re: Additional Titles to the Classification System - Senior Wastewater Treatment Plant Instrumentation Technician, Wastewater Treatment Plant Instrumentation Technician, and Senior Wastewater Treatment Plant Electrician

Dear County Executive Picente:

Attached for your review and approval is correspondence from Karl Schrantz, Commissioner of Water Quality and Water Pollution Control, requesting the addition of the titles Senior Wastewater Treatment Plant Instrumentation Technician, Wastewater Treatment Plant Instrumentation Technician, and Senior Wastewater Treatment Plant Electrician to the Oneida County Classification Plan. Also attached are the job specifications for each title that outline the responsibilities and duties for these positions.

The Commissioner of Water Quality and Water Pollution Control has expressed the need for these titles as a result of the upgrades and improvements to the wastewater facilities. I recommend the salary for Senior Wastewater Treatment Plant Instrumentation Technician be set at Grade 32B, step 2, starting at \$52,017. I recommend the salary for Wastewater Treatment Plant Instrumentation Technician be set at Grade 24B, Step 2, starting at \$39,529. Last, I recommend the salary for Senior Wastewater Treatment Plant Electrician be set at Grade 32B, step 2, starting at \$52,017.

I am not requesting that any positions be created at this time, only that the titles and be added to the Oneida County Classification Plan.

If you concur, please forward this letter to the Board of Legislators and ask that they set the salaries for the positions as detailed herein.

Sincerely,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: Karl Schrantz, Commissioner of Water Quality and Water Pollution Control
Peter M. Rayhill, County Attorney
Thomas B. Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date _____

Enclosures



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

MARK E. LARAMIE, P.E.
 Commissioner

October 13, 2021

FN 20 21-306

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The enclosed contract amendment with Lochner Engineering procures additional engineering services needed for reconstruction of the Marcy-SUNY IT Parkway in the Town of Marcy. The level of effort required to obtain necessary environmental permitting and unexpected hazardous materials testing exceeded the original scope of work. This is primarily due to regulation changes that were enacted subsequent to the original contact execution and discovery of an old "farm dump" within the project limits. In addition, construction phase services must be secured and the contract end date will now be extended to December 31, 2022.

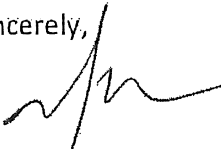
On June 16, 2021, the Oneida County Board of Acquisition and Contract approved Change Order No. 3 to the contract with Lochner Engineering to complete the aforementioned work items for an additional fee of \$38,590.00. The revised maximum amount payable (MAP) would be \$548,949.00 with funding provided thru Capital Project H-618.

Original MAP	\$48,839.00	(Schematic Design)
Change Order No. 1	\$441,161.00	(Plans & Specifications)
Change Order No. 2	\$20,359.00	(Additional Title Search & Soil Borings)
Proposed Change Order No. 3	\$38,590.00	(Add. Envir. Svcs. & Construction Phase Svcs.)
<u>Proposed MAP</u>	<u>\$548,949.00</u>	

Please review the enclosed contract amendment and if acceptable forward to the Oneida County Board of Legislators for consideration at their November 10, 2021 meeting.

Thank you for your continued support.

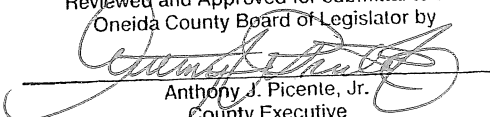
Sincerely,


 Mark E. Laramie, P.E.
 Commissioner

Enclosures



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


 Anthony J. Picente, Jr.
 County Executive

Date 10-25-21

Oneida Co. Department: Public Works

Competing Proposal X
Only Respondent
Sole Source RFP
Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

Lochner Engineering, P.C.
181 Genesee Street
Utica, NY 13501

Title of Activity or Service:

Professional Consulting Services for
Reconstruction of Marcy-SUNY IT Parkway-CO#3

Proposed Dates of Operation:

Start on Execution - 12/31/2022

Client Population/Number to be Served:

N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed change order with Lochner Engineering procures additional engineering services needed for reconstruction of the Marcy-SUNY IT Parkway in the Town of Marcy. The level of effort required to obtain necessary environmental permitting and unexpected hazardous materials testing exceeded the original scope of work. This is primarily due to regulation changes that were enacted subsequent to the original contact execution and discovery of an old "farm dump" within the project limits. In addition, construction phase services must be secured and the end date will now be December 31, 2022.

On June 16, 2021, the Oneida County Board of Acquisition and Contract approved Change Order No. 3 to the contract with Lochner Engineering to complete the aforementioned work items for an additional fee of \$38,590.00. The revised maximum amount payable (MAP) would be \$548,949.00.

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

3) Funding

Account #: H-618
Total Funding Requested: \$548,949.00
Oneida County Dept. Funding Recommendation: \$548,949.00

Proposed Funding Sources

Federal: \$0.00
New York State: \$0.00
Oneida County: \$548,949.00

Past Performance Data: N/A

Mandated / Not Mandated: Not Mandated

O.C. Department Staff Comments:

Contract No. 102721

Change Order No. 3

Effective Date June 16, 2021

CHANGE ORDER

This Change Order modifies the Agreement entered into on the 16th day of June 2021, between Oneida County ("County") and Lochner Engineering, P.C., ("Contractor"), as follows:

1. **Change in Services:**

Additional engineering services and related environmental work will be provided as per the information attached hereto and incorporated herein as Attachment A.

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

The contract end date will be changed to December 31, 2022.

3. **Change in Contractor's Compensation:**

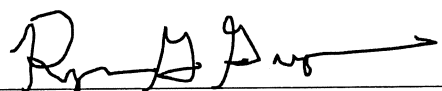
The maximum amount payable shall be increased from \$510,359.00 to \$548,949.00.

All other terms and conditions remain unchanged.

County

Contractor

Anthony J. Picente, Jr.
Oneida County Executive



Ryan G. Gargan
Vice President

Date

Date October 21, 2021

Approved

Robert E. Pronteau
Assistant County Attorney

SA03 Exhibit B
Reconstruction of Marcy-SUNY IT Parkway in the Town of Marcy, Oneida County NY

This is a contract amendment to the initial contract between Oneida County and Lochner Engineering, PC for design services related to the reconstruction of the Marcy-SUNY IT Parkway from approximately 1100 feet southwest of Hazard Road to Mulaney Road. This amendment contains the scope and associated fee exhibits that are required to complete the design services and develop contract bid documents for the roadway improvements.

1.7. Cost and Progress Reporting

- 1.7.1. For the duration of this contract, the Consultant will prepare and submit to the Sponsor on a ~~monthly~~ biweekly basis a Progress Report in a format approved by the Sponsor. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the Sponsor, this task will not be performed during the suspension period.)

Section 4. Environmental

4.2 SEQRA Classification

- 4.2.3 *ORIGINAL TEXT: In support of the DAD, EDR will classify the project under the State Environmental Quality Review Act (SEQR) based on project characteristics and potential environmental impacts. Based on an initial review of project information, EDR anticipates that the project will be classified as an Unlisted Action under SEQR. If this classification is confirmed, EDR will prepare a Short Environmental Assessment Form (SEAF) and assist with the Determination of Significance. EDR will summarize the findings of the SEQR process in the DAD.*

- 4.2.3.1 EDR will lead a coordinated review to establish the lead agency in the SEQR process. As part of a coordinated review, EDR will distribute the letters establishing the County's intent to be the lead agency (PDF and hard copies) to interested and involved agencies on the County's behalf and assist in providing responses to comments. This task will involve coordinating responses to NYSDEC requests for additional information, and any other coordination needed during the permit review process.

4.4 Screenings and Preliminary Investigations

- 4.4.6.4 Hazardous Waste – OSPA will perform a site assessment of properties or locations identified by the screening process as having a reasonable probability of containing hazardous wastes or contaminated materials. The results of this investigation will be the identification of the type(s) of contaminant(s) present and the extent of contamination, and an assessment of the impact on the project. OSPA will prepare a Hazardous Waste/Contaminated Materials Site Investigation Memo, if required. The memo should:
- Describe the sampling and testing
 - Include all results
 - Include a map showing sampling locations, types and concentration of contaminants at each sampling point, and background concentration data.
 - Discuss contaminant concentrations within the existing or proposed right-of-way.
 - Assess the environmental risk of the project and each alternative regarding potential release or increased mobility of contaminants and risks for workers.
 - Discuss whether further testing would be required for the disposition of material (such as construction and demolition material, nonhazardous solid waste, hazardous waste, etc.).

4.6 Permits and Approvals

- 4.6.2 *ORIGINAL TEXT: EDR will prepare a Joint Application for Permit including a description of the proposed Project; a description of the Project Site, including on-site water resources; an assessment of potential impacts associated with the Project, including impact avoidance and minimization measures to be employed; an alternatives analysis; and a discussion of any potential mitigation measure, if needed. It is assumed that all plans and details necessary to calculate wetland impacts and to include in the permit application (clearing plans, trench details, etc.) will be provided by Lochner in a digital format (pdf and AutoCAD or Microstation). Following Lochner's review and approval, EDR will submit the permit application to the agencies. Along with preparation and submittal of the permit application, work of this task will also involve coordinating responses to any agency requests for additional information, preparation of responses to agency questions and comments, and other coordination needed during the permit review process. This task does not anticipate a lengthy or complicated permitting process and does not include development of mitigation plans/specifications.*
- 4.6.2.1 EDR will assist Lochner in determining what is needed for permit drawings and assist in determining how impacts should be computed, participating in 5 additional meetings, beyond those originally scoped for the project. EDR will review the plans and impacts each time there is a design revision prior to submitting the permit, conducting up to 10 sets of review and revision to assist with the lengthy and complicated design process.
- 4.6.2.2 EDR will complete a Pre-Filing Meeting Request process with the NYSDEC for individual 401 Water Quality Certification, contrary to the original scope assumption that the project would fall under a blanket Water Quality Certification (WQC). Furthermore, the need to undergo the Pre-Filing Meeting Request process for Individual WQC reflects a new requirement established by the NYSDEC that came into effect in September 2020, resulting in a change of scope of EDR's executed agreement. The additional effort associated with this new requirement is outlined on NYSDEC's WQC webpage (<https://www.dec.ny.gov/permits/6546.html>):
- To comply with United States Environmental Protection Agency rules, effective September 11, 2020 concerning Water Quality Certifications, a pre-filing meeting request must be sent to DEC at least 30 days prior to applying. The request can be completed by using the pre-filing meeting request form (PDF), which must be sent along with the supporting attachments to the appropriate DEC Regional Permit Administrator.
- Requirements for a WQC application include the Joint Application Form (PDF), the WQC-1 Form Supplement (PDF), and additional materials as appropriate. For more information, please see Environmental Permits Forms and Requirements.
- 4.6.2.3 EDR will lead the effort in publishing a Notice of Complete Application for the Section 401 Water Quality Certification. This effort is associated with the unanticipated Individual WQC, and includes review and comment on the Notice Provided by NYSDEC, as well as coordination with the agency to correct any errors.
- 4.6.2.4 EDR staff will coordinate, prepare for, and participate in a site visit with NYSDEC and USACE personnel in order to review and discuss the wetland and stream delineation effort, as well as the Joint Application for Permit, including potential impacts.
- 4.6.2.5 In addition to responding to agency questions and requests for additional information, follow-up to the site visit will include unanticipated coordination with Lochner on clarification and changes to project design, resulting in substantive revisions to the Joint Application.
- 4.6.4 Lochner will prepare and submit a Floodplain Permit for the Town of Marcy. EDR will assist Lochner in

preparing any necessary graphics. One meeting between Lochner and EDR and some coordination with the Town of Marcy is assumed. (*Original Section 10.1.5.1 assumed only 3 permits will be required. The Town of Marcy Floodplain permit is the fourth permit.*)

Section 8. Construction Support

- 8.1. *ORIGINAL TEXT: 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.*

Section 10. Estimating Assumptions

10.1.2 Section 1 General

- 10.1.1.1. Estimate ~~twenty (20)~~ twenty-six (26) additional cost and progress reporting periods will occur during the life of this Agreement.

10.1.5 Section 4

10.1.5.4. The following assumptions are provided for the Hazardous Materials Screening:

- 10.1.5.4.1. A file review at the NYSDEC will not be required during this phase of the investigation.
- 10.1.5.4.2. Title abstracts will not be required or reviewed.
- 10.1.5.4.3. ~~No sampling or analysis of suspect contaminated media will be required during this phase of the investigation.~~ Estimate 2 surface soil samples will be required.
- 10.1.5.4.4. ~~A site investigation work plan or a sampling and analysis plan will not be required during this phase of the investigation.~~ Hazardous waste investigation is limited to sampling and testing of surface soils. Remediation design is not included and would be accomplished by supplemental agreement.

- 10.1.9. *ORIGINAL TEXT: Construction Support will include but not be limited to:*

NEW TEXT: Construction Support is assumed to occur over two construction seasons. It will include but not be limited to:

Exhibit A, Page 1
Salary Schedule
Lochner Engineering, P.C.
Reconstruction of Edic Road in the Town of Marcy
Oneida County Department of Public Works
Oneida County
June 3, 2021

JOB TITLE	ASCE (A) OR NICET (N)	Average Hourly Rates		OVERTIME CATEGORY
	GRADE	Present 10/2020	Projected 10/2021	
Managing Engineer	VII (A)	\$90.00	\$90.00	A
Sr Engr/Scientist II	VI (A)	\$90.00	\$90.00	B
Sr Engr/Scientist I	V (A)	\$71.43	\$73.57	B
Project Engineer/Scientist	IV (A)	\$67.18	\$69.20	B
Engineer/Scientist III	III (A)	\$47.28	\$48.70	B
Engineer/Scientist	II/I (A)	\$40.57	\$41.79	B
Senior Technician	IV (N)	\$53.17	\$54.77	C
Technician III	III (N)	\$32.32	\$33.29	C
Technician II	II (N)	\$37.52	\$38.65	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in E of the original agreement.

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 3
Staffing Table

Lochner Engineering, P.C.
Reconstruction of Edic Road in the Town of Marcy
Oneida County Department of Public Works
Oneida County
June 3, 2021

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section									Total Hours	* Projected Rate 2020	* Projected Rate 2021	Direct Technical Labor
		1	2	3	4	5	6	7	8					
Managing Engineer	VII (A)	0	0	0	0	0	0	0	0	0	0	\$90.00	\$90.00	\$0.00
Sr Engr/Scientist II	VI (A)	3	0	0	8	0	0	0	0	0	31	90.00	90.00	\$2,790.00
Sr Engr/Scientist I	V (A)	0	0	0	0	0	0	0	0	0	0	71.43	73.57	\$0.00
Project Engineer/Scientist	IV (A)	6	0	0	20	0	0	0	0	40	66	67.18	69.20	\$4,433.88
Engineer/Scientist III	III (A)	0	0	0	0	0	0	0	0	0	0	47.28	48.70	\$0.00
Engineer/Scientist	III/ I (A)	0	0	0	0	0	0	0	0	0	0	40.57	41.79	\$0.00
Senior Technician	IV (N)	0	0	0	0	0	0	0	0	24	24	53.17	54.77	\$1,276.08
Technician III	III (N)	0	0	0	0	0	0	0	0	0	0	32.32	33.29	\$0.00
Technician II	II (N)	0	0	0	0	0	0	0	0	24	24	37.52	38.65	\$900.48
		9	0	0	28	0	0	0	0	108	145			\$9,400.44

* Pricing developed based on the assumption the work will be completed by June 30, 2021. ROW acquisitions may dictate that a longer design period may be required. Lochner's annual salary adjustment typically take affect on July 1. If work extends beyond June 30, 2021, the projected rates for 2021 in this exhibit will be valid and billed through June 30, 2022.

Exhibit A, Page 2
 Design Task Breakdown
 Lochner Engineering, P.C.
 Reconstruction of Edic Road in the Town of Marcy
 Oneida County Department of Public Works
 Oneida County
 June 3, 2021

SCOPE ITEM	Professional							Technical					Total Manhours
	SE II	SE I	PE	ENG	ENG	ENG	ENG	Tech 4	Tech 3	Tech 2	Tech 1	TT	
	VII	VI	V	IV	III	II/I	IV	III	II	I	N/A		
Section 1													
General													
1.05													0
1.06													0
1.07		3		6									9
1.10													0
General Totals													9
Section 2													
Data Collection & Analysis													
2.01.A													0
2.01.D													0
2.01.E													0
2.02													0
2.03													0
2.04													0
2.05													0
2.06													0
2.07													0
2.08													0
2.11													0
Data Collection & Analysis Totals													0
Section 3													
Preliminary Design													
3.01													0
3.02													0
3.02.A.1													0
3.02.A.2													0
3.02.A.3													0
3.02.A.4													0
3.02.B													0
3.03													0
3.04													0
3.05													0
3.06													0
3.07													0
Preliminary Design Totals													0
Section 4													
Environmental													

SCOPE ITEM	Professional										Technical					Total Manhours		
	SE II	SE I	PE	ENG	ENG	ENG	ENG	II/I	IV	V	VI	SE I	Tech 2	Tech 3	Tech 4		Tech 1	TT
	VII	VI	V	IV	III	II/I	II	I	I	N/A								
4.01																		0
4.02																		0
4.03																		0
4.04		2		4														6
4.05		6		16														0
4.06		8	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	22
Environmental Totals																		
Section 5 Right of Way Survey & Mapping																		
5.01																		0
5.02																		0
5.03																		0
5.04																		0
5.05																		0
5.06																		0
5.07																		0
5.08																		0
5.09																		0
Survey & Mapping Totals																		
Section 6 Detailed Design																		
6.02																		0
6.02.01																		0
6.02.02																		0
6.02.03																		0
6.02.04																		0
6.02.05																		0
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6.02.15																		0
6.02.16																		0
6.02.17																		0
6.02.18																		0
6.02.19																		0
6.02.20																		0
6.03.01																		0
6.03.02																		0
6.03.03																		0
6.03.04																		0
6.03.05																		0

SCOPE ITEM	Professional										Technical					Total Manhours	
	SE II	SE I	PE	ENG	ENG	ENG	ENG	II/I	IV	V	VI	Tech 4	Tech 3	Tech 2	Tech 1		IT
	VII	VI	V	IV	III	II/I	IV	V	VI	IV	III	II	I	N/A			
6.03.06 Last Minute Revisions																	0
D. 6.04 Cost Estimating																	0
6.05 Utility Coordination																	0
6.08 Electronic Information Transmittal																	0
Detailed Design Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Design Phase	0	11	0	26	0	0	0	0	0	0	0	0	0	0	0	0	37
Construction Phase																	
E. 7.01 Advertisement/Pre-Construction Meet																	0
7.02 Bid Opening																	0
7.03 Review Bids & Award																	0
																	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
E. 8.01 Construction Office Support				40								24					108
				40								24					108
Subtotal	0	20	0	40	0	0	0	0	0	0	0	24	0	0	0	0	208
E. 9.01 Construction Inspection																	0
9.02 Inspection																	0
9.07 Record Drawings																	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Construction Phase	0	20	0	40	0	0	0	0	0	0	0	24	0	24	0	0	108
Total	0	31	0	66	0	0	0	0	0	0	24	0	24	0	0	0	145

Exhibit A, Page 4
Estimate of Direct Non- Salary Cost
Lochner Engineering, P.C.
Reconstruction of Edic Road in the Town of Marcy
Oneida County Department of Public Works
Oneida County
June 3, 2021

1. Travel, Lodging and Subsistence

<u>Trips to :</u>							
Site	0	trips with	15.00	miles per trip @	\$0.580	per mile =	\$0.00
Oneida County DPW	0	trips with	20	miles per trip @	\$0.580	per mile =	\$0.00
							\$0.00
Tolls	0	trips @	\$ -	per trip =			\$0.00
TOTAL TRAVEL, LODGING, & SUBSISTENCE							\$0.00

2. Reproduction, Drawings & Report

8-1/2 x 11 B/W Copies (Specifications)	0	sets	40	sheets/set	\$0.10	each sheet	\$0.00
11 x 17 B/W Copies (Plans)	0	sets	50	sheets/set	\$0.15	each sheet	\$0.00
8-1/2 x 11 B/W Copies (Reports)	0	sets	50	sheets/set	\$0.10	each sheet	\$0.00
11 x 17 B/W Copies (Report Dwgs)	0	sets	30	sheets/set	\$0.10	each sheet	\$0.00
Boards for Public Meeting							\$0.00
TOTAL REPRODUCTION, DRAWING & REPORT							\$0.00

TOTAL DIRECT NON - SALARY COST \$0.00

3. Subcontractor Cost

Geotechnical - Borings and Foundation Recommendation for Culvert and Retaining walls (Estimated)	\$0.00
TOTAL SUBCONTRACTOR COSTS	\$0.00

Exhibit A, Page 5
Summary
Lochner Engineering, P.C.
Reconstruction of Edic Road in the Town of Marcy
Oneida County Department of Public Works
Oneida County
June 3, 2021

Item IA, Direct Technical Salaries (estimated) subject to audit	\$9,400
Item IB, Direct Technical Salaries Premium Portion of overtime (estimated) of overtime subject to audit	\$0
Item II, Direct Non-Salary Cost (estimated) Expenses	\$0
Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (RK Hite)	\$0
Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (Environmental Design & Research)	\$10,000
Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (Prudent Engineering)	\$0
Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (OSPA Engineering Services)	\$1,944
Item II, Direct Non-Salary Cost (estimated) Sub-Contractor Cost (Geotechnical)	\$0
Item III, Overhead (estimated) subject to audit @ 155%	\$14,571
Item II Fixed Fee - 8%	\$1,918
<hr/>	
Total Estimated Cost	\$37,833
Contingency	\$757
TOTAL FEE	\$38,590
<hr/>	

Marcy-SUNY IT Roadway Reconstruction Project
Town of Marcy, Oneida County
Project No. 11612

Exhibit B, Page 6
Salary Schedule

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

JOB TITLE	ASCE (A) NICET(N) Grade	Average Hourly Rates		Maximum Hourly Rates			Overtime Category
		Present Feb-21	Projected Apr-22	Present 2021	Projected 2022	Projected 2023	
Principal-in-Charge	VIII	\$74.28	\$76.51	\$74.28	\$76.51	\$78.81	A
Principal Engineer	VII	\$82.40	\$84.87	\$82.40	\$84.87	\$87.42	A
Associate Principal	VI	\$59.42	\$61.20	\$59.42	\$61.20	\$63.04	A
Director of Engineering	VI	\$63.76	\$65.67	\$63.76	\$65.67	\$67.64	A
Senior Designing Engineer	VI	\$46.49	\$47.89	\$47.67	\$49.10	\$50.57	A
Senior Project Manager	VI	\$63.65	\$65.56	\$63.65	\$65.56	\$67.53	A
Senior Structural Engineer	V	\$43.01	\$44.30	\$43.01	\$44.30	\$45.63	A
Design Engineer	IV	\$33.99	\$35.01	\$33.99	\$35.01	\$36.06	A
Project Manager	IV	\$40.60	\$41.82	\$42.13	\$43.39	\$44.69	A
Senior Designing Engineer	IV	\$36.01	\$37.09	\$36.01	\$37.09	\$38.20	A
Senior Project Engineer	IV	\$35.76	\$36.83	\$35.76	\$36.83	\$37.94	A
Senior Project Representative	IV	\$35.02	\$36.07	\$35.02	\$36.07	\$37.15	A
Design Engineer	III	\$31.09	\$32.02	\$31.09	\$32.02	\$32.98	A
Project Engineer	III	\$32.14	\$33.10	\$32.14	\$33.10	\$34.09	A
Design Engineer	II/I	\$28.13	\$28.97	\$30.90	\$31.83	\$32.78	A
Senior CAD Designer	II/I	\$27.04	\$27.85	\$27.04	\$27.85	\$28.68	A
Archaeologist	N/A	\$18.70	\$19.27	\$22.93	\$23.62	\$24.32	A
Area Service Leader	N/A	\$66.90	\$68.91	\$66.95	\$68.96	\$71.03	A
Associate Principal	N/A	\$59.42	\$61.20	\$59.42	\$61.20	\$63.04	A
Construction Inspector	N/A	\$33.99	\$35.01	\$33.99	\$35.01	\$36.06	A
Cultural Resource Specialist	N/A	\$22.50	\$23.17	\$22.50	\$23.17	\$23.87	A
Environmental Specialist	N/A	\$21.91	\$22.57	\$23.97	\$24.69	\$25.43	A
GIS Specialist	N/A	\$25.29	\$26.05	\$28.59	\$29.45	\$30.33	C
GIS Technician	N/A	\$22.29	\$22.96	\$22.29	\$22.96	\$23.65	A
Landscape Architect	N/A	\$29.94	\$30.84	\$32.57	\$33.55	\$34.55	A
Landscape Designer	N/A	\$24.28	\$25.01	\$26.07	\$26.85	\$27.66	A
Planner	N/A	\$25.22	\$25.98	\$29.72	\$30.61	\$31.53	A
Principal-in-Charge	N/A	\$68.88	\$70.94	\$81.71	\$84.16	\$86.69	A
Project Archaeologist	N/A	\$29.85	\$30.74	\$31.45	\$32.39	\$33.36	A
Project Architectural Historian	N/A	\$27.12	\$27.93	\$28.84	\$29.71	\$30.60	A
Project Manager	N/A	\$36.49	\$37.59	\$40.86	\$42.09	\$43.35	A
Senior CAD Designer	N/A	\$24.74	\$25.48	\$24.74	\$25.48	\$26.25	A
Senior Environmental Specialist	N/A	\$30.88	\$31.81	\$37.70	\$38.83	\$39.99	A
Senior GIS Analyst	N/A	\$34.90	\$35.94	\$36.40	\$37.49	\$38.62	A
Senior Landscape Architect	N/A	\$37.35	\$38.47	\$40.28	\$41.49	\$42.74	A
Senior Planner	N/A	\$29.72	\$30.61	\$29.72	\$30.61	\$31.53	A
Senior Project Manager	N/A	\$45.65	\$47.02	\$54.47	\$56.10	\$57.78	A
Senior Visualization Specialist	N/A	\$42.10	\$43.36	\$42.10	\$43.36	\$44.66	A
Staff Cultural Resource Analyst	N/A	\$16.48	\$16.97	\$16.48	\$16.97	\$17.48	A
Technical Typist	N/A	\$36.32	\$37.41	\$36.60	\$37.69	\$38.82	A
Visualization Specialist	N/A	\$24.26	\$24.98	\$22.95	\$22.95	\$23.64	A

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

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

Marcy-SUNY IT Roadway Reconstruction Project
Town of Marcy, Oneida County
Project No. 11612

Exhibit B, Page 7
Staffing Table

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

Job Title	ASCE (A) NICET (N) Grade	Tasks					Total Hours	Projected Hourly Rate	Direct Technical Labor
		4.2 SEQRA Classification	4.6 Permits and Approvals	XX	XX	XX			
Principal-in-Charge	VIII						0	\$76.51	\$0.00
Principal Engineer	VII						0	\$84.87	\$0.00
Associate Principal	VI						0	\$61.20	\$0.00
Director of Engineering	VI						0	\$65.67	\$0.00
Senior Designing Engineer	VI						0	\$49.10	\$0.00
Senior Project Manager	VI						0	\$65.56	\$0.00
Senior Structural Engineer	V						0	\$44.30	\$0.00
Design Engineer	IV						0	\$35.01	\$0.00
Project Manager	IV						0	\$43.39	\$0.00
Senior Designing Engineer	IV						0	\$37.09	\$0.00
Senior Project Engineer	IV						0	\$36.83	\$0.00
Senior Project Representative	IV						0	\$36.07	\$0.00
Design Engineer	III						0	\$32.02	\$0.00
Project Engineer	III						0	\$33.10	\$0.00
Design Engineer	II/I						0	\$31.83	\$0.00
Senior CAD Designer	II/I						0	\$27.85	\$0.00
Archaeologist	N/A						0	\$23.62	\$0.00
Area Service Leader	N/A						0	\$68.96	\$0.00
Associate Principal	N/A						0	\$61.20	\$0.00
Construction Inspector	N/A						0	\$35.01	\$0.00
Cultural Resource Specialist	N/A						0	\$23.17	\$0.00
Environmental Specialist	N/A	6					6	\$24.69	\$148.12
GIS Specialist	N/A	4					4	\$29.45	\$117.80
GIS Technician	N/A						0	\$22.96	\$0.00
Landscape Architect	N/A						0	\$33.55	\$0.00
Landscape Designer	N/A						0	\$26.85	\$0.00
Planner	N/A						0	\$30.61	\$0.00
Principal-in-Charge	N/A	2					0	\$84.16	\$0.00
Project Archaeologist	N/A						0	\$32.39	\$0.00
Project Architectural Historian	N/A						0	\$29.71	\$0.00
Project Manager	N/A	6	24				30	\$42.09	\$1,262.58
Senior CAD Designer	N/A						0	\$25.48	\$0.00
Senior Environmental Specialist	N/A	16	40				56	\$38.83	\$2,174.42
Senior GIS Analyst	N/A						0	\$37.49	\$0.00
Senior Landscape Architect	N/A						0	\$41.49	\$0.00
Senior Planner	N/A						0	\$30.61	\$0.00
Senior Project Manager	N/A						0	\$56.10	\$0.00
Senior Visualization Specialist	N/A						0	\$43.36	\$0.00
Staff Cultural Resource Analyst	N/A						0	\$16.97	\$0.00
Technical Typist	N/A						0	\$37.69	\$0.00
Visualization Specialist	N/A						0	\$22.95	\$0.00
Totals		24	76	0	0	0	96		\$3,702.92

Marcy-SUNY IT Roadway Reconstruction Project
Town of Marcy, Oneida County
Project No. 11612

Exhibit B, Page 8
Direct Non-Salary Costs

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

1. Lodging, Sustenance & Travel

Lodging	Nights @	\$105	Per Night for	Persons	\$0		
Meal Allowance	Lunches @	\$55	Per Day for	Persons	\$0		
Mileage							
	2	Trips @	112 Miles per trip	224	0.56	\$125	
		Trips @	5 Miles per trip	0	0.56	\$0	
		Trips @	5 Miles per trip	0	0.56	\$0	
		Trips @	5 Miles per trip	0	0.56	\$0	
		Trips @	5 Miles per trip	0	0.56	\$0	
		Trips @	5 Miles per trip	0	0.56	\$0	
				<u>224</u> Miles	0.56	=	<u>\$125</u>
					Subtotal		\$125

2. In House Reproduction

	Size	Sheets	Each		
				\$	-
GPS Unit for Wetland Delineation			\$ 75	\$	-
				Subtotal	\$0

.56/2021 Mileage IRS rate

Total Direct Non Salary Costs: \$125.44

Marcy-SUNY IT Roadway Reconstruction Project
Town of Marcy, Oneida County
Project No. 11612

Exhibit B, Page 9
Summary

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit	\$3,703
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non-Salary Cost (estimated) subject to audit	\$125
Item III, Overhead (estimated) subject to audit (140%)	\$5,184
Item IV, Fixed Fee 11.0%	\$978
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<hr/> \$9,990
Maximum Amount Payable (MAP)	<hr/> \$10,000

Exhibit B, Page
Salary Schedule

Reconstruction of Edic Road
Town of Marcy
Oneida County
OSPA Engineering Services, PC

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT 1/1/2021	MAXIMUM HOURLY PROJECTED 7/1/2021	OVERTIME CATEGORY
Principal of Firm	IX (A)	\$50.00	\$55.00	A
Project Manager	VII (A)	\$40.00	\$44.30	A
Engineer II	II (N)	\$24.25	\$25.00	B
Technician III	III (N)	\$26.00	\$27.50	B
Technician II	II (N)	\$22.05	\$22.80	B

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in the original agreement.

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 B, Page
Staffing Table

Reconstruction of Edic Road
Town of Marcy
Oneida County
OSPA Engineering Services, PC

JOB TITLE	ASCE (A) OR NICET (N) GRADE	4.04	TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Principal of Firm	IX (A)		0	\$50.00	\$0.00
Project Manager	VII (A)	2	2	\$40.00	\$80.00
Engineer II	II (N)		0	\$24.25	\$0.00
Technician III	III (N)		0	\$26.00	\$0.00
Technician II	II (N)	16	16	\$22.05	\$352.80
			18		\$432.80

4.04 Detailed Studies and Analysis

Exhibit B, Page
Estimate of Direct Non-salary Cost

Reconstruction of Edic Road
Town of Marcy
Oneida County
OSPA Engineering Services, PC

1	Soils Analysis	(assume two samples)	\$700.00		
2	PID Rental		\$300.00		
			<u>\$1,000.00</u>		
				Sub Total	\$1,000.00
				Total	\$ 1,000.00

Exhibit B, Page
Summary

Reconstruction of Edic Road
Town of Marcy
Oneida County
OSPA Engineering Services, PC

Item IA, Direct Technical Salaries (estimated) Subject to audit	\$433
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimated)	\$0.00
Item IIA, Expendable Direct Non Salary Cost (estimated) subject to audit	\$1,000
Item IIB, Nonexpendable Direct Non-Salary Cost (estimated) Subject to audit	\$0
Item III, Overhead (estimated 95% Combined) subject to audit	\$411
Item IV, Fixed Fee (negotiated)	\$100
Item IIC, Direct Non-salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<hr/> \$1,944 <hr/> <hr/>



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

November 12, 2021

FN 20 21-307

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In 2011, Oneida County contracted with Bonacci Architects to prepare plans and specifications for reconstruction of the Oneida County Office Building parking garage.

Preliminary designs showed that a new loading dock/freight receiving entrance, separate from the parking garage, was necessary to successfully complete reconstruction of the parking garage. Therefore, in 2013-2014 the loading dock/freight receiving area on Charlotte Street was constructed.

Preliminary designs also showed that the waterproofing system below the plaza deck, waterproofing membrane below the B1/B2 garage entrance area, and all subterranean structural joints between the County Office Building structure and the parking garage would have to be replaced or repaired before reconstruction of the parking garage could begin. Therefore, in 2018 Oneida County contracted with Bonacci Architects to prepare plans and specifications for waterproofing system replacement and structural joint repairs. In 2019, Oneida County awarded a construction contract to Murnane Building Contractors for this work, but because of delays caused by the COVID-19 Pandemic, work will not begin until the spring of 2022.

In June 2021, test cuts and limited removal of the concrete deck on the B1 level of the Oneida County Office Building Parking Garage revealed significant deterioration of the concrete deck and supporting concrete superstructure. A majority of the B1 level was immediately closed and must remain closed until reconstructed. Areas of B1 that remain open will continue to deteriorate and will most likely be closed in the near future.

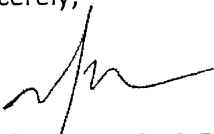
Reconstruction of the parking garage should be completed as soon as possible to preserve overall integrity of the structure and restore use of all areas. Bonacci Architects is the most qualified consultant for this project and through past projects has already completed a significant amount of work required to prepare plans and specifications. On November 3, 2021, the Oneida County Board of Acquisition and Contract approved a proposal from Bonacci Architects in the amount of \$126,000.00, plus reimbursable expenses for asbestos abatement monitoring and on-site project monitoring, to prepare plans and specifications of the Oneida County Office Building parking garage reconstruction.

Original Fee:	\$110,520.00	
Amendment No. 1 Fee:	\$33,250.00	(Park Ave. Canopy Enclosure)
Amendment No. 2 Fee:	\$6,995.00	(Structural Evaluation)
Proposed Amendment No. 3 Fee:	\$126,000.00	(Parking Garage Reconstruction)
Proposed Total Fee:	\$276,765.00	

If you agree with this proposal, please forward Change Order No. 3 to Contract No. 86501 to the Oneida County Board of Legislators for approval.

Thank you for your consideration.

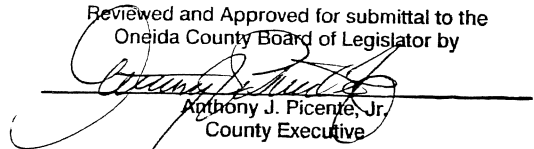
Sincerely,



Mark E. Laramie, P.E.
Commissioner

Enclosures

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



Anthony J. Picerno, Jr.
County Executive

Date 11-16-21

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Bonacci Architects, PLLC 110 Fulton Street Utica, NY 13501
Title of Activity of Service:	Professional Consulting Services Oneida County Office Building Parking Garage Rehabilitation Parking Garage Reconstruction – CO#3
Proposed Dates of Operation:	Start on Execution – 12/31/2022
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is Change Order No. 3 to an agreement for professional consulting services with Bonacci Architects.

In June 2021, test cuts and limited removal of the concrete deck on the B1 level of the Oneida County Office Building Parking Garage revealed significant deterioration of the concrete deck and supporting concrete superstructure. New York State Building Code mandated an immediate structural evaluation and closure of the B1 level until the evaluation was complete. Under the current contract, Bonacci Architects performed the above test cuts and provided the report showing areas that must be permanently closed and areas that could remain in use.

On November 3, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects for the asbestos abatement monitoring and on-site project monitoring, and to prepare plans and specifications of the Oneida County Office Building parking garage reconstruction in the amount of \$126,000.00. The previously amended fee was \$150,765.00, bringing the new total amount to \$276,765.00.

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

3) Program Design and Staffing: N/A

4)Funding	Account #:	H-454
	Total Funding Requested:	\$276,765.00
	Oneida County Dept. Funding Recommendation:	\$276,765.00
Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$276,765.00
	Other:	\$0.00

Past Performance Data: N/A
Mandated / Not Mandated: Mandated
O.C. Department Staff Comments: None



AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
2019 COB Plaza Deck Reconstruction

AGREEMENT INFORMATION:
Date: 2019-02-27

AMENDMENT INFORMATION:
Amendment Number: 003
Date: November 3, 2021

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

ARCHITECT: *(name and address)*
Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number 315.797.8666
Fax Number 315.735.3605

The Owner and Architect amend the Agreement as follows:

In June 2021, test cuts and limited removal of the concrete deck on the B1 level of the Oneida County Office Building Parking Garage revealed significant deterioration of the concrete deck and supporting concrete superstructure. New York State Building Code mandated an immediate structural evaluation and closure of the B1 level until the evaluation was complete. Under the current contract, Bonacci Architects performed the above test cuts and provided the report showing areas that must be permanently closed and areas that could remain in use.

Bonacci Architects submitted a proposal for the asbestos abatement monitoring and on-site project monitoring, and to prepare plans and specifications of the Oneida County Office Building parking garage reconstruction in the amount of \$126,000.00, attached hereto and incorporated herein.

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

Compensation Adjustment:


The maximum amount payable shall be increased from \$150,765.00 to \$276,765.00.

Schedule Adjustment:

There is no change in the timeline.

SIGNATURES:

Bonacci Architects, PLLC
ARCHITECT *(Firm name)*



SIGNATURE

David J. Bonacci, AIA
Principal

PRINTED NAME AND TITLE

11.16.2021
DATE

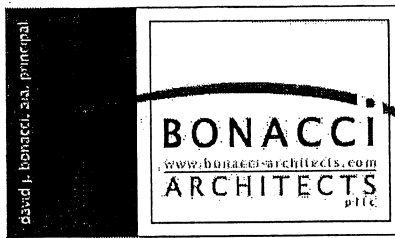
Oneida County
OWNER: *(Firm name)*

SIGNATURE

Anthony J. Picente, Jr.
Oneida County Executive

PRINTED NAME AND TITLE

DATE



November 1, 2021

Mr. Mark Laramie
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

Re: REVISED PROPOSAL (for requested additional services)
Superseding previous proposals
Plaza Deck Reconstruction Oneida COB Garage Structure
Oneida County Bid Reference Number:
BA 18001.03

Dear Mr. Laramie:

- As requested Bonacci Architects is proposing the fee for professional services to include:
The work that we believe is needed and included in this proposal includes the designs, bidding documents, assistance in bidding, and construction administration for the following work at the Oneida County Office Building:
1. **Repairs to the B1 level of the parking garage**
 - 1.1. Removal (abatement if necessary) of plaster ceiling beneath steel structure of the building's first floor above, and over the parking garage portion of the B1 level.
 - 1.2. Abatement of ACM containing fireproofing beneath steel structure of the building's first floor above, and over the parking garage portion of the B1 level.
 - 1.3. Provision of new replacement fireproofing and new ceiling.
 - 1.4. Remove the existing concrete topping over the structural concrete slab..
 - 1.5. Removal of deteriorated portions of structural slabs and concrete joists and concrete beams
 - 1.6. Repair/replacement/patching portions of structural slabs concrete joists and concrete beams (including reinforcing bars).
 - 1.7. Replacement of Concrete Topping
 - 1.8. Waterproofing coating for the new and existing concrete topping
 - 1.9. Remove existing fire protection (sprinklers) system from the B1 level of the Parking Garage. Install a new fire protection system within the B1 level of the Parking Garage.
 - 1.10. Removal and replacements of Electrical Power Systems and lighting within the B1 level. .
 - 1.11. Remove all portions of the existing fire alarm system that monitor and notify the B1 level of the Parking Garage, and replace with new fire alarm system compatible with the rest of the building's current fire alarm system
 - 1.12. Removal and replacement of upward acting sectional steel door for the B1 level.
 - 1.13. **Replacement of handrails around the floor opening for the ramp down to the B2 level. .**
 - 1.14. **Preparation and repainting of floors, walls, and ceiling.**
 2. **Repairs to the B2 level of the parking garage**
 - 2.1. Removal (abatement if necessary) of plaster ceiling beneath steel structure portion of the building's B1 above and over the parking garage portion of the B2 level.
 - 2.2. Abatement of ACM containing fireproofing beneath steel structure of the building's B1 level above, and over the parking garage portion of the B2 level.
 - 2.3. Provision of new fireproofing and new ceiling.

formerly FULIGNI•FRAGOLA/ARCHITECTS p.l.l.c

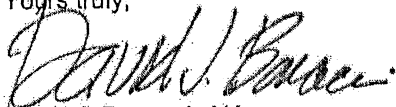
- 2.4. Remove all existing concrete slab on grade from the B2 level of the Parking Garage. Install new concrete slab on grade. Repair/replacement/patching portions of structural slabs concrete joists and concrete beams that may be supporting the B2 level.
- 2.5. Waterproof coating for new slab on grade..
- 2.6. Remove all portions of the existing fire protection (sprinklers) system for the B2 level of the Parking Garage, and replace with new fire protection system compatible with the rest of the building's current fire protection system.
- 2.7. Remove and replace all Electrical Power systems and Lighting Systems within the B2 level of the Garage. Remove and replace all Fire Alarm and communication systems within the B2 level of the garage.
- 2.8. Removal and replacements of upward acting sectional steel door for the B2 level.
- 2.9. **Replacement of underslab drainage piping within the area of the garage slab on grade replacement.**
- 2.10. **Preparation and repainting of floors, walls, and ceiling.**

The previous assessment of the const of construction was an "order of magnitude" increase of the original predesign statement of probable cost. A more itemized assessment of the cost of construction is approximately, \$ 2,556,000.

We propose to perform the above design work within the next 18 months for a fee of \$ 126,000

3. This proposal does NOT include:
 - 3.1. Bonacci Architects and our consultants' expenses incurred during the investigation services performed by Murnane and Lupini Construction.
 - 3.2. Time and Material Expenses incurred by Murnane and Lupini Construction during the investigation services performed by them within the Garage.
 - 3.3. Testing for Asbestos Containing Materials.
 - 3.4. Project Monitoring during Abatement work. (J.B. Evans & Sons has agreed to hold the rates contained in the original Owner Architect Agreement for the current Plaza Reconstruction Project (BA project #: 19007.01)
 - 3.5. Testing conducted during the Abatement Project Monitoring.
 - 3.6. Special Inspections and Testing required by the New York State Building Code.
 - 3.7. Onsite daily field representative services. (Beebe would charge updated rates of \$78/hr and \$109/hr for overtime)

Yours truly,



David J. Bonacci, AIA
Bonacci Architects, PLLC

c: file

MINUTES
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: November 3, 2021; 11:00 a.m.

LOCATION: VIA-teleconference
Roll Call:

County Executive: Present
Chairman of the Board: Present
Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the November 3, 2021 Board of Acquisition and Contract Agenda:

Is there a second: Mr. Fiorini

All in favor say aye: 3
Opposed say nay: 0

1. Approval of Change Order No. 1 Final, an increase in the amount of \$62,498.71, to Barrett Paving Materials (Contract 142598) to provide additional payment for final adjustment of quantities and asphalt price escalation. All work is complete on Projects No. 2021-026 Kirkland Ave. (CR 32), 2021-027 River Rd. (CR 88) and final payment is recommended. The original contract fee is \$390,094.60 and the proposed revised contract fee is \$452,593.31. Upon recommendation of Deputy Commissioner of Engineering. H-614

2. Approval of a correction to Item 8 on the Board of Acquisition and Contract Minutes of August 4, 2021 due to a typographical error. The amount of Change Order No. 1 to Bonacci Architects (Contract 86501) for the Plaza Deck Renovation Project was incorrectly listed as \$32,250.00 and should have been \$33,250.00. The original contract fee is \$110,520.00 and the revised contract fee is \$143,770.00. Upon recommendation of Deputy Commissioner of Engineering. H-454

3. Approval of an agreement between Oneida County and Barton & Loguidice, for a maximum amount payable of \$316,100.00, to provide construction phase services for the reconstruction of Middle Settlement Road project. It is anticipated that this project will be fully funded with State aid. Therefore, in accordance with NYSDOT guidelines for State aid projects, Oneida County solicited an Expression of Interest (EOI) from all firms on the NYSDOT Region 2 list of eligible consultants. Each EOI was reviewed and scored on a qualifications basis. State procedures prohibit the use of consulting fees as a determining factor. It was decided that Barton & Loguidice, D.P.C., is the most qualified consultant for this project. Upon recommendation of Deputy Commissioner of Engineering. H-298

4. Approval of an agreement between Oneida County and Liberty Resources P.O.S.T., LLC for the reimbursement of Special Education Itinerate Services rendered to eligible preschool children with disabilities for the period of July 1, 2021 through June 30, 2024. This is a New York State mandated program. New York State is expected to reimburse the county 59.5% of the costs incurred. The expense is not expected to exceed \$35,000.00 for the term of the contract. Upon recommendation of Daniel Gilmore and Mello Testa.

5. Approval of an agreement between Oneida County and David Stang, PsyD for professional and consultant services. Dr. Stang will perform evaluations pursuant to New York State Criminal Procedure Law, providing consultation regarding whether an individual, due to mental disease or defect, lacks capacity to understand proceedings against him or to adequately assist in his defense, and other consulting duties as required by law. This contract will be in effect for one year, from January 1, 2022 to December 31, 2023. The total cost of this contract will not exceed \$49,000.00 for the term of the contract and is supported by 100% OMH State Aid funding. Upon recommendation of Ashlee Thompson and Mello Testa.

6. Approval of an agreement between Oneida County and Elaine Angwin to provide outreach and support services to engage families whose children have a diagnosed serious emotional disturbance and related services. This Agreement is mandated by New York State Mental Hygiene Law. This Agreement begins on January 1, 2022 and ends on December 31, 2022. The amount of this Agreement shall not exceed \$41,860.00 and reflects 100% OMH State Aid funding. Upon recommendation of Ashlee Thompson and Mello Testa.

7. Approval of an agreement between Oneida County and Katherine Warden, PhD for consulting services. Dr. Warden will act as an independent contractor and provide services including, but not limited to, evaluations and assessments of criminal defendants in Oneida County. This Agreement will be in effect for a two year term, from January 1, 2022 to December 31, 2023. The total cost of this contract will not exceed \$49,000.00 for the term of the contract. The funds for these mandated services are 100% reimbursable by New York State. Upon recommendation of Ashlee Thompson and Mello Testa.

8. Approval of an agreement between Oneida County and Lawrence Farago, MD who will perform evaluations of people being recommended by OCDMH for Assisted Outpatient Treatment and will perform other duties, as required, to facilitate adherence to Article 9.60 of New York State Mental Hygiene Law. This Agreement will be in effect starting January 1, 2022 through December 31, 2023 and contains an option for the County to extend the Agreement for one additional year. The funding amount per year will be a maximum of \$50,000.00 which will be funded 100% by New York State OMH. Upon recommendation of Ashlee Thompson and Mello Testa.

9. Acceptance of a Proposal by Fischer Associates at the noted rates for a not to exceed fee of \$127,300. A request for proposal was solicited and received from Consultants interested in providing design services for various bridge and structure replacement projects to be constructed in 2022.

Included projects are:

1. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
2. Replacement of Structure C2-58, Floyd-Camroden Road over Branch Hurlbut Glen Brook, Town of Floyd.
3. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
4. Replacement of Structure C6A-32, Valley Road over Niemier Brook, Town of Whitestown.
5. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Westernville.
6. Slope Stabilization – Blossvale Road, CR66, Town of Annsville

Fees submitted are all inclusive for all services rendered as described in the request for proposal, which was due on October 28, 2021. Results are as follows.

	<u>B&L</u>	<u>C&S</u>	<u>Fischer</u>	<u>Foit-Albert</u>	<u>Delta</u>
1.	\$59,300	\$31,420	\$31,400	\$102,020	\$34,750
2.	\$18,000	\$17,920	\$16,500	\$77,200	\$23,000
3.	\$33,000	\$17,920	\$16,500	\$77,200	\$23,000
4.	\$33,000	\$20,920	\$16,500	\$77,200	\$23,000
5.	\$33,000	\$19,920	\$16,500	\$77,200	\$23,000
6.	\$35,000	\$25,420	\$29,900	\$64,000	Declined

The RFP's have been reviewed and all consultants meet the requirements as outlined in the proposal. Acceptance is contingent upon execution of a consultant services agreement. Upon recommendation of Deputy Commissioner of Engineering and Mello Testa. H-615

10. Approval of Amendment No. 3, in the amount of \$126,000.00 plus reimbursable expenses, to Bonacci Architects (Contract 86501) for asbestos abatement monitoring and on-site project monitoring, to prepare plans and specifications of the Oneida County Office Building parking garage. The original contract fee is \$110,520.00 and the proposed revised contract fee is \$275,765.00. If accepted, Amendment No. 3 to Contract 86501 will be forwarded to the Oneida County Board of Legislators for consideration. Upon recommendation of Deputy Commissioner of Engineering. H-454

Acquisition and Contract

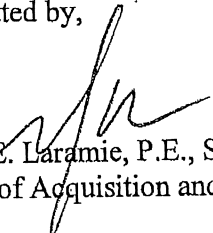
Page 4

November 3, 2021

Motion to Adjourn:

Second:

Submitted by,



Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Bonacci Architects PLLC 5710 Commons Park East Syracuse, New York 13057</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>315-437-2636</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>16-1559996</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Oneida County 800 Park Ave Utica, New York 13501</p>	<p>3a. Name of Insurance Carrier</p> <p>Twin City Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>01SBABE6346</p> <p>3c. Policy effective period</p> <p>06/27/2021 to 06/27/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

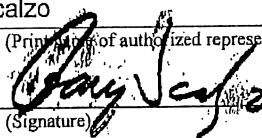
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Gary D Scalzo
(Print Name of authorized representative or licensed agent of insurance carrier)

Approved by:  9/28/21
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-792-0000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



BONAARC-01

TMAURO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2021

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).

PRODUCER
Scalzo, Zogby, & Wittig, Inc.
120 Lomond Ct
Utica, NY 13502

CONTACT NAME:
PHONE (A/C, No, Ext): (315) 792-0000 FAX (A/C, No): (315) 792-4637
E-MAIL ADDRESS: info@szwinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co.	29459
INSURER B : Hartford Accident & Indemnity	22357
INSURER C : Travelers Casualty & Surety Co	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bonacci Architects PLLC
5710 Commons Park Dr
East Syracuse, NY 13057

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	01SBABE6346	6/27/2021	6/27/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	01SBABE6346	6/27/2021	6/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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	X	X	01SBABE6346	6/27/2021	6/27/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WECAD2SSP	6/27/2021	6/27/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof claim/agg			105638531	6/27/2021	6/27/2022	2mill/4mill
A	Data Breach			01SBABE6346	6/27/2021	6/27/2022	Bus Inc & Ex Exp 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate holder is an additional insured, coverage is primary and non-contributory and a waiver of subrogation applies per the Business Liability Coverage Form SS0008 and the Hired Auto and Non Owned Auto Endorsement SS0197, and the Umbrella Liability Provisions Form SX8002, attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

Oneida County
800 Park Ave
Utica, NY 13501

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



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) BONACCI ARCHITECTS PLLC 5710 COMMONS PARK DR EAST SYRACUSE, NY 13057</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 315-437-2636</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 161559996</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Oneida County 800 Park Ave Utica, New York 13501</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL556575</p> <p>3c. Policy effective period 06/27/2021 to 06/26/2022</p>


4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/28/2021 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





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

MARK E. LARAMIE, P.E.
 Commissioner

November 12, 2021

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

FN 20 21-308

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Restoration of the stream channel and stream banks of Sherman Brook adjacent to a County owned bridge on Kirkland Avenue (County Route 32) is required to minimize flooding during significant storm events.

This work is classified under the State Environmental Quality Review Act (SEQR) as a Type II action and requires completion of a Short Environmental Assessment Form (SEAF). With assistance from Delta Engineers the Oneida County Department of Public Works completed the enclosed SEAF and recommends a negative declaration.

Please review the enclosed SEAF and if acceptable forward to the Oneida County Board of Legislators for their consideration. If the Board resolves that a negative declaration is warranted please request execution of Part 3 of the SEAF by the Chairman of the Board.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



cc: File

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

Anthony J. Picente, Jr.
 County Executive

Date 11-15-21

Short Environmental Assessment Form

Part 1 - Project Information

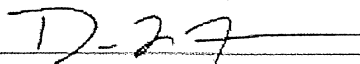
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Applicant - Oneida County Department of Public Works Sponsor - Delta Engineers, Architects and Surveyors, DPC			
Name of Action or Project: Sherman Brooke Drainage			
Project Location (describe, and attach a location map): 71 Kirkland Avenue (County Route 32), Town of Kirkland, Oneida County NY 13323			
Brief Description of Proposed Action: Restoration of the existing roadway culvert capacity through the removal of overgrown vegetation, accumulated sediment, bank re-grading and armoring.			
Name of Applicant or Sponsor: Oneida County Department of Public Works		Telephone: 315-793-6213	
		E-Mail: mtaramie@ocgov.net	
Address: 5999 Judd Road			
City/PO: Oriskany		State: NY	Zip Code: 13424
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC Stream Disturbance Permit and US Army Corps of Engineers Nation-wide (404 CWA) Permit			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.5 acres	
b. Total acreage to be physically disturbed?		0.1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.0+ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ No disturbance of off-site Army Corps of Engineers jurisdictional wetland areas that are adjacent to the project site. Disturbance of Sherman Brook bed/banks is proposed. _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plain?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Stormwater run-off from the area of proposed disturbance will be directed into Sherman Brooke, utilizing erosion and sediment controls		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment.	NO	YES
A permeable turbidity curtain will be installed immediately down-gradient of the proposed disturbance improvements, which will temporarily impound water within Sherman Brooke, as a sediment control practice.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Daniel L. Faldzinski, P.E. - Delta EAS, DPC</u> Date: <u>11/8/2021</u> Signature: <u></u> Title: <u>DIRECTOR OF CIVIL ENGINEERING</u>		

PRINT FORM



Services News Government COVID-19 Vaccine

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Environmental Resource Mapper

Base Map: Topographical Use the Map



75.379 - 43.663

Search

Tools

Layers and Legend

State Designated Wetland Checkpoint

- Impaired Mussels
- Mussel Screening Potential Wetland
- Mussel Screening Potential Streams
- Significant Natural Communities
- Natural Communities Near This Location
- Rare Family or Ancestry
- State Flood Hazard Plus 7275 inches Sea Level Rise
- Low to Moderate Wave Action

Other Wetland Layers

Reference Layers

Tell Me More...

Need A Permit?

Contacts



Agencies
SAPWS-63

App Directory

Counties

Events

Programs

Criteria Spatial Results

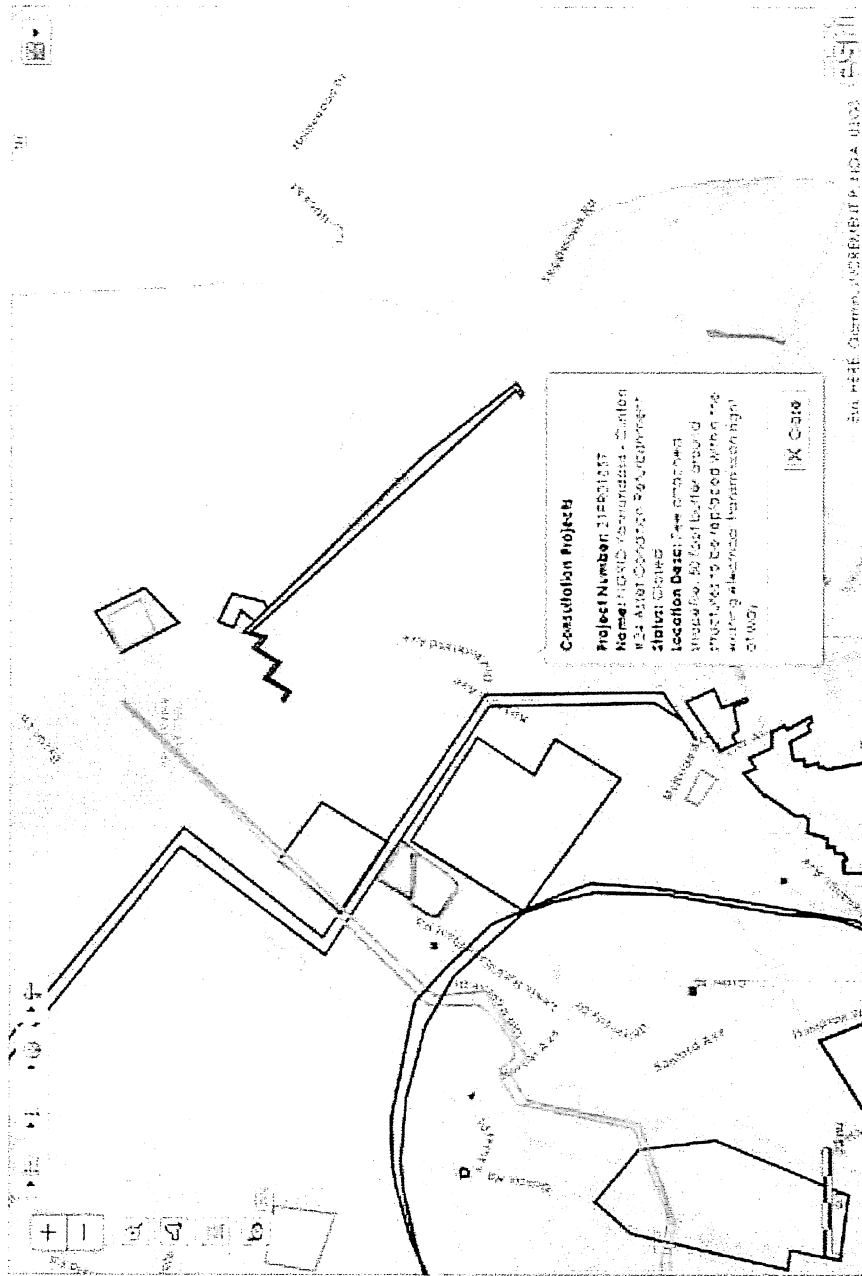
USNCR Survey National Register Survey

USN Number: 44-0001-0010

National Register Number: 44-0001-0010

Survey Number: 44-0001-0010

Submission Tokens: 01-0001-0010



Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Oneida County

Name of Lead Agency
Gerald J. Fiorini

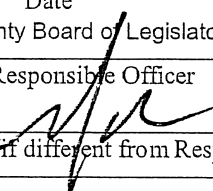
Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date
Chairman, Oneida County Board of Legislators

Title of Responsible Officer
Mark E. Laramie, P.E.

Signature of Preparer (if different from Responsible Officer)



PRINT FORM

Oneida County Department of Public Works Division of Engineering 6000 Airport Road Oriskany, New York 13424 Phone (315) 793-6235 Fax (315) 768-6299	LETTER OF TRANSMITTAL
---	------------------------------

To: Daniel Faldzinski, PE Director of Civil Engineering Services DELTA Engineers, Architects, & Surveyors 4873 NYS Rt. 5 Vernon, NY 13476	Date: November 12, 2021
	Re: Kirkland Ave./Sherman Brook

COPIES	DATE	DESCRIPTION
1		WQC Pre-Filing Meeting Request
1		Join Application Form
for your use		

Comments:

From: Mark E. Laramie, P.E., Commissioner

Copies Distributed To
Project File

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

October 25, 2021

FN 20 21-309

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a grant contract with the New York State Division of Homeland Security and Emergency Services which will enable the Sheriff's Office to purchase Mobile Data Sharing Equipment. The grant award is in the amount of \$56,526.00. This grant is set to begin in October 2021.

The funds obtained from this grant will be used to purchase mobile data equipment and vehicle location software to prevent terrorist attacks and protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

If you find the enclosed grant contract acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting date.

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.

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 10-27-21



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

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

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

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

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Homeland Security
1220 Washington Avenue
Building 7A Suite 710
Albany NY, 12242

Title of Activity or Service: Funds for mobile data equipment and automatic vehicle location software to prevent terrorist attacks and protect the people of New York.

Proposed Dates of Operation: 10/1/2021-9/30/2024

Client Population/Number to be Served: Those involved in helping to prevent terrorist attacks and protect New Yorkers.

Summary Statements

1) **Narrative Description of Proposed Services:** Grant of \$56,526.00 for terrorist attack response and prevention.

2) **Program/Service Objectives and Outcomes:** Assist the Sheriff's Office in preventing and responding to terrorist attacks.

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

Total Funding Requested: \$56,526.00

Account #3113(costcenter)
A3382 (Revenue)

Oneida County Dept. Funding Recommendation: \$56,526.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Oneida County Sheriff's Office

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Grant for \$56,526.00 for responding and protecting people from terrorist attacks.

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> C835011 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> WM2021 SLETPP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM21835011
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595 <u>DUN & BRADSTREET NO:</u> 075814186	<u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2021 TO 09/30/2024 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$56,526.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <u>X</u> APPENDIX A1 Agency-specific Clauses <u>X</u> APPENDIX B Budget <u>X</u> APPENDIX C Payment and Reporting Schedule <u>X</u> APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

LETPP/SLETPP

Project No.
LE21-1008-D00

Grantee Name
Oneida County

08/23/2021

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1008-D00

Oneida County

08/23/2021

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1008-D00

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08/23/2021

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1008-D00

Oneida County

08/23/2021

Budget Summary by Participant

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mobile Data Terminals and Related Items	04HW-01-MOBL	1	\$34,026.00	\$34,026.00	\$34,026.00	\$0.00
Total					\$34,026.00	\$34,026.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Automatic Vehicle Location Software and Related Items	1	\$22,500.00	\$22,500.00	\$22,500.00	\$0.00
Total				\$22,500.00	\$22,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$56,526.00	\$56,526.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$56,526.00	\$56,526.00	\$0.00

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1008-D00

Oneida County

08/23/2021

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1008-D00

Oneida County

08/23/2021

Work Plan

Goal

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Purchase allowable law enforcement counter terrorism equipment (Mobile data terminals, Automatic Vehicle Location software, etc.). Train

appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement counter terrorism capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1008-D00

Oneida County

08/23/2021

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

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

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services 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 e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

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

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

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

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

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

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

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

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized

by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

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

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

B. Advance Payment and Recoupment:

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

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

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

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

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

C. Claims for Reimbursement:

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

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

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

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

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

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

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A

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

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

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

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
 - c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.
 - e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
 - a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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

cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

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

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

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

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

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

G. Publicity:

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

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

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information

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

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

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

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

The Contractor shall include the provisions of subclauses 1 – 6 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State

business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

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

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

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

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

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1. General Provisions

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

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
 - iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
 - iv. The Contractor's EEO policy statement shall include the following, or similar, language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

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

d. Workforce Employment Utilization Report

- i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
- ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
- iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's

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

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

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
- c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

- a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

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

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request

payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

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

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

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

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

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

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

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

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

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

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

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

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

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

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

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

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

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit

must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

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

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

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

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

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

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

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

O. Accounting for Grant Expenditures:

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

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

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

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

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

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;

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

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

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

R. Equipment and Property:

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

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

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

- Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

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

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

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

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

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Certified by - on

<u>Award Contract</u>		LETTP/SLETTP
Project No.	Grantee Name	
LE21-1008-D00	Oneida County	08/23/2021

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

Reimbursement requests need to include the following documents:

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

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not

duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

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

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

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

- Calendar Quarter: January 1 - March 31 -- Report Due: April 30
- Calendar Quarter: April 1 - June 30 -- Report Due: July 30
- Calendar Quarter: July 1 - September 30 -- Report Due: October 30
- Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 07/2021

Certified by - on

<u>Award Contract</u>		LETTP/SLETTP
Project No.	Grantee Name	
LE21-1008-D00	Oneida County	08/23/2021

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

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

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).
2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.
3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhses.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

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

H. New York State Emergency Management Certification and Training Program

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

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

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

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

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

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

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email ncsr@cisecurity.org.

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

J. National Priorities

The FY2021 HSGP Notice of Funding Opportunity (NOFO) identified five priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, Addressing Emerging Threats, and Combating Domestic Violent Extremism. A minimum of 22.5% of the jurisdiction's overall award for the State Homeland Security Program (SHSP) must be allocated to the four priority areas as outlined below:

1. Cyber Security - 7.5%
2. Protection of Soft Targets/Crowded Places - 5%
3. Intelligence and Information Sharing - 5%

4. Addressing Emerging Threats - 5%

**ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY**

Michael A. Coluzza
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
Steven G. Cox
Todd C. Carville
Michael R. Nolan
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry, III
Stephanie N. Singe
Paul S. Kelly

FN 20 21-310

PUBLIC SAFETY

WAYS & MEANS

October 28, 2021

Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Evan A. Esswein
Erin E. Donovan
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo

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

Dear County Executive:

The District Attorney's office is in the process of satisfying budget shortfalls in a handful of accounts. The budget shortfalls are primarily due to COVID-19 budget cuts and several unexpected expenses incurred over the course of 2021. Fortunately, the District Attorney's Office has a projected surplus in its salary line due to a recent resignation which will be able to pay for this reallocation.

I therefore request your Board to approve the following 2021 fund transfer:

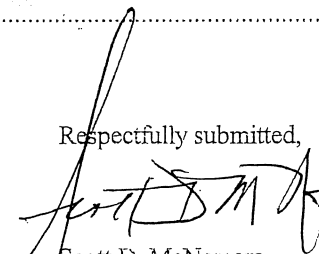
TO:

A1165.1951 – Other Fees and Services..... \$ 15,000.
A1165.496 – Prosecution Expenses \$ 10,000.
A1165.425 – Training and Special Schools \$ 2,000.
A1165.455 – Travel and Subsistence \$ 3,000.

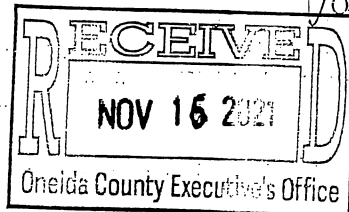
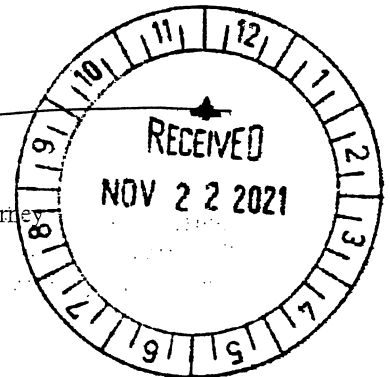
FROM:

A1165.101- Salaries..... \$ 30,000.

Respectfully submitted,

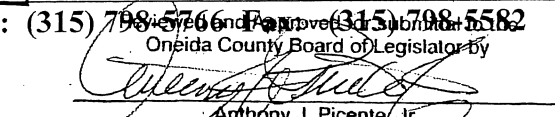


Scott D. McNamara
Oneida County District Attorney



CC: County Attorney
County Comptroller
Budget Director
Central Services

235 Elizabeth Street, Utica, NY 13501 Phone: (315) 798-5766 Fax: (315) 798-5582

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

Anthony J. Picente, Jr.
County Executive
Date 10-16-21