



## BOARD OF ESTIMATE AND CONTRACT

**Jacqueline M. Izzo**  
Mayor  
**Stephanie Viscelli**  
Common Council President  
**Frederick Schmidt**  
Public Works Commissioner

**Louise S. Glasso**  
City Clerk  
**Gerard F. Feeney**  
Corporation Counsel  
**David C. Nolan**  
City Treasurer

Rome City Hall  
198 N. Washington St.  
Rome, NY 13440  
[www.romenewyork.com](http://www.romenewyork.com)

### BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**FEBRUARY 11, 2016  
3:00 PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**  
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

**RES. NO. 31**

**A**

**ESTABLISHING APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST FOR DEPARTMENTS WITHIN THE CITY OF ROME. Nolan**

**RES. NO. 32**

**B**

**AWARDING CONTRACT TO GHD CONSULTING ENGINEERS, LLC., FOR WATER RATE STUDY. Nolan**

**RES. NO. 33**

**C**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING. Andrews**

**RES. NO. 34**

**D**

**REJECTING BIDS RECEIVED FOR THE ROME NAVIGATION CENTER PHASE II PROJECT RFP-2015-043. Andrews**

**RES. NO. 35**

**E**

**AUTHORIZING AN EXTENSION OF AN AGREEMENT WITH NORTHEAST UNIFORMS (ROME FIRE DEPARTMENT). Brement**

**RES. NO. 36**

**F**

**AUTHORIZATION TO ACQUIRE AN EASEMENT AT THE END OF WUETHRICH ROAD FROM ALBERT BARONE, SO AS TO ALLOW THE CITY ACCESS TO THE CITY WATER LINE AND RELATED EQUIPMENT. Schmidt**

**RES. NO. 37**

**G**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO PURCHASE TURIN ROAD PROPERTY. Schmidt**

**RES. NO. 38**

**H**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 3 WITH GHD CONSULTING ENGINEERS RELATIVE TO THE RAW WATER TUNNEL REHABILITATION. Schmidt**

**RES. NO. 39**

**I**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM. Beach**

**RES. NO. 40**

**J**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "CRACK DOWN PATROLS". Beach**

**RES. NO. 41**

**K**

**AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH ONEIDA COUNTY YOUTH BUREAU. Nolan**

**RES. NO. 42**

**L**

**AUTHORIZING AN EXTENSION OF AN AGREEMENT WITH NORTHEAST UNIFORMS (CSEA, 1088, ATU). Gotti**

**7. TABLED RESOLUTIONS**

**RES. NO. 297**

**A**

**AUTHORIZING THE DELETION OF ONE POSITION OF MAINTENANCE MAN AND THE CREATION OF ONE POSITION OF WATER & SEWER MAINTENANCE FOREMAN IN WATER SHOP DEPARTMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Tallarino**

**8. ADJOURNMENT**

RESOLUTION NO. 31

ESTABLISHING APPROVED PURCHASE ORDER AND VOUCHER  
SIGNERS LIST FOR DEPARTMENTS WITHIN THE CITY OF ROME

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

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract, that the City of Rome hereby adopts a list of authorized signers for purchase orders and vouchers for departments within the City of Rome, New York, which said list is attached hereto as Exhibit "A" and made a part of this Resolution, and if any and all authorized signers for a particular department are unavailable, the Mayor or the City Treasurer can approve in their absence.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

**Authorized Signers of Purchase Orders and Vouchers \*\***

**City of Rome**

DEPARTMENT	Name	Name	Name	Name
Administrative Services	Larry Daniello			
Animal Control	Jeanne Waite			
Assessor	Joe Surace	John Ross		
Central Maint	Fred Schmidt	Anthony Spina		
City Clerk	Louise Glasso			
Civil Service	Larry Daniello			
Codes	Mark Domenico	Dan Carpenter	Jean Grande	
Comm & Econ Development	Larry Daniello	Ed Seelig		
Common Council	Louise Glasso			
Corp Counsel	Gerard Feeney	Angela Twomey		
Electrical	Fred Schmidt	Jim Calandra		
Engineering	Fred Schmidt	Joe Guilliano		
Fire	Ron Brement	James Kirk		
Info Tech	Larry Daniello			
Insurance	Larry Daniello			
Marketing	Jacqueline M. Izzo	Larry Daniello		
Mayor	Jacqueline M. Izzo	Larry Daniello		
Municipal Bldg	Fred Schmidt	Larry Daniello	Joe Guilliano	
Parking Authority	Fred Schmidt	Larry Daniello	Joe Guilliano	
Parks & Recreation	Ryan Hickey	Larry Daniello		
Police	Kevin Beach	Kevin Simons	Ed Stevens	
Public Safety	Frank Retrosi	Larry Daniello		
Public Works	Fred Schmidt	Joe Guilliano	Thomas Jones	
Records	Louise Glasso			
Shade Trees	Fred Schmidt	Joe Guilliano	Thomas Jones	
Sign Shop	Fred Schmidt	Pete Kieffer		
Street Maint & Snow Removal	Fred Schmidt	Joe Guilliano	Thomas Jones	
Treasurer	Dave Nolan	Pasquale Lisandrelli	Denice Golden	
Water Filtration	Fred Schmidt	Greg Keller	Rob Samuels	
Water Pollution	Fred Schmidt	Dave Marino	Rick Kenealy	
Water Shop	Fred Schmidt	Tony Nash		
Service Fee Paymt Fund	Fred Schmidt			

**\*\*If no signers are otherwise available, the Mayor or City Treasurer can sign in their absence.**

RESOLUTION NO. 32

AWARDING CONTRACT TO GHD CONSULTING ENGINEERS, LLC., FOR  
WATER RATE STUDY

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

WHEREAS, David C. Nolan, Treasurer for the City of Rome, New York, has recommended that the Mayor of the City of Rome, New York, enter into an agreement with GHD Consulting Engineers, LLC., for a water rate study and to determine the appropriate rate structure as it pertains to the Northwest Rome Water Expansion Project;

WHEREAS, GHD Consulting Engineers, LLC., will conduct a water rate study which shall specifically assess and consider previously authorized work proposed by Dodson and Associates; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York be and is hereby authorized to enter into a contract with GHD Consulting Engineers, LLC., for a water rate study, at a total contract price of \$23,400.00, pursuant to the attached "Scope of Services" which is made a part of this Resolution.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:



February 2, 2016

Mr. David Nolan  
Treasurer  
City of Rome  
198 N. Washington Street  
Rome, NY 13440

Re: Proposal for Water Rate Study

Dear Mr. Nolan:

In response to your request, we are pleased to offer the City of Rome (City) our proposal for an evaluation of your water rates.

#### **SCOPE OF SERVICES**

We offer the following scope of services:

1. Conduct a kickoff meeting with the City to discuss the current water rate structure and financial situation, pending expenditures (to comply with State or Federal mandates), operation and maintenance concerns, future capital planning, and current status of outside Town supply contracts.
2. Collect and review available data from City's files on the present water ordinances, rate structures, service and meter sizes, supply contracts, and billing procedures. This will include the last five years of water production, water billings, operation and maintenance expense information, debt service data, personnel benefits, other contractual and related expenses to the water systems, and all agreements with outside water districts and purchasing systems.
3. Review available water production and metered consumption data from the City commercial accounts and outside customers for the past five years.
4. Evaluate water budget costs to determine the extent to which the budget is impacted by fixed costs (such as salaries and debt service) and variable costs (such as power and chemicals).
5. Investigate other miscellaneous fees and charges related to the water system.
6. Provide recommended user rates and fees based on the existing rate structure, special and miscellaneous fees, Town contracts identified revenue requirements, and anticipated water system capital improvements expenditures. The impact of debt service for the WFP rehabilitation, tunnel rehabilitation, UV Disinfection facility, and West Rome Water System Expansion projects (three phases) will be considered in the evaluation of rates. Rates will be established based on the Base/Extra Capacity Method in the AWWA Manual of Water Supply Practices, Water Rates, Fees and Charges.
7. Provide a comparison of City recommended rates to four other similar community water systems in New York State.

8. Provide estimated annual rate impact (percentage income) on typical customers, residential and commercial, the five largest industrial customers, and the towns.
9. Attend one interim meeting with the City to discuss status of project and other pertinent issues related to the study.
10. Prepare a report of the findings of the study with recommendations for modifications of the rate structure and charges.
11. Attend a project closeout meeting with the City to present our report and the findings of the study.

**PROJECT FEE**

GHD will perform the scope of services listed above for a lump sum fee of \$23,400.

**PROJECT SCHEDULE**

We will complete the above scope of services within 8 weeks of written authorization to proceed. Submission of the past five years of historic budget breakdowns, debt service data and all Town supply contracts from City files must be received within 5 days of notice to proceed in order to maintain this schedule.

We appreciate the opportunity to submit this proposal and look forward to continuing our assistance to the City on your water system.

Sincerely,

GHD CONSULTING SERVICES INC.



Kevin Castro, P.E.  
Principal

KC/mrv

cc: Nicholas J. Hyde, P.E., GHD  
Ani Zipkin, GHD

RESOLUTION NO. 33

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING

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

WHEREAS, Matthew Andrews, Senior Planner for the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the services of Plumley Engineering and/or any subsidiaries, affiliates and related entities controlled or owned by Plumley Engineering, for professional engineering services relative to the Green Innovation Grant Program project "Race to the Harbor", at a total amount not to exceed \$39,400.00 with a contract term effective upon execution, and to expire upon the completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Plumley Engineering, for professional engineering services relative to the Green Innovation Grant Program project "Race to the Harbor", at a total amount not to exceed \$39,400.00 with a contract term effective upon execution, and expiring upon completion of work required thereunder, pursuant to the attached proposal which is made part of this Resolution.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

# PLUMLEY

## ENGINEERING

Civil and Environmental Engineering

January 15, 2016

\*\*\* VIA EMAIL: [mandrews@romecitygov.com](mailto:mandrews@romecitygov.com) \*\*\*

Mr. Matthew Andrews  
Planning Coordinator  
CITY OF ROME  
Department of Community and Economic Development  
198 North Washington Street  
Rome, New York 13440

RE: Proposal for Professional Engineering Services  
Race to the Harbor Green Innovation Grant Program (GIGP)  
City of Rome, Oneida County, New York  
Project No. 2016.OP/001

Dear Mr. Andrews:

We are pleased to provide you with our proposal for professional planning and design services related to the proposed Race to the Harbor GIGP project, located along Mill Street in the City of Rome. The anticipated services are based on your January 4, 2016 Request for Proposal (RFP) and our prior work at the site.

### SCOPE OF WORK

The following tasks are included within our scope of work.

#### Survey and Mapping

We will contract with a Licensed Land Surveyor to map and collect topographic data for the areas depicted in *Appendix A* of the RFP.

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8232 LOOP ROAD, BALDWINSVILLE, NY 13027  
Telephone: (315) 638-8587 Fax: (315) 638-9740

200 NORTH GEORGE STREET, ROME, NY 13440  
Telephone: (315) 281-1005 Fax: (315) 334-4394

Internet: [www.plumleyeng.com](http://www.plumleyeng.com)

Mr. Matthew Andrews  
January 15, 2016  
Page 2

### **Feasibility Study**

We will review the April 2014 Feasibility Study prepared by Plumley Engineering and included as *Appendix B* of the RFP.

### **Preliminary Site Planning and Design**

We will prepare a *Preliminary Site Plan* for review by the City and the New York State Environmental Facilities Corporation (EFC) using the survey, along with the Conceptual Plans included within *Appendix A* of the RFP. The *Preliminary Site Plan* will include the existing conditions, as well as the proposed improvements, landscaping/plantings and other site amenities (stairs, benches, tables, etc.). Both black and white and color renderings of the *Preliminary Site Plan* will be provided to the City upon completion.

Preliminary design plans and specifications will be prepared utilizing the *Preliminary Site Plan* and provided to the City and the EFC. A *Preliminary Engineer's Estimate* and *Project Engineering and Design Schedule* will be included.

We anticipate attending four meetings with the City and its representatives as part of this task. Attendance at additional meetings will be billed at our standard hourly rates.

### **Final Site Planning and Design**

The *Preliminary Site Plan*, along with any necessary details or specifications, will be incorporated into a *Final Site Plan* following approval by the City and the EFC. A revised *Engineer's Estimate* will also be prepared.

### **Final Design Documents**

Final Design Documents will be prepared and provided to the New York State Department of Environmental Conservation (DEC) and the EFC for approval. These documents will include the *Final Site Plan*, details, specifications and other required items identified in *Appendix C* of

the RFP. The Final Design Documents will incorporate green infrastructure practices from Chapter 5 of the New York State Stormwater Management Design Manual, as well pertinent details and specifications involved with the construction and/or implementation of such practices.

As the project may result in the disturbance of more than one acre, a State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity could be required from the DEC. The permit consists of the Stormwater Management Plan and the Erosion and Sediment Control Plan, along with the Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP), which will all be prepared during the preparation of the Final Design Documents.

Our work will involve:

- Completing hydrologic (stormwater) calculations for the existing and proposed site conditions.
- Preparing a SWPPP in compliance with City and DEC stormwater management guidelines. The SWPPP is a compilation of certifications and a summary of the area's hydrologic conditions, the stormwater management system design and details how the State's stormwater regulations will be followed.
- Incorporating the site grading and drainage design into the stormwater management system.
- Preparing *Erosion and Sediment Control Plans* for the construction activities.
- Completing the NOI, which is a form that is submitted to the DEC prior to construction. By signing and submitting the form, the developer is certifying they will adhere to the State's stormwater regulations.

Our work for the Final Design Documents task will also include:

- Reaching out to vendors and manufacturers to develop standardized details and streamline the bidding process.
- Keeping the EFC apprised of all proposed specifications and practices throughout the process to ensure their acceptance of the Final Design Documents.
- Assisting the City with the preparation of necessary permit paperwork.
- Completing a State Environmental Quality Review (SEQR) Full Environmental Assessment Form (EAF) for the project and assisting the City with all required agency reviews related to the SEQR.
- Preparing and providing a *Final Design Report* and *Final Engineer's Construction Cost Estimate* for use by the City during the bid process.
- Attending three meetings with the City and its representatives. Attendance at additional meetings will be billed at our standard hourly rates.

The Final Design Documents will be prepared and provided to the City and the EFC for review and comment no later than June 30, 2016.

### **Bidding Documents**

We will prepare twenty sets of plans and specifications for the project, along with all necessary forms for the bid process, and provide support to the City and prospective bidders throughout the bidding process. This includes all necessary and required forms and documents as per EFC guidelines for public bidding and contracting. We will canvas all bids received and submit a Letter of Recommendation of Award to the City following review.

### **Construction Support**

We will provide Construction Support for the project, including the following services:

- Periodic field observation and attendance at job meetings.
- Review of shop drawings and submittals, as necessary.
- Design and contract interpretations, responses to requests for information, preparation and review of change orders, as necessary.
- Completing required inspections (including SPDES permit mandated weekly inspections of erosion and sediment control practices in place on-site).

Our scope for this task anticipates the work will be completed within a six-month period. If construction extends beyond six months and additional construction support is required, the work will be billed at our standard rates.

#### **COST ESTIMATE**

The Scope of Work, as presented above, can be completed for a total estimated cost of \$39,900. This estimated cost is broken down as follows:

<b>Survey and Mapping</b> .....	<b>\$ 9,500</b>
<b>Feasibility Study</b> .....	<b>\$ 0</b>
<b>Preliminary Site Planning and Design</b> .....	<b>\$ 5,500</b>
<b>Final Site Planning and Design</b> .....	<b>\$ 7,000</b>
<b>Final Design Documents</b> .....	<b>\$ 5,900</b>
<b>Bidding Documents</b> .....	<b>\$ 3,700</b>
<b>Construction Support</b> .....	<b>\$ 7,800</b>
<b>TOTAL ESTIMATED PROJECT COST</b> .....	<b>\$39,400</b>

Mr. Matthew Andrews  
January 15, 2016  
Page 6

## EXCLUSIONS

The following items are not included in our scope of work. A cost for completion of these items can be provided, if requested.

- Phase I Environmental Site Assessment (ESA)
- Water Quality/Water Quantity Monitoring

## TERMS

The work will be completed on an *hourly not to exceed basis* without prior written authorization from you. Payment for services shall be in accordance with our *Standard Terms and Conditions*, attached.

Unanticipated services and requested additional services (beyond the scope of work) will be billed at an hourly rate per our *Standard Terms and Conditions*, pending your written approval.

If this proposal is acceptable to you, we will provide a formal agreement for signature, and the proposal and *Standard Terms and Conditions* will become part of said agreement.

Please review our proposal and the required forms (attached), and contact us if you have any questions. Thank you for the opportunity to be of service.

Sincerely,

PLUMLEY ENGINEERING, P.C.



Julian F. Clark, P.E.

JFC/MGT/cas  
Attachments

# PLUMLEY

## ENGINEERING

### STANDARD TERMS AND CONDITIONS

Effective September 1, 2015

1. LABOR BILLING RATES

Principal .....	\$195.00 per hour
Environmental Managing Engineer .....	\$185.00 per hour
Civil Managing Engineer .....	\$160.00 per hour
Senior Engineer .....	\$152.00 per hour
Senior Geologist .....	\$152.00 per hour
Project Engineer or Project Geologist .....	\$142.00 per hour
Staff Engineer or Staff Geologist .....	\$110.00 per hour
Senior Technician .....	\$ 99.00 per hour
Geographic Information Specialist .....	\$ 92.00 per hour
Technician .....	\$ 75.00 per hour
Assistant Technician .....	\$ 68.00 per hour
Senior Administrative Technical Writer .....	\$ 68.00 per hour
Administrative Assistant/Clerical .....	\$ 59.00 per hour
Senior CADD Drafter .....	\$ 70.00 per hour
CADD Plots (High Color Content 25% Premium) .....	\$ 1.00 per sq.ft.
Digital Copies (Large Format) .....	\$ 10.00 each

2. EQUIPMENT/MISCELLANEOUS CHARGES

Equipment Van Usage .....	\$ 0.75 per mile
Photoionization Detector (PID) .....	\$ 75.00 per day
Trimble GPS Unit .....	\$ 75.00 per day
Sampling Pump and Supplies .....	\$125.00 per day
Water Quality Meters (Field) .....	\$ 50.00 per day
Data Logger with Pressure Transducers .....	\$150.00 per day or \$450.00 per week
Additional Pressure Transducers .....	\$ 25.00 per day or \$ 75.00 per week
Pipe/Cable Locator .....	\$ 50.00 per day
Water Level Meter .....	\$ 30.00 per day
Pump/Accessories .....	\$100.00 to \$200.00 per day
Geophysical Equipment .....	[Quoted by job]

All of the above equipment carries a minimum half day charge.

3. SUBCONTRACTORS AND SUBCONSULTANTS

Subcontractors and subconsultants supervised by and billed through our office will be invoiced at our cost plus 15%.

4. TRAVEL

Travel time plus the IRS standard mileage reimbursement rate (per mile) will be charged portal-to-portal. If overnight stay is required, the hotel will be billed at our cost plus 10% and a \$40.00 per day meal charge will be billed for each overnight stay.

5. EXPENSES

Any out-of-pocket expenses incurred for the job will be billed at our cost plus 15%. All other overhead is included in the above rates.

6. TERMS

Invoices will be mailed at the beginning of each calendar month for the previous month's work. Payment is expected within 30 days unless prior arrangements are made. All accounts 30 days past due will be charged 1% interest per month. All projects will require a retainer to begin work unless prior arrangements are made. The retainer will be applied at the completion of the project.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished by Plumley Engineering under this Agreement will be the skill and care ordinarily used by members of Plumley Engineering's profession performing similar services and practicing under similar circumstances at the same time and in the same locality. Plumley Engineering makes no warranties, express or implied, under this Agreement or otherwise, in connection with Plumley Engineering's services.

8. COMPENSATION

For the scope of services stated, the Client agrees to pay Plumley Engineering the compensation stated in this Agreement. Plumley Engineering agrees to submit invoices monthly for services rendered and the Client agrees to submit payment to Plumley Engineering within 30 calendar days of the Client's receipt of invoice. If the Client does not pay an invoice within thirty (30) days of receipt, Plumley Engineering may, upon written notice to the Client, suspend further work until payments are brought current. The Client

## STANDARD TERMS AND CONDITIONS

Page 3

agrees to indemnify and hold Plumley Engineering harmless from any claim or liability resulting from such suspension.

In the event that it is necessary for Plumley Engineering to bring suit to enforce any provision of these Standard Terms and Conditions, including the collection of any payment due, Plumley Engineering shall be entitled to recover all costs and expenses of such litigation, including reasonable attorneys fees and the costs of appeals or bankruptcy proceedings.

9. INDEMNIFICATION

The Client and Plumley Engineering each agree to indemnify and hold the other harmless, and their respective officers, employees and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Plumley Engineering, they shall be borne by each party in proportion to its negligence.

10. AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of Plumley Engineering and Plumley Engineering's officers, directors, employees, agents, and consultants to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Plumley Engineering's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by Plumley Engineering under this Agreement, or the total amount of \$2,000,000, whichever is greater.

11. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Plumley Engineering's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond Plumley Engineering's reasonable control occur, the Client agrees that Plumley Engineering shall not be responsible for damages, nor shall Plumley Engineering be deemed in default of this Agreement.

12. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the Client and Plumley Engineering agree that they shall first submit any and all unsettled claims, counter claims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other Party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

13. TERMINATION OF CONTRACT

The Client may terminate this Agreement with seven days prior written notice to Plumley Engineering for convenience or cause. Plumley Engineering may terminate this Agreement for cause with seven days prior written notice to the Client. Failure of the Client to make payments when due shall be cause for suspension of services, or ultimately termination, unless and until Plumley Engineering has been paid in full all amounts due for services, expenses and other related charges.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Plumley Engineering's scope of services does not include any services related to the handling at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. The Client acknowledges that Plumley Engineering is performing professional services for the Client and Plumley Engineering is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

15. SUBSURFACE EXPLORATIONS AND UTILITY CLEARANCE

Plumley Engineering will notify Dig Safely New York, formerly the Underground Facilities Protective Organization (UFPO). Plumley Engineering will seek to locate subterranean structures in the vicinity of proposed subsurface excavation at the site using plans or information about the site provided by the Client. Plumley Engineering will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition if not called to Plumley Engineering's attention

prior to commencement of the work or which is not shown, or accurately located, on any plans furnished to Plumley Engineering by the Client.

16. OWNERSHIP OF DOCUMENTS

All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared or furnished by Plumley Engineering pursuant to this Agreement are instruments of Plumley Engineering's professional service, and Plumley Engineering shall retain all ownership and property interest therein. Plumley Engineering grants the Client a license to use instruments of Plumley Engineering's professional service solely for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client, without Plumley Engineering's written permission, shall be at the Client's sole risk and without liability to Plumley Engineering or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors, and the Client agrees to defend, indemnify and hold Plumley Engineering harmless from all costs, fees, losses, demands, liabilities, suits, actions, claims, damages and expenses, including attorneys' fees, whatsoever arising out of such reuse or modification by the Client or by others acting through the Client.

17. CONSTRUCTION PHASE SERVICES

If Plumley Engineering performs any services during the construction phase of the project, Plumley Engineering shall not supervise, direct or have control over the Contractor's work. Plumley Engineering shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Plumley Engineering does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

18. OPINION OF PROBABLE COSTS

When required as part of its work, Plumley Engineering will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Plumley Engineering hereunder will be made on the basis of Plumley Engineering's experience and qualifications and will represent Plumley Engineering's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Plumley Engineering does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

19. INFORMATION RELIANCE

Plumley Engineering shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

20. CERTIFICATIONS

Plumley Engineering shall not be required to sign any documents, no matter by whom requested, that would result in Plumley Engineering's having to certify, guaranty or warrant the existence of conditions that Plumley Engineering cannot ascertain.

21. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Plumley Engineering. Plumley Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Plumley Engineering because of this Agreement or Plumley Engineering's performance of services hereunder.

22. CONSEQUENTIAL DAMAGES

Neither the Client nor Plumley Engineering shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value, and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

23. GOVERNING LAW

The laws of the state in which Plumley Engineering's office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

**PROPOSAL FORM**

PROJECT NAME: Race to the Harbor Professional Engineering Services

PROPOSAL DUE DATE: January 15, 2016

Firm Name Plumley Engineering, P.C.

Contact Person & Title: Julian F. Clark, P.E., Civil Managing Engineer

Mailing Address: 8232 Loop Road, Baldwinsville, New York 13027

Email: jclark@plumleyeng.com

Telephone Contact Number: (315) 638-8587

Signature of Authorized Representative: 

Date: 01/15/2016

The work shall consist of furnishing all labor, materials and equipment required for the complete execution of all work described in the Scopes of Work. No partial proposals will be accepted.

**TOTAL PROPOSAL FEE:** \$ 39,400.00

In Words Thirty-Nine Thousand, Four Hundred Dollars

**Deliverable A Survey & Mapping:** \$ 9,500.00

In Words Nine Thousand, Five Hundred Dollars

**Deliverable C Preliminary Site Plans:** \$ 5,500.00

In Words Five Thousand, Five Hundred Dollars

**Deliverable D Final Site Plans:** \$ 7,000.00

In Words Seven Thousand Dollars

**Deliverable E Final Design Documents:** \$ 5,900.00

In Words Five Thousand, Nine Hundred Dollars

**Deliverable F Bidding Documents:** \$ 3,700.00

In Words Three Thousand, Seven Hundred Dollars

**Deliverable G Construction Support** \$ 7,800.00

In Words Seven Thousand, Eight Hundred Dollars

**PROPOSER'S WARRANTY:** The above-signed person by his/her affixed signature certifies that he/she is an officer of the Proposer. He/she has been specifically authorized to offer this Proposal in full compliance with all requirements and conditions, as set forth in the Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in this Proposal is or are correct. The Proposer further agrees not to make claim for reformation, modification, or correction of this Proposal after the scheduled closing time for receipt of proposals.

This project is subject to NYS Executive Law Article 15-A concerning MBE/WBE Participation. All professional services and equipment agreements over \$25,000 are required to comply with Article 15-A of NYS Executive Law, which includes contract language, MWBE goals, EEO requirements and MWBE payment reporting. For all professional service contracts that exceed \$25,000 a 20% MWBE utilization goal of the total contract amount shall be required.

PLEASE BE ADVISED THAT PROPOSALS MUST INCLUDE THE REQUIRED FORMS, IN ADDITION TO THE PROPOSAL FORM, INDICATED IN THE PROPOSAL CHECKLIST IF THE CONTRACT TOTAL WILL EXCEED \$25,000.

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Proposal Checklist:

- Proposal Form
- EEO Policy Statement (Appendix D)
- MWBE Utilization Plan (Appendix D)
- EPA Form 6100-3 DBE Subcontractor Performance Form (Appendix D)
- EPA Form 6100-4 DBE Subcontractor Utilization Form (Appendix D)
- Lobbying Certification (Appendix D)

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For more information contact:

Matthew J. Andrews, Senior Planner 198 North Washington Street, 315-339-7628,  
mandrews@romecitygov.com

**Submit Proposals to:** Matthew J. Andrews, Senior Planner 198 North Washington Street, Rome, New York 13440

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT REQUIREMENTS  
NEW YORK STATE REVOLVING FUND (SRF)**

I, Julian F. Clark, am the authorized representative of Plumley Engineering, P.C.  
Name of Representative Name of Contractor/Service Provider

I hereby certify that Plumley Engineering, P.C. will abide by the equal employment  
Name of Contractor/Service Provider  
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X 

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name <i>Warren Ramie Surveying</i>		Project Name <i>Mill Street &amp; Harbor Way, City of Rome</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Heather Warren</i>	
Address <i>6437 Collamer Road, East Syracuse, N.Y. 13057</i>			
Telephone No. <i>(315) 458-8979</i>		Email Address <i>hwarren@warrenramie.com</i>	
Prime Contractor Name <i>Plumley Eng.</i>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

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<i>Heather D. Warren</i>	<b>Subcontractor Signature</b>	<i>Heather D. Warren</i>	<b>Print Name</b>
<i>Managing Member</i>	<b>Title</b>	<i>January 13, 2014</i>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <i>Warren Ramie Surveying</i>		Project Name <i>Mill Street &amp; Harbor Way, City of Rome</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Heather Warren</i>	
Address <i>4437 Collamer Road, East Syracuse, New York 13057</i>			
Telephone No. <i>(315) 458-8979</i>		Email Address <i>hwarren@warrenramie.com</i>	
Prime Contractor Name <i>Plumley Eng.</i>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input checked="" type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b> <i>Heather D. Warren</i>	<b>Print Name</b> Heather D. Warren
<b>Title</b> Managing Member	<b>Date</b> 01/13/2016

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Plumley Engineering, P.C.		Project Name Race to the Harbor GIGP	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Julian F. Clark, P.E.	
Address 8232 Loop Road, Baldwinsville, New York 13027			
Telephone No. (315) 638-8587		Email Address jclark@plumleyeng.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<u>X</u> YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Warren Ramie Surveying	6437 Collamer Road East Syracuse, New York 13057 (315) 458-8979      hwarren@warrenramie.com	\$ 7,880.00	Yes

Continue on back if needed \_\_\_\_\_

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

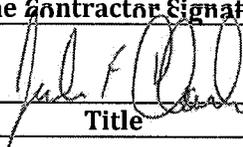
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Julian F. Clark, P.E.
<b>Title</b>	<b>Date</b>
Civil Managing Engineer	01/15/2016

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**SECTION 1: MUNICIPAL INFORMATION**

<b>Recipient/Municipality:</b>		<b>County:</b>	
<b>SRF Project No.:</b>	<b>GIG/EPG No.:</b>	<b>Contract ID:</b>	<b>Registration No. (NYC only):</b>
<b>Minority Business Officer:</b>		<b>Email:</b>	<b>Phone #:</b>
<b>Address of MBO:</b>			
<b>Signature of MBO: (Required even if Authorized Rep. is filled out)</b>			
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. <i>Complete if applicable: MBO may authorize representative to complete &amp; submit quarterly payment reports.</i>			<b>Date:</b>
<b>Authorized Representative:</b>		<b>Title:</b>	
<b>Authorized Rep. Company:</b>		<b>Email:</b>	<b>Phone #:</b>
<b>Electronic Signature of Authorized Rep.:</b>			
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

**SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION**

**If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)**

<b>Firm Name:</b> Plumley Engineering, P.C.	<b>Contract Type:</b> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Other Services
<b>Prime Firm is Certified as:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.	
<b>Address:</b> 8232 Loop Road, Baldwinsville, New York	<b>Phone #:</b> (315) 638-8587
	<b>Fed. Employer ID #:</b> 16-1267502
<b>Description of Work:</b> Engineering services for green infrastructure project. Surveyor for project is WBE. See next page for further information.	
<b>Award Date:</b> Jan. 2016	<b>Start Date:</b> Jan. 2016
<b>Completion Date:</b> Sept. 2016	
<b>Total Contract Amount:</b> \$ 39,400	<b>MWBE GOAL Total</b>
<b>MWBE Eligible Contract Amount:</b> \$ 39,400	<b>MBE:</b> 0 % \$ 0
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)	<b>WBE:</b> 20 % \$ 7,880
	<b>Total:</b> 20 % \$ 7,880

**If waivers are requested, documentation must be attached:**  Full Waiver (No Participation)  Partial Waiver (Short of the MWBE Goal)

**Specialty Equipment/Services Waiver** (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)

**Electronic Signature of Contractor:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.

**Name (Please Type):** Julian F. Clark, P.E. **Date:** 01/15/2016

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**SECTION 3: UTILIZATION PLAN**

<b>This Submittal is:</b>	<input checked="" type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications)	<b>Contract Amount:</b>		<b>For EFC Use:</b>
		<b>MBE (\$)</b>	<b>WBE (\$)</b>	
<b>Name:</b> Warren Ramie Surveying	<b>Fed. Employer ID#:</b> 16-1572523		\$7,880	
<b>Address:</b> 6437 Collamer Road, East Syracuse, New York	<b>Phone #:</b> (315) 458-8979			
<b>Scope of Work:</b> Surveying services	<b>Email:</b> hwarren@warrenramie.com			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b> April 2016			
<b>Full Contract Amount:</b> \$ 7,880	<b>Completion Date:</b> April 2016			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount:</b> \$	<b>Completion Date:</b>			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount:</b> \$	<b>Completion Date:</b>			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount:</b> \$	<b>Completion Date:</b>			

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**SECTION 4: EEO STAFFING PLAN (Service Providers Only - Instructions on the following page)**

Municipality: City of Rome	County: Oneida	SRF Project No.: 6037-13-00	Contract ID: N/A
Service Provider Name: Plumley Engineering, P.C.		Date: January 2016	

**Report Includes – Please select one from the options below:**

- Workforce utilized on this contract  
 Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

- Prime Service Provider  
 Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino													
	Male	Female	Male			Female										
			White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races		
Senior Level Officials/Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	11	0	0	0	0	0	0	0	0	3	0	0	0	0
Journeypersons																
Apprentices																
Trainees																

**Electronic Signature of Service Provider:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type): Julian F. Clark, P.E.

Date: 01/15/2016

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**SECTION 4: EEO STAFFING PLAN (Service Providers Only - Instructions on the following page)**

Municipality: City of Rome	County: Oneida	SRF Project No.: 6037-13-00	Contract ID:
Service Provider Name: <u>WARREN RAVIIE SURVEYING</u>	Date: <u>11/11/16</u>		N/A

Report Includes - Please select one from the options below:

- Workforce utilized on this contract  
 Contractor/subcontractor's total workforce

Reporting Entity - Please select one from the options below:

- Prime Service Provider  
 Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino						Female					
			Male			Female								
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	1	0	0	0	0	0	1	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	1	0	0	0	0	0	2	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

**Electronic Signature of Service Provider:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.  
 Name (Please Type): Heather Warren

**Date:** 11/11/16

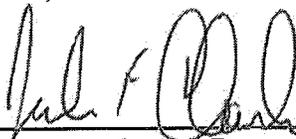
**CERTIFICATION  
FOR  
CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS  
40 CFR 34**

**SRF Project No.:** 6037-13-00

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:   
Name: Julian F. Clark, P.E.  
Title: Civil Managing Engineer  
Date: 01/15/2016

Contract ID: No Contract ID assigned yet

RESOLUTION NO. 34

REJECTING BIDS RECEIVED FOR THE ROME NAVIGATION CENTER  
PHASE II PROJECT RFP-2015-043

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

WHEREAS, the Board of Estimate and Contract, authorized the City Clerk to advertise for bids for the Rome Navigation Center Phase II Project; and

WHEREAS, the City of Rome has deemed it to be in its best interests to reject all bids previously received; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that all bids received relative to the Rome Navigation Center Phase II Project RFP-2015-043, are hereby rejected; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 35

AUTHORIZING AN EXTENSION OF AN AGREEMENT WITH  
NORTHEAST UNIFORMS (ROME FIRE DEPARTMENT)

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

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, by Resolution No. 274, adopted September 25, 2014, authorized the Mayor of the City of Rome to enter into a one year agreement with Northeast Uniforms for the supply and delivery of uniforms for members of the Fire Department entitled to receive said uniforms, which included the option of two (2) one-year extensions; and

WHEREAS, Ronald Brement, Chief of the City of Rome Fire Department, has advised the Board of Estimate and Contract that it would be in the City's best interests to extend the original contract for an additional one-year period; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the contract for one (1) year, with Northeast Uniforms, for the supply and delivery of uniforms for members of the Fire Department, as required, to provide uniforms for members of the Fire Department entitled to receive said uniforms, at a total annual amount not to exceed \$20,000.00.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 36

AUTHORIZATION TO ACQUIRE AN EASEMENT AT THE END OF WUETHRICH ROAD FROM ALBERT BARONE, SO AS TO ALLOW THE CITY ACCESS TO THE CITY WATER LINE AND RELATED EQUIPMENT

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

WHEREAS, Albert Barone ("Barone") owns real property located at the end of Wuethrich Road in the City of Rome, New York ("property"); and

WHEREAS, a section of water line runs across a portion of the Barone property on Wuethrich Road in the City of Rome, New York; and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, repairing, modifying or otherwise maintaining the water line and related equipment on said property; and

WHEREAS, the members of the Public Works Committee of the Common Council of the City of Rome, along with Frederick Schmidt, Commissioner of the Department of Public Works, opine that it is in the City's best interest to acquire an easement at the end of Wuethrich Road from Barone; and

WHEREAS, Albert Barone desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide City with access to the Barone property in order to repair, modify or otherwise maintain the water line and related equipment at the end of Wuethrich Road; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Albert Barone, in order to acquire an easement on the property at the end of Wuethrich Road, said easement being more specifically described in the attached description and map, which are both made part of this Resolution

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

# SURVEY ADDENDUM

Parcel No BARONE PROPERTIES

File No 8" WATERMAIN EXTENSION

Property Address WUETHRICH ROAD 8" WATER MAIN

City ROME

County ONEIDA

State NY

Zip 13440

Owner CITY OF ROME

Client BARONE PROPERTY

Client Address WUETHRICH ROAD

Appraiser Name

## Subject Site

Beginning at a point of the Tract described by Metes and Bounds as follows:

THENCE North 44° 18' 44" West, a distance of 34.50 Feet;

THENCE North 32° 33' 2" East, a distance of 55.74 Feet;

THENCE North 23° 10' 1" East, a distance of 56.43 Feet;

THENCE North 19° 12' 3" East, a distance of 32.37 Feet;

THENCE North 12° 9' 0" East, a distance of 93.04 Feet;

THENCE South 49° 3' 46" East, a distance of 106.12 Feet;

THENCE South 38° 16' 11" West, a distance of 223.59 Feet to point of beginning;

Said tract containing 0.31 acres (13405.68 sf) of land, more or less.

Perimeter = 601.79 Feet

No significant error of closure.

MENT BARONE PROP

METES AND BOUNDS

## BARONE PROPERTY

### 8" WATER MAIN EXTENSION

Commencing where the southwesterly property line of Joseph R. Fusco III intersects the westerly margin of Wuethrich Road thence S 44° 18' 44" E 49.5 feet + - along the northeasterly end of Wuethrich Road to the Place of Beginning; thence N 44° 18' 44" W 34.5 feet + - to a point, thence N 32° 33' 02" E 55.74 feet + - to a point, thence N 23° 10' 01" E 56.43 feet + - to a point, thence N 19° 12' 03" E 32.37 feet + - to a point, thence N 12° 09' 00" E 93.04 feet + - to a point, thence S 49° 03' 46" E 106.12 feet + - to a point, thence S 38° 16' 11" W 223.59 feet + - to the Place of Beginning.

Containing 0.31 Acres of land more or less.

The premises hereby conveyed are subject to all covenants, conditions, restrictions, easements and rights of way of record.

# PROPOSED CITY EASEMENT ON WUEITHRICH ROAD



RESOLUTION NO. 37

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO PURCHASE TURIN ROAD PROPERTY

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

WHEREAS, the City of Rome, New York has completed Phase I of the Northwest Rome Water Expansion Project; and

WHEREAS, the City of Rome has identified property located at 8497 Turin Road, Rome, New York, that is required for the extension of the City water system, and is desirous of purchasing said property to be utilized in support of Phase II of the Northwest Rome Water Expansion Project; and

WHEREAS, after negotiations between the City of Rome and the current owners of said property, the members of the Public Works Committee of the Common Council of the City of Rome, along with Frederick Schmidt, Commissioner of the Department of Public Works, opine that it is in the City's best interest to purchase a 5.22 acre portion of the property known as 8497 Turin Road (Tax Map No.: 188.003-0002-088.001), together with all the structures and/or improvements thereon, at an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00), to support Phase II of the Northwest Rome Water Expansion Project; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York that it does hereby authorize the City of Rome to purchase a 5.22 acre portion of the property known as 8497 Turin Road (Tax Map No.: 188.003-0002-088.001), from Rolf E. and Janice L. Brynilsen, together with all the structures and/or improvements thereon, for an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00), said property being more fully described and depicted on a survey map prepared by Susan Anacker and dated January 29, 2016, which is on file in Rome City Clerk's Office; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute any and all documents required, upon approval of the Corporation Counsel, to effectuate the acquisition of 8497 Turin Road, Rome, New York.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 38

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AMENDMENT NO. 3 WITH GHD CONSULTING ENGINEERS  
RELATIVE TO THE RAW WATER TUNNEL REHABILITATION

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

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 184 adopted September 13, 2012, authorized the awarding of a contract to GHD Consulting Engineers, LLC, of Cazenovia, New York, for professional design services for the Raw Water Tunnel Rehabilitation Project, at a total contract amount of Six Hundred Forty Thousand and 00/100 Dollars (\$640,000.00); and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 120 adopted May 28, 2015, authorized the awarding of Amendment No. 1, for additional services relative to the above referenced project, in an amount not to exceed \$1,173,900.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 30 adopted January 28, 2016, authorized the awarding of Amendment No. 2, so as to include additional language— mutually agreed upon by the parties; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of Public Works for the City of Rome, that GHD Consulting Engineers, LLC, of Cazenovia, New York be awarded Amendment No. 3 for additional services relative to the above referenced project, in an amount not to exceed \$60,000.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to GHD Consulting Engineers, LLC, of Cazenovia, New York, pursuant to Resolution No. 184 adopted September 13, 2012, be and is hereby amended, whereby Amendment No. 3 is hereby awarded, to modify the contract to allow for additional work to be done, which will increase the total project cost by an amount not to exceed \$60,000.00, pursuant to the attached proposed amendment, which by this reference is made a part of this Resolution, and

BE IT FURTHER RESOLVED, that the total amount of Amendment No. 3 as described hereinabove shall be in a total amount of \$60,000.00, per the attached documentation, for a total contract price of \$1,873,900.00.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:



TO AGREEMENT BETWEEN  
CITY OF ROME, NEW YORK  
AND  
GHD CONSULTING SERVICES INC.

WHEREAS, GHD Consulting Services Inc. (Engineer) and the City of Rome, New York (Owner) entered into an Agreement dated March 1, 2013 to perform geological, geotechnical, field survey, protection system design and bidding and review services for the Raw Water Tunnel Rehabilitation Project; and

WHEREAS, Owner intends to proceed with construction of the project; and

WHEREAS, Owner requests additional Engineering Services required during construction phase per 3.3 Section of Amendment No. 1 (Revised March 16, 2015);

Additional Engineering Services Include:

1. Evaluation, engineering, and design for temporary and permanent support systems in the side-cut tunnel junction area. Rock mass of the junction chamber area was destabilized by the Contractor during construction of the access shafts needed for tunnel rehabilitation support equipment. Original rehabilitation design plan for this area could not be utilized with new conditions created during construction. Therefore, new engineered design plans are required.
2. Evaluation, engineering, and design of a concrete tunnel lining system for the tunnel invert to 1) facilitate tunnel rehabilitation construction, 2) facilitate future operation and maintenance of tunnel, and 3) allow City to benefit from credit offer by Contractor for constructing new concrete invert.

NOW, THEREFORE, Engineer and Owner agree to amend the Agreement as follows.

Additional Engineering Services include:

**Scope of Services**

1. Side-Cut Junction Chamber Area.
  - a. Evaluation of side-cut area condition after construction of vertical access shafts.
  - b. Assessment of existing temporary support structures installed by Contractor.
  - c. Mapping of rock mass, damaged areas, and plotting of temporary support works.
  - d. Measurements at key junction chamber geometric features.
  - e. Structural evaluation of junction chamber based on existing conditions, geometry, and rock mass condition.
  - f. Preparation of design drawings and work sequence for rehabilitation to tunnel floor, walls, crown, and side-cut tunnel opening.
  - g. Development of construction sequencing requirements and notes to re-establish temporary works required to stabilize tunnel, and to serve as ground support to install permanent works.
  - h. Coordination of this design with the New York State Department of Health.

2. Concrete Tunnel Invert.
  - a. Evaluate existing condition of tunnel invert and materials.
  - b. Negotiate terms, conditions, and credit with Contractor.
  - c. Develop design plan and details for concrete tunnel invert.
  - d. Coordination of this design with the New York State Department of Health.

**Payments to Engineer**

Cost for the above Scope of Services shall be completed on a lump sum basis, as follows:

Side-Cut Junction Chamber Area Engineering Services	\$45,000
Tunnel Invert Engineering Services	<u>\$15,000</u>
<b>Total value of Amendment No. 3 is:</b>	<b>\$60,000</b>

**Schedule**

Additional services to be performed immediately and completed within 30 days of signed Amendment No. 3.

**AUTHORIZATION**

The return of one signed copy of this Amendment No. 3, together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for Engineer to proceed with the Scope of Service outlined above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 as of the last date entered below.

ENGINEER:

**GHD CONSULTING SERVICES INC.**

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



Kevin Castro, P.E.

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

Principal

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

1/22/14

OWNER:

**CITY OF ROME, NEW YORK**

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

Jacqueline M. Izzo

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

Mayor

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

KC/mrv

RESOLUTION NO. 39

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM.

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

WHEREAS, Kevin Beach, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program; and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program, said program being the County-wide effort to reduce alcohol related traffic injuries and fatalities; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome up to the sum of Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00); now, therefore,

BE IT RESOLVED, by the Board and Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program for the time period January 1, 2016 to December 31, 2016; and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

## ONEIDA COUNTY STOP-DWI PROGRAM AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of January 2016, by and between the CITY OF ROME through its POLICE DEPARTMENT, having offices at 301 North James Street Rome NY 13440, hereinafter referred to as the "POLICE AGENCY," and the COUNTY OF ONEIDA, through its' STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".

WHEREAS, the COUNTY operates and conducts a program entitled "STOP-DWI," and,

WHEREAS, the POLICE AGENCY desires to participate in and promote the "STOP-DWI" program for its residents along with the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. **GENERAL:** The POLICE AGENCY shall provide services and activities as outlined below under the "Scope of Services" which services and activities shall be related to the mission of the STOP-DWI PROGRAM: the County-wide enforcement of New York State Vehicle and Traffic laws relating to DWI aimed at reducing alcohol-related traffic injuries and fatalities.

2. **FEE:** The COUNTY shall reimburse the POLICE AGENCY up to the sum of Sixteen Thousand Five Hundred Dollars and no cents (\$16,500.00) for the above.

a) Payments shall be made upon receipt from the POLICE AGENCY of a properly completed voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the COUNTY detailing the POLICE AGENCY's activities that were undertaken on behalf of the STOP-DWI PROGRAM. Salary, fringe benefits, related travel and subsistence and breath testing equipment calibrations shall be included in the \$16,500 amount. *To be reimbursed for expenses other than DWI Selective Enforcement Patrols, the POLICE AGENCY shall receive prior approval from the STOP-DWI Coordinator.*

b) The COUNTY shall evaluate the effectiveness of the POLICE AGENCY's participation in this agreement and reserves the right to seek adjustment of the Agreement at the end of the second quarter of the calendar year of this Agreement.

c) The COUNTY reserves the right to conduct an on-site program and/or fiscal audit of the POLICE AGENCY 's records as they relate to STOP-DWI Program activities in a manner consistent with generally accepted accounting principles and program guidelines. The POLICE AGENCY shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Coordinator or his/her designee in order to verify program activity claimed by the POLICE AGENCY in claims made to the STOP-DWI Program for reimbursement.

3. **GOVERNANCE AND OPERATING PROCEDURES**: All activities associated with this agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) The **POLICE AGENCY** warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) The **POLICE AGENCY** 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.

4. **TERM**: This **AGREEMENT** shall be effective beginning January 1, 2016 through December 31, 2016.

5. **TERMINATION**: The **COUNTY** reserves the right to terminate this **AGREEMENT**, upon 30 days written notice to the **POLICE AGENCY**. In the event of termination, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

6. **ASSIGNMENT**: This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

7. **SCOPE OF SERVICES**: In accordance with this **AGREEMENT** the **POLICE AGENCY** shall provide the following services:

- a) Conduct DWI Selective Enforcement Patrols;
- b) Testify in criminal proceedings as a result of DWI arrests; and
- c) Attend training that enhances the mission of the **STOP-DWI Program**.

8. **SPECIAL REPORTS**: The **POLICE AGENCY** shall notify the **STOP-DWI Coordinator** of all arrests on a quarterly basis and any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be presented as a photocopy of the final MV-104A and MV-104D Police Reports.

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

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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

CITY OF ROME

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE:

ONEIDA COUNTY

BY \_\_\_\_\_

DATE \_\_\_\_\_

Anthony J. Picente, Jr.  
Oneida County Executive

BY \_\_\_\_\_

DATE \_\_\_\_\_

Kevin W. Revere  
Director of Emergency Services

Approved as to Form Only

\_\_\_\_\_  
Assistant County Attorney

## ADDENDUM

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

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

**6. Workers' Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

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

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

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for seven (7) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

#### 17. Audit

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

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

#### 18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

COUNTY OF ONEIDA

CONTRACTOR

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Anthony J. Picente, Jr.  
Oneida County Executive

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By:

Approved as to Form

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Assistant County Attorney

RESOLUTION NO. 40

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH ONEIDA COUNTY STOP-DWI PROGRAM  
"CRACK DOWN PATROLS"

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

WHEREAS, Kevin Beach, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program "Crack Down Patrols"; and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program, said program being the County-wide effort to reduce alcohol related traffic injuries and fatalities on targeted holiday dates; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome up to the sum of Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250.00) for DWI Selective Enforcement Patrols, including salary and fringe benefits provided by the City of Rome Police Department; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program "Crack Down Patrols" for the time period December 1, 2015 to September 30, 2016, and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program "Crack Down Patrols" in their joint effort to reduce alcohol related traffic injuries and fatalities on targeted holidays.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT made this 1st day of December 2015, by and between the **CITY OF ROME** through its **POLICE DEPARTMENT**, having offices at 301 North James Street, Rome NY 13440, hereinafter referred to as the "**POLICE AGENCY**," and the **COUNTY OF ONEIDA**, through its **STOP-DWI PROGRAM**, hereinafter referred to as the "**COUNTY**".

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI**," and has been the recipient of a special grant from NYS STOP-DWI Foundation to support a program entitled "**Selective STOP-DWI Crackdown Patrols**", and

WHEREAS, the **POLICE AGENCY** desires to participate in New York State **Selective STOP-DWI Crackdown Patrols**.

NOW, THEREFORE, the parties agree as follows:

1. The **POLICE AGENCY** shall provide **Selective STOP-DWI Crackdown Patrols** on targeted holiday dates, as set by the New York State STOP-DWI Foundation. These services and activities shall be related to the mission of the **STOP-DWI PROGRAM**: the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of Three Thousand Two Hundred Dollars and no cents (**\$3,250.00**) for the above. Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within thirty (30) days of said **Selective STOP-DWI Crackdown Patrols**.

3. All activities associated with this agreement shall be governed by the officially published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

4. The **POLICE AGENCY** warrants and represents that the program to be conducted by it and does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The **POLICE AGENCY** 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.

6. Miscellaneous Provisions: Annexed hereto and made a part hereof, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

7. This AGREEMENT shall be effective from December 1, 2015 through September 30, 2016.

8. The COUNTY reserves the right to terminate this AGREEMENT, upon 30 days written notice to the POLICE AGENCY. In the event of termination, the COUNTY will have no further obligation to the POLICE AGENCY other than payment for costs or services actually incurred prior to termination. In no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

9. This AGREEMENT may not be assigned by the POLICE AGENCY without the prior written consent of the COUNTY.

10. The funds paid to the POLICE AGENCY under this Agreement are intended to be used to support police officers' hours worked during the Selective STOP-DWI Crackdown Patrols. Reimbursement for such hours worked will be made by the COUNTY up to the amount of \$3,250.00 to be paid under this Agreement.

11. The POLICE AGENCY is not entitled to reimbursement under this Agreement for expenditures without prior approval for such expenditures from the STOP-DWI Coordinator.

12. The POLICE AGENCY shall notify the STOP-DWI Coordinator of all traffic fatalities occurring within the POLICE AGENCY's jurisdiction during the term of this Agreement, upon completion of the investigation of the fatality. Such notification shall include a photocopy of the final MV-104A and MV-104D Police reports.

**CITY OF ROME**

\_\_\_\_\_  
BY:  
Title: Mayor

\_\_\_\_\_  
DATE

**ONEIDA COUNTY**

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY: Kevin W. Revere  
Title: Emergency Services Director

\_\_\_\_\_  
DATE

Approved as to form

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Oneida County Attorney's Office

ADDENDUM

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

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

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

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

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

**7. Non-Discrimination Requirements.**

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

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for seven (7) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

#### 17. Audit

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

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

#### 18. Certification of compliance with the Iran Divestment Act.

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

COUNTY OF ONEIDA

CONTRACTOR

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

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

Approved as to Form

\_\_\_\_\_  
Assistant County Attorney

RESOLUTION NO. 41

AUTHORIZING THE MAYOR TO ENTER INTO AN  
INTER-MUNICIPAL AGREEMENT WITH ONEIDA COUNTY YOUTH BUREAU

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

WHEREAS, David C. Nolan, Treasurer for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Youth Bureau to obtain funding in the amount of \$3,366.00— to be used towards Rome Police Department’s Juvenile Aid Division, and to obtain funding in the amount of \$3,366.00— to be used towards the City of Rome’s Municipal Recreation Program. The total amount of funding secured through said agreement shall be \$6,732.00; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with the Oneida County Youth Bureau, pursuant to the terms defined in the attached Agreement, which is made part of this Resolution.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

**ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT**

**COUNTY**

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

**SERVICE PROVIDER**

City of Rome  
198 North Washington Street  
Rome, New York 13440

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

~~City of Rome Juvenile Aid Division~~  
(Hereinafter referred to as the Contractor)

**PERIOD OF AGREEMENT:**

From: January 1, 2015  
To: December 31, 2015

**COUNTY RESOLUTION NO. 295**  
Adopted on 10/14/2015

**FINANCIAL TERMS OF AGREEMENT:**

Approved O.C.F.S.  
Funds:  
\$ 3,366.00

Matching Funds

*No County Funds are Required*

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

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

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

COUNTY OF ONEIDA

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

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

By: \_\_\_\_\_  
Lucille A. Soldato  
Commissioner of Social Services

By:   
Kevin M. Green  
Youth Bureau Director

Approved as to form

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

City of Rome  
City of Rome Juvenile Aid Division

#Y14001  
January 1, 2015 – December 31, 2015

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants of, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - 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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant

damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this 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 either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the

subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement.

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

#### REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by

this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

#### CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or its sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a)

the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may,

upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for

which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for

any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

City of Rome

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, Mayor

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**SIGNATURE**

**DATE**

**ADDENDUM**

THIS ADDENDUM, entered into on this 1<sup>st</sup> day of January, 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

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

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

- Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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

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

When applicable to the services provided pursuant to the Contract:

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

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

**5. Non-Assignment Clause.**

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

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

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

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

**10. Records.**

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

**County of Oneida**

**Contractor**

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

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

Anthony J. Picente, Jr.  
Oneida County Executive

Mayor

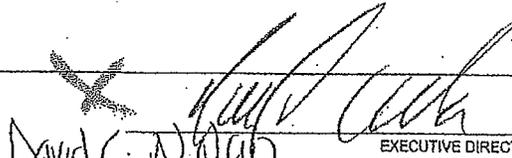
Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
INDIVIDUAL PROGRAM APPLICATION  
Program Information

Program Title: <u>Juvenile Aide</u>		OCFS ID# (For County Use Only)	Program Year: <u>2015</u>
<b>FUNDING INFORMATION:</b>			
Funding Category: <input checked="" type="checkbox"/> Youth Development Funding <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II		County: <u>Orinda</u>	
<b>FUND AMOUNTS:</b>			
Total Program Amount: <u>177,711.36</u>		OCFS Funds Requested: _____	
Amount Allocated: <u>3306.00</u>		60% State Aid [RHYA Programs ONLY]	% Tax Match
		% Agency Cash:	% In Kind
<b>AGENCY INFORMATION:</b>			
This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Federal ID #: <u>136000414</u>	Charities Reg #:
Agency Website: <u>RomeCity.gov.com</u>		Implementing Agency: <u>City of Rome</u>	
Mailing Address: <u>198 N. Washington St</u>			
Address Line 2:			
City: <u>Rome</u>	State: <u>NY</u>	Zip Code: <u>13440</u>	
<b>EXECUTIVE DIRECTOR FOR AGENCY:</b>			
Last Name: <u>Luco</u>		First Name: <u>Joseph</u>	
Title: <u>Mayor</u>	Phone Number: <u>315-339-7676</u>	Extension: _____	
Fax Number: <u>315-838-1165</u>	E-Mail: <u>Mayor@romecity.gov.com</u>		
<b>CONTACT PERSON FOR AGENCY:</b>			
Last Name: <u>Golden / Smith (Sgt)</u>		First Name: <u>Dinice / Thomas</u>	
Title: <u>Payroll Manager / SERGEANT</u>	Phone Number: <u>315-339-1165 / 315-339-7114</u>	Extension: _____	
Fax Number: <u>315-838-1165</u>	E-Mail: <u>dgolden@romecity.gov.com</u>		
<b>PERIOD OF ACTUAL PROGRAM OPERATION:</b>			
FROM: <u>Jan</u>	TO: <u>Dec</u>	<b>HOURS OF OPERATION:</b>	
<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Other (Explain)	FROM: <u>8:30 AM</u>	TO: <u>4:30 PM</u>


  
 EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your program.  
 Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**PROGRAM BUDGET**  
APPENDIX B

QYDS ID: 

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FISCAL YEAR: 2015

AGENCY/MUNICIPALITY: City of Rome

PROGRAM TITLE: Juvenile Aide

FUND TYPE:

FISCAL CONTACT INFORMATION:  
(Include Name, Phone Number, E-mail address)

**PERSONAL SERVICES:**

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
<u>Police Sergeant</u>	<u>\$33,718.9</u>	<u>H</u>	<u>\$ 70405.00</u>	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL SALARIES AND WAGES</b>			<u>\$ 70405.00</u>	\$
<b>TOTAL FRINGE BENEFITS</b>			<u>\$ 107306.36</u>	\$
<b>TOTAL PERSONAL SERVICES (1)</b>			<u>\$ 177711.36</u>	<u>\$ 177711.36</u>

**CONTRACTED SERVICES AND STIPENDS**

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S, M, HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL CONTRACTED SERVICES (2)</b>			\$	\$
<b>TOTAL MAINTENANCE &amp; OPERATION (3)</b>			\$	\$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:  
(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

**FACILITY REPAIRS**

PROGRAM SITE ADDRESS		
	\$	
	\$	
<b>TOTAL FACILITY REPAIRS (4)</b>	\$	\$

**TOTAL OCFS PROGRAM AMOUNT**

**+ TOTAL OCFS FUNDS REQUESTED** \$ 177,711.36

LIST OF OTHER FUNDING SOURCES		REIMBURSABLE TOTAL
	\$	
	\$	MUNICIPAL FUNDING
	\$	OTHER SOURCES

\* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.  
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.



## The Rome Police Department Juvenile Aid Division

The Juvenile Aid Division is overseen by Sergeant Thomas P. Smith and handles all incidents and issues that involve persons who are under the age of 16 and un-emancipated. This includes, but is not limited to, all criminal incidents with juvenile offenders or victims, and also many non-criminal matters that require police intervention. Investigators and officers assigned are trained to interact with agencies such as the New York State Office of Children and Family Services (OCFS), the Oneida County Attorney's Office, Oneida County Probation Department, and Oneida County Family Court. Juvenile investigators are trained to investigate crimes with a particular emphasis on prosecution when indicated and rehabilitation whenever possible. Youthful offenders are treated with special safeguards and procedures that assess the seriousness of each offense and determine the precise course of action that best suits the offenders and the community.

Criminal investigations involving juveniles: These crimes require all of the same skills as those involving adults, with the added burdens of safeguarding the juveniles within the laws pertaining to them. Juvenile incidents have a far greater expectation of privacy and anonymity under New York State Law, and these rights are scrupulously protected at all times. Young offenders, especially first-time offenders, require extensive oversight and protection to divert them from future recidivism. Youthful victims need clear and visible support from law enforcement, especially if issues exist concerning their immediate family and guardianship. The procedures and courts related to juvenile justice are separate and distinct from adult venues, and juvenile investigators and officers must be completely acquainted with these to effectively perform their duties.

### Stationhouse Adjustment:

This program was developed to encourage all police agencies to divert juvenile offenders with minor infractions from the justice system. Stationhouse adjustments are made when the investigators or officers determine that a juvenile has been involved in a minor incident and have little or no prior history of delinquent behavior. Juvenile investigators review all such cases and attempt to resolve them through means other than the signing of complaints of juvenile delinquency. Methods involved with Stationhouse adjustment include the use of community service, assignment of restitution, referral to qualified counseling or youth associations and direct interaction between investigators and the juveniles.

### School Resource Officer Program:

The juvenile aid division also oversees the department's school resource officer program, keeping in contact to work closely with the Rome City School District in sharing information to keep the schools as safe as possible.

School resource officers are trained, certified police officers, assigned full-time to Rome Free Academy and Strough Middle School as a police liaison and youth specialist for daily interaction with students, faculty, and staff. This program places the juvenile aid division in direct contact with school children at a critical age, and is designed to address issues and intervene positively at the earliest stages of potential conflict. The officer also creates and promotes a positive image of law enforcement that aspires to attain optimal acceptance and cooperation with the community's younger members. Juvenile aid division personnel are charged with the protection and safety of society's most vulnerable members, and investigators and officers maintain strong contact with parents, schools, community groups, and all individuals who share the goal of serving the youth of the City of Rome.

Juveniles processed/served by the juvenile aid division are categorized as is required by the New York State Office of Children and Family Services as follows:

Gender: 293 males, 285 females

Ethnic categories:

433 white, 143 black, 23 Hispanic 2 American Indian/Alaskan Native

Ages: 0-9 (8), 10-14 (306), 15-17 (264).

According to the uniform crime report, the cases investigated by the juvenile aid division can be categorized as follows:

- 52 Juvenile Missing or Runaway
- 27 Adult Missing Person
- 217 Simple Assault
- 27 Criminal Mischief
- 46 Larceny
- 03 Burglary
- 05 Sex Offense
- 01 Robbery
- 02 Poss. Stolen Property
- 24 Drugs / Alcohol
- 05 Weapons
- 36 Disorderly Conducts
- 194 Other

**ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT**

**COUNTY**

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

**SERVICE PROVIDER**

City of Rome  
198 North Washington Street  
Rome, New York 13440

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

~~Rome Municipal Recreation~~  
(Hereinafter referred to as the Contractor)

**PERIOD OF AGREEMENT:**

From: January 1, 2015  
To: December 31, 2015

**COUNTY RESOLUTION NO.**  
Adopted on

**FINANCIAL TERMS OF AGREEMENT:**

Approved O.C.F.S.  
Funds:  
\$ 3,366.00

Matching Funds  
*No County Funds are Required*

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

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

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

COUNTY OF ONEIDA

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

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

By: \_\_\_\_\_  
Commissioner of Social Services

By: *Kim H. Goss*  
Youth Bureau Director

Approved as to form

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

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants of, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - 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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant

damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this 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 either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the

subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency

- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by

this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

#### CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a)

the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may,

upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for

which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for

any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

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NAME OF CONTRACTED AGENCY

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

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DATE

ADDENDUM

THIS ADDENDUM, entered into on this 1<sup>st</sup> day of January, 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

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

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The Contractor's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
    - 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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

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

When applicable to the services provided pursuant to the Contract:

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

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

**5. Non-Assignment Clause.**

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

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

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

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

**10. Records.**

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

**County of Oneida**

**Contractor**

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

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

Oneida County Executive

Name:

Approved as to Form only

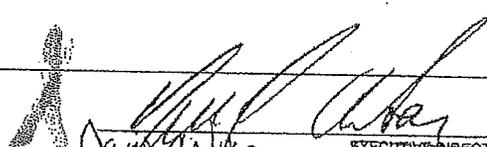
\_\_\_\_\_

Oneida County Attorney

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
INDIVIDUAL PROGRAM APPLICATION

Program Information

Program Title: <u>Summer Recreation</u>		OCFS ID# (For County Use Only)	Program Year: <u>2015</u>
<b>FUNDING INFORMATION:</b>			
Funding Category: <input checked="" type="checkbox"/> Youth Development Funding <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II		County: <u>Oriskany</u>	
<b>FUND AMOUNTS:</b>			
Total Program Amount: <u>284,028.07</u>		OCFS Funds Requested:	
Amount Allocated: <u>53,660.00</u>		60% State Aid (RHYA Programs ONLY)	% Tax Match:
		% Agency Cash:	% In Kind:
<b>AGENCY INFORMATION:</b>			
This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Federal ID #:	Charities Reg.#:
Agency Website: <u>romecity.gov.com</u>		<u>156000414</u>	
Mailing Address: <u>198 N Washington St</u>		Implementing Agency:	
Address Line 2:			
City: <u>Rome</u>	State: <u>ny</u>	Zip Code: <u>13440</u>	
<b>EXECUTIVE DIRECTOR FOR AGENCY:</b>			
Last Name: <u>Kurco</u>		First Name: <u>Joseph</u>	
Title: <u>Mayor</u>		Phone Number: <u>315-339-7676</u>	Extension:
Fax Number: <u>315-838-1165</u>		E-Mail: <u>mkurco@romecity.gov.com</u>	
<b>CONTACT PERSON FOR AGENCY:</b>			
Last Name: <u>Golden</u>		First Name: <u>Denise</u>	
Title: <u>Payroll Manager</u>		Phone Number: <u>315-339-7681</u>	Extension:
Fax Number: <u>315-838-1165</u>		E-Mail: <u>dgolden@romecity.gov.com</u>	
<b>PERIOD OF ACTUAL PROGRAM OPERATION:</b>			
FROM: <u>Jan</u>	TO: <u>Dec</u>	<b>HOURS OF OPERATION:</b>	
<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)		FROM: <u>8:30 am</u>	TO: <u>4:30 pm</u>

  
 Denise Golden  
 EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE  
  
 City Treasurer

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**PROGRAM BUDGET**  
APPENDIX B

QYDS ID: 

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FISCAL YEAR: 2015

AGENCY/MUNICIPALITY: City of Rome  
PROGRAM TITLE: Summer Recreation

FUND TYPE:

FISCAL CONTACT INFORMATION

(include Name, Phone Number, E-mail address)

**PERSONAL SERVICES:**

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Laborer	\$		\$ 35838.-	
Maint. engine Man	\$		\$ 37814.-	
Working Coleman	\$		\$ 42203.-	
Rec Coordinator	\$		\$ 44500.-	
Sr Clerk	\$		\$ 36971	
	\$		\$	
<b>TOTAL SALARIES AND WAGES</b>			\$ 197326.-	\$
<b>TOTAL FRINGE BENEFITS</b>			\$ 86702.07	\$
<b>TOTAL PERSONAL SERVICES (1)</b>			\$ 284,028.07	\$ 284,028.07

**CONTRACTED SERVICES AND STIPENDS**

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL CONTRACTED SERVICES (2)</b>			\$	\$
<b>TOTAL MAINTENANCE &amp; OPERATION (3)</b>			\$	\$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

**FACILITY REPAIRS**

PROGRAM SITE ADDRESS	TOTAL OCFS PROGRAM AMOUNT	TOTAL OCFS FUNDS REQUESTED
	\$	
	\$	
<b>TOTAL FACILITY REPAIRS (4)</b>	\$	\$

**TOTAL OCFS PROGRAM AMOUNT**

**+ TOTAL OCFS FUNDS REQUESTED**

\$ 284,028.07

LIST OF OTHER FUNDING SOURCES	TOTAL OCFS PROGRAM AMOUNT	REIMBURSABLE TOTAL
	\$	
	\$	MUNICIPAL FUNDING
	\$	OTHER SOURCES

\* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED. USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

RECREATION STAFF FRINGE BENEFIT PROJECTION FOR 2015

EMPLOYEE NAME	ANNUAL SALARY	P/IX HEALTH EMPLOYEE	P/IX AFLAC	FICA/MED EMPR TAX	NYS RETIREMENT FRINGE	HEALTH FRINGE	LIFE FRINGE	TOTAL FRINGE BENEFITS	TOTAL SALARY & FRINGES P/EMPEE
CANNISTRA, JOSEPH <sup>GD</sup>	35,838.00	-1,350.18	-2,825.94	2,422.13	7,525.98	4,050.54	40.56	14,039.21	49,877.21
COSTELLO JR, LEONARD <sup>GD</sup>	37,814.00	-3,780.14	-352.82	2,576.60	7,940.94	11,340.42	40.56	21,898.52	59,712.52
GUY, JAMES <sup>GD</sup>	42,203.00	0.00	-320.32	3,204.03	8,862.63	2,000.00	63.44	14,130.10	56,333.10
HICKEY, RYAN <sup>GD</sup>	44,500.00	-2,273.44	0.00	3,230.33	9,345.00	6,820.32	0.00	19,395.65	63,895.65
SPADAFORA, NICOLE <sup>GD</sup>	36,971.00	-2,273.44	0.00	2,654.36	7,763.91	6,820.32	0.00	17,238.59	54,209.59
	197,326.00								
TOTAL FRINGE BENEFITS FOR SUMMER RECREATION PROG.									284,028.07

SUMMER PROGRAM NUMBERS 2015

<u>PROGRAM</u>	<u>REGISTRATATION#</u>
<i>DROP-IN PROGRAM</i>	<i>64</i>
<i>BASEBALL</i>	<i>38</i>
<i>CHEERLEADING</i>	<i>24</i>
<i>WEIGHT TRAINING</i>	<i>21</i>
<i>FOOTBALL</i>	<i>20</i>
<i>JR. SERIES</i>	<i>24</i>
<i>KAYAKING</i>	<i>41</i>
<i>BASKETBALL</i>	<i>40</i>
<i>BAILEYS KARATE</i>	<i>24</i>
<i>DAVE BRUCE KARATE</i>	<i>29</i>
<i>SIDE KICKS KARATE</i>	<i>18</i>
<i>SOCCER CLINIC</i>	<i>34</i>
<i>TENNIS</i>	<i>72</i>
<i>SCIENCE CLUB</i>	<i>61</i>
<i>SWIM LESSONS</i>	<i>148</i>
<i>WATER POLO</i>	<i>8</i>
<i>FAMILY LUAU'S</i>	<i>165</i>
<i>ICE CREAM SOCIALS</i>	<i>70</i>
<i>SUMMER-END CARNIVAL</i>	<i>247</i>

**TOTAL: 1148**

Pool Swimmer Usage Daily Avg.:

280 Daily Swimmers

JOSEPH R. FUSCO  
Mayor



## DEPARTMENT OF PARKS & RECREATION

ROME CITY HALL, 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815  
Telephone: (315) 339-7656 Fax: (315) 838-1161  
[www.romenewyork.com](http://www.romenewyork.com)

### Introduction

The goal of the City of Rome, a historic family-oriented community in the Mohawk Valley of New York State, is to build and enrich the lives of our community kids by providing diversified recreational programs and facilities within a safe and enjoyable environment.

Today, the City of Rome is serving hundreds of youths daily from mid-April through September with thousands of participants annually. While the city would like to be able to completely fund such a community improving project, it currently lacks the resources to do so.

### Financial Need

The City of Rome, and the whole Mohawk Valley region, has been in a prolonged economic decline beginning around the 1960s when it began losing its traditional industries one by one to newer manufacturers in the emerging global economy. In 1995, the city again lost a large proportion of its population (33%) and economic vitality when Griffiss Air Force Base, the largest employer in the Mohawk Valley at that time, closed. As a result, it has experienced a glut of housing together with a steep drop in its tax base; and, Rome has been left at a particular disadvantage compared to other cities because, while public revenues declined, it remains responsible for the infrastructure of a much larger city. This responsibility includes roads, water and sewer systems, schools and public safety. Diminished city revenues have been redistributed to essential city services and taken out of other programs such as recreation.

Since Griffiss closed, per capita income has dropped to \$18,604, median household income is \$33,643, and median family income is now \$42,929 (compared to \$23,389, \$43,393 and \$51,691 statewide). Rome's vacancy rate is now 16% – one third of its 1990 rate (5%) and twice that of New York State (8%).<sup>1</sup> Many working neighborhoods have developed high crime rates and code enforcement violations. There are a disproportionate percentage of renters vs. owner-occupants, and housing value has plummeted. As a result, the city is now experiencing extensive neighborhood deterioration, including abandoned and vacant buildings, properties that have fallen into disrepair, and a lack of owner resources to correct these problems. While the city has tried to rely somewhat on grant monies to initiate recovery programs, resources are

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<sup>1</sup> According to the 2000 U.S. Census.

spread very thin just to maintain city infrastructure; there is little left for growth and improvement.

The extent of economic impairment at the family level is reflected in the percentage of school-aged children eligible for the New York State School Lunch Program, a good indicator of family economic health since it is based solely on family income. In four out of Rome's six public elementary schools (approximately 60%), fully half of the students are eligible for the NYS School Lunch Program, and in three of these schools, over three-quarters of the students are eligible.

Participation in youth sports is known to have lifelong social, psychological and health benefits. These include social adjustment, character building, and a sense of belonging, usefulness, psychological well-being, and good health habits. The city believes that its commitment to youth sports is a wise investment in community well-being and strong citizenship.

### **Commitment to Excellence**

The Rome Parks and Recreation Department has a long record of commitment to excellence in its sports/recreation programs and facilities. Annually, all programs and facilities reach nearly 9,000 youths. We began these programs in order to support the Rome City School District and the Community in general, in developing strong citizenship values, self-confidence and commitment to healthy living. We have continued to devote scarce resources to these activities and facilities despite the sporadic economic setbacks described above. Cooperative agreements and partnerships are sought out on a regular basis with various community organizations including the *Rome City School District, the Rome Sports Hall of Fame, the Rome Family YMCA, Stan Evans Basketball League, Grizzlies Hockey, Rome Youth Baseball, Rome Pop Warner Football, and the Rome Art & Community Center.*

### **Program Description and Needs**

The City of Rome's Summer Parks and Recreation Program has been in continuous existence since 1991. The parks and programs serve roughly 9000 boys' and girls' annually from ages 4 through adult-hood. The vast majority of our parks are located within "low-income" areas with a high population of "at-risk" youth. The public elementary schools serving these areas have as high as 91% of its students receiving free or reduced lunch services from NY State and 20.3% of the residents are below the poverty line.

While the city has been concerned about offering and providing quality facilities, events, and programs within the area, it has not had the wherewithal to pursue to provide all free recreational opportunities and facilities that would enhance the overall experience and quality of life of our area youths.

RESOLUTION NO. 42

AUTHORIZING AN EXTENSION OF AN AGREEMENT  
WITH NORTHEAST UNIFORMS (CSEA, 1088, ATU)

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

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, by Resolution No. 350 adopted December 11, 2014, authorized the Mayor of the City of Rome to enter into a one year agreement with Northeast Uniforms for the supply and delivery of uniforms for use by the City of Rome CSEA Local 100 Field Workers, AFSCME Local 1088, and Amalgamated Transit Union Local 582 (Parking Operations), which included the option of two (2) one-year extensions; and

WHEREAS, Jennifer Gotti, Interim Purchasing Agent for the City of Rome New York, has advised the Board of Estimate and Contract that it would be in the City's best interests to extend the original contract for an additional one-year period at an annual bid total of \$1,799.78 per unit; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the contract for one (1) year, with Northeast Uniforms, for the supply and delivery of uniforms, for use by the City of Rome CSEA Local 100 Field Workers, AFSCME Local 1088, and Amalgamated Transit Union Local 582 (Parking Operations), at an annual bid total of \$1,799.78 per unit.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED: