

ONEIDA COUNTY BOARD OF LEGISLATORS

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

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EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR AUGUST 9, 2023 MEETING

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

| FILE NO. | COMMITTEE | PAGES |
|-------------------|------------------------------|-------|
| 2023-266 Health & | Human Services, Ways & Means | 1-9 |
| 2023-267 Health & | Human Services, Ways & Means | 10-19 |
| 2023-268 Health & | Human Services, Ways & Means | 20-37 |
| 2023-269 Ways & N | leans | 38 |

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ONEIDA COUNTY OFFICE OF WORKFORCE DEVELOPMENT

209 Elizabeth Street Utica, NY 13501 Phone: (315)798-5908 Fax: (315)798-5909 ANTHONY J. PICENTE, JR. County Executive

DAVID L. MATHIS Director, Workforce Development

July 18, 2023

FN 20 33 - 866

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

WAYS & MEANS

HEALTH & HUMAN SERVICES

Dear County Executive Picente:

Oneida County has served as a leader in working with community partners to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As our efforts move forward, it is my pleasure to present you with a template contract intended to be used between Oneida County Workforce Development and various public entities that will allow the local employers to have College Corps interns in the summer of 2023 here in Oneida County.

If the within contract meets with your approval, we respectfully request that you forward the same to the Board of Legislators for review and approval as one of two templates for the 2023 College Corps contracts. In the case of both templates, only the employer, the number of interns and the total reimbursement will change. All other terms and conditions remain the same. This contract would serve as the template for all of the College Corps agreements in which the employer reimburses the County for one half of the expense of 200 hours of employment for each intern, at a cost of \$1,528.63 per intern. The other template to be presented for approval for College Corps is the same in all respects, with the exception that the employer outlays the initial expense and is then reimbursed by the County.

If there are questions regarding this contract, please contact my office.

Sincerely,

David L. Mathis

Director, Oneida County Workforce Development

and mathi

RECEIVED TO JUL 28 2023 Co

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

> Anthony J. Picente Jr. County Executive

Date 7-27-23

| Oneida Co. Department: Workfor | ce Development | Competing Proposal Only Respondent Sole Source RFP Other | |
|---|------------------------------|---|----------|
| | ONEIDA COUNTY OF LEGISLAT | | |
| Name & Address of Vendor: | Various Public Entiti | es | |
| Title of Activity or Service: | College Corps Progra | am | |
| Proposed Dates of Operation: | May 1, 2023 – Septe | mber 30, 2023 | |
| Client Population/Number to be S | Served: Local Colle | ge Students | |
| Summary Statements 1) Narrative Description of experience site for el | _ | Γhe program will provide | e a work |
| Program/Service Object developing their workplate high-demand sectors of t | ace skills as well as lea | | |
| 3) Program Design and St | affing: N/A | | |
| Total Funding Requested: \$ Var. | ies | Account # #J6 | 363 |
| Oneida County Dept. Funding Re | ecommendation: \$ Va | nries | |
| Proposed Funding Sources (Federal \$/ State \$/County \$): County extends the cost of 200 hours of wages per intern. The employer will reimburse the County for 50% of that cost. | | | |

Cost Per Client Served: \$1,528.63

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.



County Reimburses Employer:

| ■ Black River Systems Company 1 \$1,528.63 Employer Reimburses County: 3 \$4,585.89 ● Oneida County Sports Facility Authority 1 \$3,057.26 • Yahnundasis 1 \$1,528.63 • Adirondack Central School District 6 \$9,171.78 • Kelberman Center 10 \$15,286.30 • Mohawk Valley Garden Corp. 3 \$4,585.89 • Upstate Caring Partners Holding Corp. 8 \$12,229.04 • Indium 11 \$16,814.93 • Jervis Public Library 3 \$4,585.89 • Herkimer County IDA 1 \$1,528.63 • Cornell Cooperative Extension of Oneida County 1 \$1,528.63 • Quanterion Solutions 1 \$1,528.63 • Adirondack Family Dentistry 1 \$1,528.63 • Riverhawk, LLC 1 \$1,528.63 • Rome Sports Hall of Fame 1 \$1,528.63 • Rome Sports Hall of Fame 1 \$1,528.63 • PAR Government Systems Corporation 2 \$3,057.26 • Greater Utica Chamber of Commerce </th <th>•</th> <th>City of Sherrill</th> <th>15</th> <th>\$22,929.45</th> | • | City of Sherrill | 15 | \$22,929.45 |
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| Employer Reimburses County: • The Midtown Utica Community Center 3 \$4,585.89 • Oneida County Sports Facility Authority 1 \$3,057.26 • Yahnundasis 1 \$1,528.63 • Adirondack Central School District 6 \$9,171.78 • Kelberman Center 10 \$15,286.30 • Mohawk Valley Garden Corp. 3 \$4,585.89 • Upstate Caring Partners Holding Corp. 8 \$12,229.04 • Indium 11 \$16,814.93 • Jervis Public Library 3 \$4,585.89 • Herkimer County IDA 1 \$1,528.63 • Cornell Cooperative Extension of Oneida County 1 \$1,528.63 • Quanterion Solutions 1 \$1,528.63 • Adirondack Family Dentistry 1 \$1,528.63 • Riverhawk, LLC 1 \$1,528.63 • Riverhawk, LLC 1 \$1,528.63 • Rome Sports Hall of Fame 1 \$1,528.63 • Rome Sports Hall of Fame 1 \$1,528.63 • RA Government Systems Corporation 2 \$3,057.26 • Greater Utica Chamber of Commerce 2 \$3,057.26 • Greater Utica Chamber of Commerce 2 \$3,057.26 • GPO Federal Credit Union 4 \$6,114.52 • Allied American Abstract Corp 5 \$7,643.15 • The Neighborhood Center 6 \$9,171.78 • Inside Scoop 8 \$12,229.04 • Fiber Instrument Sales 8 \$12,229.04 • Fiber Instrument Sales 8 \$12,229.04 • Fiber Instrument Sales 8 \$12,229.04 • Mohawk Valley Community College 9 \$13,757.67 • Mohawk Valley Community Action Agency 10 \$15,286.30 • City of Rome 10 \$15,286.30 • City of Rome 10 \$15,286.30 • City of Rome 10 \$15,286.30 • Convention and Visitors Bureau 1 \$1,528.63 • The Root Farm, Inc. 2 \$3,057.26 • Veolia Water Contract Operations USA, Inc. 1 \$1,528.63 • Mumson 1 \$1,528.63 | • | • | 1 | \$1,528.63 |
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001-OCWD-CCIP (COUNTY PAYROLL)

2023 FINANCIAL AGREEMENT ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

| This Agreement is entered into by and between ONEIDA COUNTY (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its OFFICE OF WORKFORCE DEVELOPMENT, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and (hereinafter the "Employer"), a local employer with its offices and principal place of business located at (each a "Party" and collectively the "Parties"). |
|--|
| WITNESSETH |
| WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998, creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and |
| WHEREAS, the County has budgeted funding for the Internship Program in 2023; and |
| WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and |
| WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to () participants in the Internship Program (hereinafter each a "Participant"); and |
| WHEREAS, the Employer agrees to reimburse the County a portion of the total costs related to this Agreement; |
| NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows: |
| 1. TERM. The Internship Program will begin as early as May 1, 2023 and end no later than September 30, 2023. |
| 2. COSTS. |
| A. The County shall be responsible for payment of wages to each Participant. |
| B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. The Employer shall reimburse the County at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum. |
| C. The Employer agrees to expend an amount up to, but not to exceed |

this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as **Exhibit A**. Payment to the County shall be made on or before November 1, 2023.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

- A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.
- B. Maintain adequate time and attendance records for each Participant assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.
- C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.
- D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.
- E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.
- F. Provide full-time mature supervision of each Participant assigned to the Employer.
- G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.
- H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.
- I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.
- J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.
- K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
- L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.
- M.Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

6. GENERAL PROVISIONS.

- A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.
- B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.
- C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.
- D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.
- E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.
- F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.
- G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

- H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.
- I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.
- J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.
- K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
- L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.
- M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

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

| FOR ONEIDA COUNTY: | FOR THE EMPLOYER |
|--------------------------------------|------------------|
| Anthony J. Picente, Jr. | Name |
| County Executive | Title |
| DATE | DATE |
| FOR OFFICE OF WORKFORCE DEVELOPMENT: | |
| | |
| David Mathis | |
| Director | |
| DATE | |
| Approved: | |
| Ellen S. Rayhill | |
| Assistant County Attorney | |
| | |

DATE

EXHIBIT A 23-FIN OCIP-2023 FINANCIAL AGREEMENT

BUDGET SUMMARY INFORMATION

| I. | TOTAL COSTS | | |
|----|-------------|--|------------|
| | A. | Wages 200 hours x \$14.20 per hour | \$2,840.00 |
| | В. | Fringe Benefits - FICA 7.65% x \$2,840 | \$ 217.26 |
| | C. | TOTAL WAGES AND BENEFITS PER INTERN = | \$3,057.26 |
| П. | EMPI | LOYER COSTS | |
| | A. | Fifty Percent (50%) Contribution | \$1,528.63 |
| | Cost t | forInterns (\$1,528.63 x) | \$ |
| | В | MAXIMUM REIMBURSEMENT DUE THE COUNTY = | S |



ONEIDA COUNTY OFFICE OF WORKFORCE DEVELOPMENT

209 Elizabeth Street Utica, NY 13501 Phone: (315)798-5908 Fax: (315)798-5909 ANTHONY J. PICENTE, JR. County Executive

DAVID L. MATHIS Director, Workforce Development

July 18, 2023

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

WAYS & MEANS

Dear County Executive Picente:

HEALTH & HUMAN SERVICES

Oneida County has served as a leader in working with community partners to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As our efforts move forward, it is my pleasure to present you with a template contract to be used between Oneida County Workforce Development and various public entities that will allow local employers to have College Corps interns in the summer of 2023 here in Oneida County.

If the within contract meets with your approval, we respectfully request that you forward the same to the Board of Legislators for review and approval as one of two templates for the 2023 College Corps contracts. In the case of both templates, only the employer, the number of interns and the total reimbursement will change. All other terms and conditions remain the same. This contract would serve as the template for all of the College Corps agreements in which the County reimburses the employer for one half of the expense of 200 hours of employment for each intern, at a cost of \$1,528.63 per intern. The other template to be presented for approval for College Corps is the same in all respects, with the exception that the County outlays the initial expense and is then reimbursed by the employer.

If there are questions regarding this contract, please contact my office.

Sincerely,

David L. Mathis

Director, Oneida County Workforce Development

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

> Anthony J. Picente, Jr. County Executive

Date 7-27-23

| Oneida Co. Department: Workfor | rce Development | Competing Proposal Only Respondent Sole Source RFP Other | X |
|---|------------------------------|---|-----|
| | ONEIDA COUNTY OF LEGISLAT | | |
| Name & Address of Vendor: | Various Public Entiti | es | |
| Title of Activity or Service: | College Corps Progra | am | |
| Proposed Dates of Operation: | May 1, 2023 – Septer | mber 30, 2023 | |
| Client Population/Number to be S | Served: Local College | ge Students | |
| Summary Statements 1) Narrative Description of Proposed Services: The program will provide a work experience site for eligible interns. | | | |
| 2) Program/Service Objectives and Outcomes: The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy. | | | |
| 3) Program Design and St | affing: N/A | | |
| Total Funding Requested: \$ Var. | ies | Account # #J6 | 363 |
| Oneida County Dept. Funding Recommendation: \$ Varies | | | |
| Proposed Funding Sources (Feder hours of wages per intern. The C | | | |
| Cost Per Client Served: \$1,528.63 | ; | | |

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.

County Reimburses Employer:

| City of Sherrill | 15 | \$22,929.45 |
|--|----|--------------|
| Black River Systems Company | 1 | \$1,528.63 |
| | | |
| Employer Reimburses County: | | |
| The Midtown Utica Community Center | 3 | \$4,585.89 |
| Oneida County Sports Facility Authority | 1 | \$3,057.26 |
| Yahnundasis | 1 | \$1,528.63 |
| Adirondack Central School District | 6 | \$9,171.78 |
| Kelberman Center | 10 | \$15,286.30 |
| Mohawk Valley Garden Corp. | 3 | \$4,585.89 |
| Upstate Caring Partners Holding Corp. | 8 | \$12,229.04 |
| • Indium | 11 | \$16,814.93 |
| Jervis Public Library | 3 | \$4,585.89 |
| Herkimer County IDA | 1 | \$1,528.63 |
| • Cornell Cooperative Extension of Oneida County | 1 | \$1,528.63 |
| Quanterion Solutions | 1 | \$1,528.63 |
| Adirondack Family Dentistry | 1 | \$1,528.63 |
| Riverhawk, LLC | 1 | \$1,528.63 |
| Upper Mohawk Valley Regional Water Authority | 1 | \$1,528.63 |
| Rome Sports Hall of Fame | 1 | \$1,528.63 |
| PAR Government Systems Corporation | 2 | \$3,057.26 |
| Greater Utica Chamber of Commerce | 2 | \$3,057.26 |
| GPO Federal Credit Union | 4 | \$6,114.52 |
| Allied American Abstract Corp | 5 | \$7,643.15 |
| The Neighborhood Center | 6 | \$9,171.78 |
| Inside Scoop | 8 | \$12,229.04 |
| Fiber Instrument Sales | 8 | \$12,229.04 |
| Mohawk Valley Community College | 9 | \$13,757.67 |
| Mohawk Valley Community Action Agency | 10 | \$15,286.30 |
| City of Rome | 10 | \$15,286.30 |
| Convention and Visitors Bureau | 1 | \$1,528.63 |
| • The Root Farm, Inc. | 2 | \$3,057.26 |
| Veolia Water Contract Operations USA, Inc. | 1 | \$1,528.63 |
| • Munson | 1 | \$1,528.63 |
| Boilermaker Road Race, Inc. | 1 | \$1,528.63 |
| | | \$214,008.20 |

101-OCWD-CCIP (EMPLOYER PAYROLL)

2023 FINANCIAL AGREEMENT ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

| This Agreement (hereinafter "Agreement") is entered into by and between ONEIDA COUNTY (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its OFFICE OF WORKFORCE DEVELOPMENT , an administrator of local workforce development |
|--|
| employment and training programs with its offices and principal place of business located at 209 |
| Elizabeth Street, Utica, New York 13501, and (hereinafter the "Employer"), a |
| local employer with its offices and principal place of business located at (each a "Party" and collectively the "Parties"). |
| WITNESSETH |
| WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998, creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and |
| WHEREAS, the County has budgeted funding for the Internship Program in 2023; and |
| WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and |
| WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to () participants in the Internship Program (hereinafter each a "Participant"); and |
| WHEREAS, the County agrees to reimburse the Employer a portion of the total costs related to this Agreement; |
| NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows: |



1. TERM. The Internship Program will begin as early as May 1, 2023 and end no later than September 30, 2023.

2. COSTS.

- A. The Employer shall be responsible for payment of wages to each Participant.
- B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. The County shall reimburse the Employer at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.
- D. After termination of this Agreement, the Employer shall submit to the County a timesheet log of all hours worked by each Participant, along with an invoice.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

- A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.
- B. Maintain adequate time and attendance records for each Participant assigned to the Employer. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.
- C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.
- D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.
- E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.
- F. Provide full-time mature supervision of each Participant assigned to the Employer.
- G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.

- H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.
- I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.
- J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.
- K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
- L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.
- M. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

- A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.
- B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.



6. GENERAL PROVISIONS.

- A. The Employer shall not ask for or receive monetary compensation other than that described herein.
- B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.
- C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.
- D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.
- E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.
- F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.
- G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.
- H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.
- I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.
- J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

- K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
- L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.
- M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

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

| FOR ONEIDA COUNTY: | FOR THE EMPLOYER |
|------------------------------|------------------|
| Anthony J. Picente, Jr. | Name |
| County Executive | Title |
| DATE | DATE |
| FOR OFFICE OF WORKFORCE DEVI | ELOPMENT: |
| | |
| David Mathis Director | |
| DATE | |
| Approved: | |
| Ellen S. Rayhill | |
| Assistant County Attorney | |
| DATE | |

EXHIBIT A 23-FIN OCIP2023 FINANCIAL AGREEMENT EMPLOYER PAYROLL

BUDGET SUMMARY INFORMATION

| I. | TOT | AL COSTS PER INTERN | |
|----|-----|--|------------|
| | A. | Wages 200 hours x \$14.20 per hour | \$2,840.00 |
| | В. | Fringe Benefits - FICA 7.65% x \$2,840 | \$ 217.26 |
| | C. | TOTAL WAGES AND BENEFITS = | \$3,057.26 |
| Π. | COU | NTY COSTS PER INTERN | |
| | A. | Fifty Percent (50%) Contribution | \$1,528.63 |
| | В. | Cost for interns (\$1,528.63 x) = | \$ |
| | C. | MAXIMUM REIMBURSEMENT DUE THE EMPLOYER = | S |



ONEIDA COUNTY OFFICE OF WORKFORCE DEVELOPMENT

209 Elizabeth Street Utica, NY 13501 Phone: (315)798-5908 Fax: (315)798-5909 ANTHONY J. PICENTE, JR. County Executive

DAVID L. MATHIS Director, Workforce Development

FN 20 <u>33</u> - <u>268</u>

July 21, 2023

Hon. Anthony J. Picente Jr. Oneida County Executive Oneida County Office Building 800 Park Ave. Utica, NY 13501 WAYS & MEANS

HEALTH & HUMAN SERVICES

Dear County Executive Picente:

The Oneida County Summer Youth Employment Program (SYEP) is a program that annually provides work experience for the youth of our community, who learn the lessons that only come from a job site and help our community by working with public, private, and not-for-profit partners.

Oneida County through its Workforce Development Department contracts with a number of local organizations to place eligible youth for summer work experience. Oneida County agrees to pay each organization for the expense of administering the program at their organization. The program runs from June 1, 2023, until September 1, 2023. Actual start and end dates may vary due to program considerations. This program is funded with federal funds through the New York State Office of Temporary and Disability Assistance through its Temporary Assistance for Needy Families (TANF) funds. There is no cost to county taxpayers.

We are hoping that this contract template will be approved to be used for each of our SYEP contracts this summer. If this contract template meets with your approval, please forward to the Board of Legislators for further approval.

Sincerely,

David L. Mathis

· I amathis

Director

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

> Anthony J. Picente, J County Executive

Date 7-27-23

| Oneida Co. Department: Workforce Development | Competing Proposal | |
|--|--------------------|---|
| - | Only Respondent | |
| | Sole Source RFP | |
| | Other | X |

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

Various Providers

Title of Activity or Service:

Template - Summer Youth Employment Program

Proposed Dates of Operation:

June 1, 2023 – September 1, 2023

Client Population/Number to be Served:

SYEP participants

Summary Statements

- 1) Narrative Description of Proposed Services: The program provides a work experience site for eligible youth.
- 2) Program/Service Objectives and Outcomes: The program assists youth in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) Program Design and Staffing: N/A

Total Funding Requested:

\$51,533.54

Account # #J6293

Oneida County Dept. Funding Recommendation:

\$51,533.54

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% federal funds administered through New York State.

Cost Per Program Approved by this Template:

BOCES-Waterville School District: \$1,533.54 Midtown Utica Community Center: \$12,000.00

LIFE at RCIL: \$8,000.00

Utica Municipal Housing Authority: \$16,000.00 Mohawk Valley Community Action Agency: \$4,000.00 Rome-Mohawk Valley Community College: \$5,000.00 Utica-Mohawk Valley Community College: \$5,000.00

Total: \$51,533.54

Cost Per Client Served: varies

Past Performance Data: This program is similar to one that has been funded in the past and been a success.

O.C. Department Staff Comments: This program, using SYEP funds provided by the state replicates a successful partnership between Oneida County Workforce Development and a local partner in providing job skills for youth.

268

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

(Organization) TANF SUMMER YOUTH EMPLOYMENT PROGRAMS

WORK EXPERIENCE PROGRAM

PY 2023 - TANF- 001

| This Agreement is entered into by and be | tween Oneida County, a municipal corporation |
|--|---|
| organized and existing under the laws of the State | of New York, through its Workforce Development |
| Department, located at 209 Elizabeth Street, Utica | , New York 13501 (hereinafter referred to as the |
| "County"), and | with its offices and principal place of |
| business located at | _, (hereinafter referred to as the "Contractor"). |
| | |

WITNESSETH

WHEREAS, the County has entered into an agreement with New York State, represented by its Governor, to implement an employment and training program in Oneida County pursuant to the New York State Office of Temporary and Disability Assistance (hereinafter referred to as "OTDA") 2023 New York State Summer Youth Employment Program (hereinafter referred to as "SYEP"); and

WHEREAS, the County was awarded a special Temporary Assistance for Needy Families (hereinafter referred to as "TANF") grant from New York State to fund SYEP programs that will provide educational, paid, summer employment to TANF eligible participants; and

WHEREAS, the County received a proposal from the Contractor to operate such a SYEP program (hereinafter referred to as the "Program"); and

WHEREAS, the County desires to use said grant to compensate the Contractor for operating the Program;

NOW THEREFORE, in consideration for the compensation and services agreed herein, the parties agree as follows:

- 1. TERM. The term of this Agreement shall commence on or about June 1, 2023 and expire on or about September 1, 2023. Actual start and end dates may vary due to program considerations.
- 2. THE WORK. The Contractor agrees that the Program shall conform to the Program Narrative (Exhibit A) of this Agreement, attached hereto and made a part hereof.

3. COSTS.

- A. The County agrees to expend an amount up to, but not to exceed (amount inserted here) for the Program expenses delineated in the Budget Information Summary (Exhibit B) of this Agreement, attached hereto and made a part hereof; said Program expenses are to be paid to the Contractor for allowable costs incurred in the performance of this Agreement.
- B. It is understood and agreed that the County shall not be responsible for any expenses incurred by the Contractor prior to the effective date or following the termination date of this Agreement.

- 4. MODIFICATIONS. The County reserves final decision-making authority over all proposed modifications, major or minor, to this Agreement. All modifications to the term, purpose, or Budget Information Summary must be made by amendment to this Agreement and signed by both parties. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by federal, state or local laws or regulations.
- 5. RECORDS AND REPORTING. The Contractor shall record all costs incurred in the fulfillment of this Agreement. It is agreed that a standard County voucher will be submitted by the Contractor at the conclusion of the term of this Agreement.

6. CONDITIONS.

- A. The Contractor will abide by all applicable terms and conditions imposed and required by any agreement between the County and the State of New York, especially the OTDA Local Commissioner's Memorandum for SYEP (23-LCM-08). The Contractor shall abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York, or the County.
- B. The State of New York, represented by the Governor is not a party hereto and no legal liability on its part is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes that may arise are between the parties hereto.
- C. The relationship of the Contractor, and its officers, agents, directors and employees, to the County shall be that of an Independent Contractor. The Contractor covenants and agrees that its officers, agents, directors and employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the County or its agents, including, but not limited to Workers' Compensation coverage, insurance benefits, retirement membership or credit.
- D. The Contractor shall comply with all federal, state and local laws and regulations relative to the performance of this Agreement, shall relieve the County, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the County, direct or indirect, and shall indemnify and save harmless the County, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the County, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.
- ANTIDISCRIMINATION. No person on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under the TANF grant.
- 8. WORKERS' COMPENSATION COVERAGE. Workers' Compensation coverage for

participants employed in the Contractor's program described in Exhibit A shall be provided at the same level and to the same extent as for other employees of the Contractor in compliance with New York State Workers' Compensation Law. The Contractor shall submit proof of such Workers' Compensation coverage prior to execution of this Agreement.

- 9. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the County.
- 10. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the Program, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations.
- 11. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.
- 12. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.
- 13. DEBARMENT AND SUSPENSION/DRUG-FREE WORKPLACE. The statement of Debarment and Suspension/Drug-Free Workplace (Exhibit E) is attached and made a part hereof.

14. TERMINATION.

- A. Either the County or the Contractor may terminate this Agreement without penalty upon two weeks' written notice of its intention to terminate, including a statement of specific grounds for termination. The County is subject to compliance with the applicable rules and regulations of New York State, and the same applies to work performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to the termination date, or and refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor, if any.
- B. In the event that New York State terminates its agreement with the County, or imposes restrictions in funding or a freeze of operations, the County shall be entitled to a waiver of the two-week notice requirement discussed in Section 14 (A) hereinabove, and shall immediately notify the Contractor in writing. Upon receipt of such notice, the Contractor shall immediately comply with any instructions contained therein to cease or modify the Program.

24

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

| For Oneida County: | For the Contractor: | |
|--|---------------------------|--|
| BY: Anthony J. Picente, Jr. County Executive | BY: Executive Director | |
| DATE: | DATE: | |
| Approved | | |
| BY: Ellen S. Rayhill Assistant County Attorney | | |
| DATE | | |

EXHIBIT A PROGRAM NARRATIVE

2023 Summer Youth Employment Program Proposal Summary

| Program: Work Experience | |
|--------------------------|--|
| Name of Contractor: | |

Address:

City/State/Zip Code:

Ages to be served: 14-20

Approximate number of participants to be served:

Brief Summary of the program services proposed:

Dates: June 1, 2023-September 1, 2023

Proposed Budget:

| Personnel | |
|--|-------------|
| Salary for Site Supervisors | |
| 5 site supervisors x 7 weeks x 20 hours/week x \$16.00/hour | \$11,200.00 |
| Total Personnel | \$11,200.00 |
| SFringe Rate | |
| Fringe/Payroll Processing | |
| Fringe rate includes: | |
| FICA - 7.65%, Unemployment Insurance - 2.3% 7.65% + 2.3% = 9.95% \$11,200 x .0995 = \$1,114.00 | \$1,114.00 |
| Workers Comp - \$100 per person, per quarter \$100/person x 5 persons x 1 quarter = \$500 Disability - \$25 per person, per quarter \$25/person x 5 persons x 1 quarter = \$125 | \$ 500.00 |
| \$1,114.00 + \$ 500.00 + \$125.00 | |
| = \$1,739.00 | \$125.00 |
| | Total: |
| | \$1,739.00 |
| Subtotal Personnel and Fringe Rate | \$12,939.00 |
| \$11,200 + \$1,739.00 = \$12,939 | |
| ADP Payroll processing fees | \$750.00 |
| \$25/person x 5 supervisors x 2 months = \$250 + \$500 (5 persons x \$100 W4) | |



| Payroll Administrative: Workforce Development Board (12% of Personnel and Fringe Rate) | \$1,553.00 |
|---|-------------|
| .12 x \$12,939= \$1,553 | |
| \$12,939+ \$750.00 + \$1,553.00 = \$15,242 | |
| | \$15,242.00 |
| Program Supplies/Operating Expenses: Gas for UMHA vehicles. | |
| Program supplies include uniforms, t-shirts, boots, face masks, uniforms (e.g., tee shirts), tools, supplies, training materials, office supplies, background checks, and miscellaneous items needed to implement program activities. | \$758.00 |
| TOTAL | \$16,000.00 |

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF ONEIDA COUNTY

I. Recruitment and Selection of Participants

A. Prior to enrollment, all clients must be certified eligible by the County Intake/Assessment staff. The Contractor may select desired program participants and then notify both the County and the applicant of his/her selection.

B. When an individual is enrolled in the program, both the County Case Managers and the Contractor shall provide the participant with a thorough orientation to the SYEP program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

II. Service Area

The County assures that its program participants reside within the County of Oneida. A resident is defined as principally dwelling within the County at the time of application and also at the time of selection for any activities.

III. Contractor's Responsibilities to Job Training Participants

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

IV. Participant Payroll Procedures

Selected participants receiving wages will be entered into the County's payment system for receipt of wages and fringe benefits, or supportive services payments

V. Advance Payments

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

VI. Reporting Requirements

- A. The Contractor is responsible for providing monthly reports to the County, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the County Offices on forms provided by the County, no later than the tenth (10th) calendar day following the close of the month.
- B. A Contractor's Final Report package may be provided to the Contractor by the County. The Contractor will submit the required information to the County after all financial transactions with the County have been completed and within thirty (30) days after the termination date of this Agreement.

VII. Monitoring Requirements

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

VIII. Procurement/Materials and Supplies

- A. The Contractor agrees that it will comply with 2 CFR Part 200; 2 CFR 2900; and 20 CFR Part 683, as applicable, and written County procedures.
- B. The Contractor is responsible for the care and custody of all materials and supplies purchased with SYEP funds during the term of this Agreement.
- C. Expendable materials and supplies allowable under SYEP shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.
- D. The disposition of any and all unexpended materials will be determined by the County at the termination of this Agreement.

IX. Performance Assessment

- A. The County, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for SYEP, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.
- B. The County will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the County, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the County.
- C. The Contractor will assure the purposeful and effective use of SYEP funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the County of any programmatic problems.
- D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the County, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

X. Non-Discrimination/Equal Opportunity

The Contractor assures, that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37

XI. Grievances

- A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the County.
- B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the County Complaint Resolution Officer.
- C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20230.

XII. Non-Assignment/Subcontracting

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

XIII. Termination for Convenience

The County may terminate this Agreement pursuant to paragraph 14 of this Agreement.

XIV. Other Information

The County reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations for SYEP. The County further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

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

XV. Regulatory Compliance

- A. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.
- B. Pursuant to Oneida County Board of Legislator Resolution No.249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in the performance of this contract will be delivered exclusively to Oneida-Herkimer Authority facilities.
 - C. It is expressly understood that Oneida County Government is supportive of Communities That

Care (hereinafter referred to as "CtC") and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support the County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

- 1. It possesses the legal authority to administer and supervise activities under the SYEP and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
- 2. It will comply with the requirements of the SYEP, and with the regulations and policies of the State of New York issued pursuant to the SYEP, as may be modified during the term of this Agreement.
- 3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for religious instruction or worship.
- 5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
- 6. It will give any authorized representative of the County, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the County.
- 7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
- 8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
- 9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
- 10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA).

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- 11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
- 12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the Contractor who are covered by a State or industry Worker's Compensation statute.
- 13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
- 14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
- 15. No program under SYEP shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
- 16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under SYEP.
- 17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- 18. Under the terms of this Agreement, it will not generate any program income without the written permission of the County.
- 19. Funds under SYEP will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
- 20. No program funds under SYEP will be used to subsidize political activities of any kind.
- 21. No program funds under SYEP will be used to subsidize union or anti-union activities of any kind.
- 22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

34

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

1. <u>LOBBYING</u>

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

- (a). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b). If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c). The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. <u>DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS</u>

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110:

- A. The Contractor certifies that it and its principals:
- (a). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b). Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement,



theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d). Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement.

3. <u>DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)</u>

As required by the Drug-Free Workplace Act of 1988, the Contractor will or will continue to provide a drug-free workplace by:

- (a). Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b). Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
- (c). Making it a requirement that each employee to be engaged in the performance of SYEP be given a copy of the statement required by paragraph (a):
- (d). Notifying the employee in the statement required by paragraph (a) that as a condition of employment under SYEP, the employee will-
 - 1. Abide by the terms of the statement and:
- 2. Notifying the Contractor in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five calendar days after such conviction;
- (e). Notifying the County in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each SYEP.
- (f). Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
- (g). Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).



ONEIDA COUNTY OFFICE OF THE COUNTY EXECUTIVE

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

July 28, 2023

FN 20 23 - 269

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

WAYS & MEANS

Re: Approval of Additional Projects Funded Through the American Rescue Plan Act of 2021

Dear Chairman Fiorini,

Oneida County received funding through the American Rescue Plan Act of 2021 ("ARPA") to help ease the pain of additional costs and revenue shortfalls caused by the COVID-19 pandemic. The use of these funds is dictated by federal regulations.

In December 2022, the Board of Legislators adopted a resolution (No. 2022-392) dedicating ARPA funds to twelve recipients, including the Nexus Center, the West Utica Senior Citizen Center, Rome Hospital, Rome YMCA, the Center for Family Life and Recovery, the Town of Kirkland (Clinton Arena), Munson, the Resource Center for Independent Living, The Lutheran Home of Central New York, Oneida County Historical Society, Upstate Cerebral Palsy, and Central Oneida County Volunteer Ambulance Corps.

Since December, the County has received additional requests for funding: The Center seeks funding of \$250,000 to construct an employment center to assist the regional workforce in meeting its employments needs; the Town of Westmoreland seeks funding of \$400,000 toward its Tindall Manor water main replacement project; and Boonville's Youth Athletic Association, Inc. seeks \$30,000.00 to upgrade and maintain the Robert Smith Sports Complex.

These new projects will benefit the community in countless ways, including developing the local workforce, protecting water infrastructure, and promoting youth sports and wellness. I therefore respectfully ask that the Board approve these projects and allow my office to execute contracts related to them.

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, J.

County Executive

CC: Comptroller

County Attorney

Budget

