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

BOARD OF ESTIMATE AND CONTRACT MEETING **JUNE 9, 2016**
REGULAR SESSION **10:00 AM**

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 preceding session be dispensed with and that they be approved.)

3. **COMMUNICATIONS**

4. **PUBLIC SPEAKERS**

5. **REPORT OF DEPARTMENT HEADS**

6. **RESOLUTIONS**
   RES. NO. 123
   A

   AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR GREEN WASTE MATERIAL COLLECTION AND DISPOSAL. Emmanuele

   RES. NO. 124
   B

   AUTHORIZING BUDGETARY TRANSFERS (2016). Nolan

   RES. NO. 125
   C

   AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (MAXIMUM REIMBURSEMENT OF $366,975.00). Domenico

RES. NO. 126
D

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH C.O. FALTER CONSTRUCTION CORP. PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 143 ADOPTED JUNE 11 2015, RELATIVE TO THE UV CONSTRUCTION. Schmidt

RES. NO. 127
E

AUTHORIZING AMENDMENT TO CONTRACT WITH C.O. FALTER CONSTRUCTION CORP. PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 143 ADOPTED JUNE 11 2015, TO PERMIT SUBSTITUTION OF QUALIFIED MUNICIPAL BONDS IN LIEU OF RETAINED FUNDS. Nolan

RES. NO. 128
F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER AN AGREEMENT WITH GHD CONSULTING ENGINEERS TO COMPLETE THE REQUIRED SAFETY INSPECTION IN 2016 FOR THE BOYD DAM ($4,800.00). Schmidt

RES. NO. 129
G

AUTHORIZATION TO ESTABLISH CUSTODY ACCOUNT AND A CUSTODIAL CASH SWEEP ACCOUNT WITH NBT BANK TO RETAIN AND CONTROL MUNICIPAL SECURITIES. Nolan

RES. NO. 130
H

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER AN AGREEMENT WITH CORNELL UNIVERSITY COOPERATIVE EXTENSION ONEIDA COUNTY FOR COMMUNITY NEEDS ASSESSMENT TECHNICAL ASSISTANCE ($20,000.00). Mayor Izzo

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

RES. NO. 49
G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 123

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR GREEN WASTE MATERIAL COLLECTION AND DISPOSAL

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for green waste material collection and disposal; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on June 23, 2016, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; 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:

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 124

AUTHORIZING BUDGETARY TRANSFERS (2016)

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfers:

REASON: Cover training expenses in excess budget.

FROM CODE NO.		AMOUNT
AG1325.418	Treasury: Contract Services	$300.00

TO CODE NO.		AMOUNT
AG1325.409	Treasury: Travel & Conferences	$300.00

REASON: Cover 2015 Civil Service Exam expense.

FROM CODE NO.		AMOUNT
AG1989.421	Civil Service: Misc	$3,900.00
AG9040.805	Worker Compensation: Hospital Retirees	$1,000.00

TO CODE NO.		AMOUNT
AG1989.418	Civil Service: Contract Services	$4,900.00

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 125

AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (MAXIMUM REIMBURSEMENT OF $366,975.00)

By _____:

WHEREAS, Chief Code Enforcement Officer and Director of the Department of Code Enforcement Mark Domenico has recommended that the City of Rome enter into an agreement for housing inspection services for Social Services clients with the Oneida County Department of Social Services; and

WHEREAS, said agreement shall allow the City of Rome, through its Code Enforcement Office, to participate in a Housing Improvement Program sponsored by the Oneida County Department of Social Services, which program strives to improve the quality, affordability and adequacy of housing for Social Services clients in the City of Rome; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome in a total amount not to exceed $366,975.00, for the term of this Agreement; 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 Department of Social Services, retroactively from January 1, 2016 to December 31, 2018, to provide housing inspection services for Social Services clients, pursuant to the attached "Purchase of Services Agreement", which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the City of Rome shall be reimbursed by the County of Oneida in a total amount of $366,975.00 over the duration of said two year agreement, and shall not exceed $122,325.00 for each twelve (12) month period, for the term of this agreement, from January 1, 2016 to December 31, 2018.

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

48401

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT, made and entered in to, between Oneida County through its Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the City of Rome, with principal offices at City Hall On-the-Mall, Rome, New York 13440 (hereinafter called Contractor).

WHEREAS, the Department needs a more intensive and coordinated approach to provide a health and safety outreach program to individuals receiving assistance through the Department.

WHEREAS, the Department desires to establish a Health and Safety Outreach Program ("Program") to promote the safety and well-being of children and adults in a family unit.

WHEREAS, this program would provide clients with then necessary education and needed information as to how to maintain a healthy and safe living environment for their family to support well-being.

WHEREAS, the Contractor desires to provide the Health and Safety outreach portion of this Program to its residents.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The Department shall be responsible for the following:

- Provide the Contractor with the Health and Safety Packets to be utilized. The Health and Safety Packet will include safety information, including but not limited to, safety in the home, safe sleep practices, community help lines such as domestic violence etc.
- Provide client information release forms to clients to participate in the Program.
- Provide reports, documents and other information that will enable the Contractor to perform its duties under the contract.

B. The Contractor shall:

- Provide Health and Safety Outreach Officers utilizing Code inspectors to provide the outreach. Such Code Inspectors would provide health and safety outreach to participants of this Program. The Contractor agrees that said Health and Safety Outreach Officer shall perform the following health and safety outreach duties:

a. Provide home visits to clients within the City of Rome that participate in the Department's health and safety outreach program.
b. Distribute a health and safety packet to the client and educate the client on such packet.
c. Obtain a signature from all participating clients indicating that they indeed received the Health and Safety Packet from the Health and Safety Officer
d. Health and Safety Officer will forward client signed forms to the Department liaison so that the Department is able to document client participation.
e. Provide data and reports to the Department when there is a violation of law which is dangerous, hazards or detrimental to life or health.
f. Attend all meetings with the Department necessary to allow the Department to insure the satisfactory performance of the duties set forth in this Agreement
g. Attend all training required by Federal, State or Local law, rule or regulation necessary to the performance of the duties set forth in this Agreement.

C. The parties mutually agree:

- That all information exchanged is confidential and shall be used only for the purposes of this Agreement,

2. PERFORMANCE OF SERVICES

A. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

B. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Department, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
D. Contractor shall inform the Department within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and Department

maintains the right to contract with other individuals or entities to perform the same services.

3. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the Contractor to the Department shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the Department for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.

B. Contractor warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Contractor's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and Department agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.

E. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsibility for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The Contractor will indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

4. TERM OF AGREEMENT

A. This Agreement shall commence January 1, 2016 and terminate December 31, 2018. The option to renew this Agreement is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

5. REIMBURSEMENT

A. Department shall reimburse Contractor a maximum of $122,325.00 per calendar year for the duration of this Agreement with a maximum $366,975.00. The Department shall make monthly payments to the Contractor upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data as required, as well as the expenditure data.

6. EXPENSES

A. Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

7. TRAINING

A. Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

8. RECORD RETENTION

A. Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

9. TERMINATION

A. Either party may, upon (30) days written notice to the other party, terminate this Agreement. The Department may terminate this Agreement upon a 30 day written notice to the Contractor without cause, and immediately if for cause or if needed State or Federal reimbursement is terminated or not allowed.

10. MISCELLANEOUS PROVISIONS

A. Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the Department.

B. The City of Rome Commissioner of Codes Enforcement and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this Agreement.

C. Should any written notice be required by either party for the purpose of this agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Mayor of the City of Rome
City Hall On-the Mall
Rome, New York 13440

Department: Commissioner of Oneida County
Department of Social Services
800 Park Avenue
Utica, New York 13501

D. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

11. <u>ADVICE OF COUNSEL</u>

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

12. ENTIRE AGREEMENT

A. 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. 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 THEREOF, the parties hereto have executed this agreement on the day and year first above written.

****

Date: _____

Oneida County Executive:_____.

Anthony J. Picente Jr., Oneida County Executive

****

Approved _____.

Amanda Lynn Cortese, Special Assistant County Attorney

****

Date: _____ .

Oneida County Department of Social Services:_____ .

Lucille A. Soldato, Commissioner

****

Date: _____.

Agency: _____City of Rome_____.

Mayor: _____.

Jacqueline M. Izzo

****

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened

with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

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

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and 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 statues 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

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 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, 4th 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 filling 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 AGEEMENT, 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 it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT 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
NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2016, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
   c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue 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).

_____

_____

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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
   1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   2. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
   2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
   3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

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

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless

specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

County of Oneida

By:_____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

By:_____
Jacqueline M. Izzo
Mayor

Approved

_____
Amanda Lynn Cortese
Special Assistant County Attorney

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 126

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH C.O. FALTER CONSTRUCTION CORP. PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 143 ADOPTED JUNE 11 2015, RELATIVE TO THE UV CONSTRUCTION

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 143 adopted June 11, 2015, authorized the awarding of a contract to C.O. Falter Construction Corp., for the construction of the UV facility at the water filtration plant, at a total contract amount of $6,245,101.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 284 adopted November 19, 2015, authorized the awarding of Change Order No. 1 for a total amount to exceed $218,356.40, bringing the grand total of said project to an amount not to exceed $6,463,457.40; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works, that C.O. Falter Construction Corp. be awarded Change Order No. 2 for this project to allow for additional plumbing work to be done; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to C.O. Falter Construction Corp., pursuant to Resolution No. 143 adopted June 11, 2015, be and is hereby amended, whereby Change Order No. 2 is hereby awarded, to modify the contract to allow for additional plumbing work, which will increase the total project cost by an amount not to exceed $136,887.76, pursuant to the attached Change Order Request, which by this reference is made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be in a total amount of $136,887.76, per the attached documentation, for a total contract price to $6,600,345.16.

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

Change Order
No. 2

Date of Issuance: May 23, 2016 Effective Date: _____

Project: UV Disinfection Facility	Owner: City of Rome, New York	Owner's Contract No.: DWSRF No. 17438A
Contract: 1 - General		Date of Contract: August 3, 2015
Contractor: C.O. Falter Construction Corp.		Engineer's Project No.: 8616503.23

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attached Description of Changes

Attachments (list documents supporting change):

See attached List of Attachments

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $6,245,101.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 420 Ready for final payment (days or date): 450
Increase from previously approved Change Orders No. 1 to No. 1: $218,356.40	Increase from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): None Ready for final payment (days): None
Contract Price prior to this Change Order: $6,463,457.40	Contract Times prior to this Change Order: Substantial completion (days or date): 420 Ready for final payment (days or date): 450
Increase of this Change Order: $136,887.76	Increase of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating this Change Order: $6,600,345.16	Contract Times with all approved Change Orders: Substantial completion (days or date): 420 Ready for final payment (days or date): 450

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized
Date: 5/23/16	Date: 5/31/16	Date: 5/26/16

Approved by Funding Agency:

_____ Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

DESCRIPTION OF CHANGES:

Provide the Work of Contract No. 4 – Plumbing in accordance with the Contract Documents and the following changes:

- The two floor drains on the first floor were installed by Contract No. 1 under the Miscellaneous Additional Work Allowance. Remove these two floor drains from price of this Change Order.
- Penetrations and sleeves through the first floor slab for plumbing piping were provided by Contract No. 1 under the Miscellaneous Additional Work Allowance, per Drawings P002 and P003. Remove those penetrations and sleeves from price of this Change Order.
- The remaining Plumbing Work shown on the Drawings and described in the Specifications shall be completed by Contract No. 1 – General under this Change Order.

TOTAL CHANGE ORDER NO. 2 (Lump Sum): $136,887.76

LIST OF ATTACHMENTS:

1. C.O. Falter Proposed Change Order No. 21A, revised 4/28/2016

FALTER SYRACUSE, NEW YORK

C.O. FALTER CONSTRUCTION CORP.

FALTER SYRACUSE, NEW YORK

EXTRA WORK ORDER

Name of Project: City of Rome - UV Disinfection Facility Project — DATE: 4/14/2016

Customer: City Of Rome — COF # — PCO #21

Description of work performed:

Plumbing Work
Revised 4/28/16

LABOR	REG. HRS.	REG RATE	OVER HRS.	OVER RATE	TOTAL
Formen		$ 55.00		$ 82.50	$ -
Carp		$ 48.33		$ 72.50	$ -
Carp		$ 48.33		$ 72.50	$ -
Plumber		$ 57.65		$ 86.48	$ -
Plumber		$ 57.65		$ 86.48	$ -
Lab		$ 48.54		$ 72.81	$ -
Lab		$ 48.54		$ 72.81	$ -
Operator A		$ 62.06		$ 93.09	$ -
Operator B		$ 61.18		$ 91.77	$ -
Operator B		$ 61.18		$ 91.77	$ -
Iron Workers		$ 51.90		$ 77.85	$ -
Iron Workers		$ 51.90		$ 77.85	$ -
					$ -
				TOTAL	$ -

EQUIPMENT	Hrs	RATE	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SUB TOTAL	$ -

MATERIAL	QTY	UNIT	PRICE	HRS	AMOUNT
					$ -
					$ -
Plumbing	1		$ 120,999.00		$ 120,999.00
work					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL	$ 120,999.00
OTHER-Subcontractor					
					$ -
				TOTAL	$ -

MAINT. & FUEL CHARGE		
FUEL @ $5.00 /GAL.		$ -
INSURANCE ON EQUIPMENT		
$1.85/DAY/MAJOR EQUIP.		$ -
EQUIPMENT & FUEL TOTAL		$0.00

SUMMARY

LABOR	$ -
MATERIAL	$ 120,999.00
EQUIPMENT	$ -
O & P @ 12%	$ 14,519.88
Payroll Taxes & Insurances @ 51% on Labor	$ -
OTHER-Subcontractor	$ -
O & P @ 5%	$ -
Bond Cost	$ 1,368.88
TOTAL	$ 136,887.76

Nicholas Hyde

From:	Dan Falter <dfalter@falterconstruction.com>
Sent:	Thursday, April 28, 2016 1:19 PM
To:	Nicholas Hyde
Cc:	Charlie Hayes; Patrick D. Surace (psurace@romecitygov.com); Kevin Castro; Tom King; Fred Schmidt (InTouch)
Subject:	RE: Rome UV - RFP-13 - Plumbing Work
CompleteRepository:	8616503
Description:	Rome UV Disinfection Facility
JobNo:	16503
OperatingCentre:	86
RepoEmail:	8616503@ghd.com
RepoType:	Job

Nick – per my voice mail today, Tom will knock off $5K from his proposal. Unfortunately carrying only 5% for mark up for the Plumbing Contract will not be in COF interest. We will accept 12% mark up in lieu of 15%. I completely understand if you rather contract King & King directly as they will do a great job for you. If I can be of any further assistance, please give a call. Thanks

---

From: Nicholas Hyde [mailto:Nicholas.Hyde@ghd.com]
Sent: Wednesday, April 27, 2016 12:39 PM
To: Dan Falter
Cc: Charlie Hayes; Patrick D. Surace (psurace@romecitygov.com); Kevin Castro; Tom King; fschmidt@romecitygov.com
Subject: RE: Rome UV - RFP-13 - Plumbing Work

Dan,

We appreciate the quick turnaround you and King & King provided on this. The price from King and King is 25% higher than we expected. Can you confirm why the price is so high? Also, your Work Order form categorized the Plumbing work under materials and applies a 15% markup. Subcontracted work should have a markup of 5% in accordance with the General Conditions of the Contract. Please review this pricing.

The City would like to get the plumbing work started quickly, as we know this is becoming a schedule critical item. The sooner we can resolve this and move forward the better.

Regards,
Nick

Nicholas Hyde, P.E.
Project Manager - Water

GHD
T: 315-679-5809 | **Mobile:** 315-480-8600 | nicholas.hyde@ghd.com
One Remington Park Drive, Cazenovia, NY 13035 USA | www.ghd.com
WATER | ENERGY & RESOURCES | ENVIRONMENT | PROPERTY & BUILDINGS | TRANSPORTATION

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CONTRACT NO. 4, PLUMBING

5.01 Bidder will perform the Work in accordance with the Contract Documents for the prices shown in the Bid Schedule that follow.

5.02. Bidder acknowledges that Bidder's price(s) constitute Bidder's sole compensation for performing all portions of the Work assigned to the specific Contractor required by the Contract Documents, and if a particular part of the Work is not listed specifically in the Bid Item Descriptions, Bidder has included that part of the Work in the Bid Item Description which it most logically belongs.

A. Schedule A: Lump Sum Bid Items: Lump sum items included all Work in the Contract Documents except items specifically identified as Unit Price Work.

Item No.	Description	Total Price
4A-1	Plumbing Construction	$ ~~125,799.00~~
Subtotal (Item 4A-1)		$

$120,990.00

B. Schedule G: Total Bid Price:

1. Determination of the apparent low Bidder shall be based on the Total Bid Price determined as follows.

2. All mathematical errors will be corrected. In case of a discrepancy between unit prices bid and extended totals, unit prices will govern. In case of discrepancy between the correct sum of individual bid items and the (incorrectly) calculated sum, the correct sum of individual bid items will govern.

Item No.	Total Price
Schedule A Total (Lump Sum Bid Items)	$
Total Bid Price, Contract No. 4	$ ~~125,799.00~~

$120,990.00

TOTAL BID PRICE, CONTRACT NO. 4 (in words)

One hundred Twenty Five Thousand Nine Hundred Ninty Nine dollars.

* No Allowance
No Bond Cost
No MBE/WBE

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BID FORM

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 16 Fairway Dr. Auburn, NY 13021

Phone No. 315-729-0065 Fax No. 315-252-4855

Email TKingMECH@gmail.com

SUBMITTED on April 14, 2016

State Contractor License No. _____ if applicable.

END OF SECTION

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REQUEST FOR PROPOSAL
RFP-13

TO:	Dan Falter, C.O. Falter	DATE:	April 8, 2016
FROM:	Nicholas Hyde, P.E.	ENGINEER PROJECT NO.:	8616503.23
PROJECT:	UV Disinfection Facility City of Rome, NY	PROJECT NO.:	

DESCRIPTION OF PROPOSED CHANGE:

Provide a price to complete the Work of Contract No. 4 – Plumbing in accordance with the Contract Documents and the following changes:

- The two floor drains on the first floor were installed under Contract No. 1. Remove these two floor drains from the Plumbing Work.
- Penetrations and sleeves through the first floor slab for plumbing piping were provided under Contract No. 1, per Drawings P002 and P003. Remove those penetrations and sleeves from the Plumbing Work.
- The remaining Plumbing Work shown on the Drawings and described in the Specifications shall be included in the price for this proposal.

Signed: _____

Title: Project Manager - Water Date: April 8, 2016

TO:	Nicholas Hyde, P.E., GHD	DATE:	
FROM:	Dan Falter		

Proposed (increase/decrease) in construction cost: _____

Proposed (increase/decrease) in contract time: _____

List attachments _____

Signed: _____

Title: _____ Date: _____

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 127

AUTHORIZING AMENDMENT TO CONTRACT WITH C.O. FALTER CONSTRUCTION CORP. PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 143 ADOPTED JUNE 11 2015, TO PERMIT SUBSTITUTION OF QUALIFIED MUNICIPAL BONDS IN LIEU OF RETAINED FUNDS

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 143 adopted June 11, 2015, authorized the awarding of a contract to C.O. Falter Construction Corp., for the construction of the UV facility at the water filtration facility, at a total contract amount of $6,245,101.00; and

WHEREAS, an amendment to said Agreement is required so as to permit substitution of qualified municipal bonds in lieu of retained funds pursuant to General Municipal Law §106; and

WHEREAS, it has been recommended by David C. Nolan, Treasurer for the City of Rome, that the above referenced Agreement with C.O. Falter Construction Corp., be amended; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to C.O. Falter Construction Corp., pursuant to Resolution No. 143 adopted June 11, 2015, be and is hereby amended, to permit substitution of qualified municipal bonds in lieu of retained funds, so as to comply with the changes made to §106 of General Municipal Law, pursuant to the attached "First Amendment to Agreement", which by this reference is made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

FIRST AMENDMENT TO AGREEMENT

This is the record of a First Amendment (the "Amendment") to the Agreement dated July 15, 2015 (the "Agreement") between C.O. Falter Construction Corp. ("Contractor") and City of Rome, New York ("Owner"), relating to the Construction of a UV Disinfection Facility (the "Project").

1. **Purpose of Amendment.** Contractor has advised that, pursuant to General Municipal Law Section 106, Contractor desires to substitute certain securities in lieu of retained funds. Accordingly, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, are entering into this Amendment to memorialize their agreement and the specific amendments to be made to the Agreement. The sole purpose of this Amendment is to provide for Contractor to withdraw amounts retained from payments to Contractor upon depositing certain New York State municipal bonds in accordance with General Municipal Law Section 106.

2. **Amendments.**

(a) Subject to the terms of the Agreement and the General Conditions thereof relating to the City's withholding of retainage, Contractor will, with each Application for Payment, deposit into a custodial account established by Owner with NBT Financial Group New York State municipal bonds (the "Bonds") the market value of which is equal to the amount of retainage that Owner is entitled to withhold from payment of such Application for Payment. Owner agrees to provide Contractor with any information reasonably required by Contractor to effectuate the deposits contemplated herein. The custodial account referenced herein shall be controlled exclusively by the Owner, and all Bonds, once deposited, shall be property of the Owner subject to the terms of the Contract and the applicable laws of the State of New York, including but not limited to, New York Lien Law and the General Municipal Law.

(b) Upon receipt of proof of such deposit of Bonds from Contractor, and upon acceptance and approval of each Applications for Payment, Owner will, subject to and to the extent required by the terms of the Agreement and General Conditions thereof, pay to Contractor, in cash, the amount of retainage that would otherwise be withheld along with Contractor's monthly contract payment. The Bonds deposited by Contractor will be held by Owner in lieu of cash retainage on the Project, and Owner shall instruct the Bonds to be returned to Contractor in amounts consistent with the terms of the Agreement and General Conditions thereof relating to retainage.

(c) Within ten (10) business days of execution of this Amendment, Contractor will deposit Bonds with a market value equal to the total amount of retainage held by Owner as of Contractor's last approved Application for Payment, and Owner will, upon receipt of proof of such deposit of Bonds from Contractor, pay to Contractor, in cash, the amount of such retainage, with the Bonds

deposited by Contractor to be held by Owner in lieu of cash retainage on the Project consistent with the terms of the Agreement and General Conditions thereof relating to retainage.

(d) Owner will, from time to time, direct the custodian of the Bonds to transfer any interest payments and accrued interest relating to the Bonds to Contractor as required by General Municipal Law section 106 and, to the extent consistent with General Municipal Law section 106, subject to any rights Owner has under the Agreement and General Conditions thereof to otherwise retain, withhold, use, or apply such funds.

(e) In the event that the value of the Bonds at any point falls below the amount that Owner would otherwise be entitled to hold as retainage in cash, Owner may, at its sole election: (1) demand that Contractor deposit additional Bonds into Owner's custodial account in an amount sufficient to make up the difference between the amount of the value of the Bonds in the custodial account and the amount of retainage in cash that the Owner would otherwise be entitled to hold; or (2) withhold payment of cash from Contractor as required in paragraph (b) above, in an amount sufficient to make up the difference between the amount of the value of the Bonds in the custodial account and the amount of retainage in cash that the Owner would otherwise be entitled to hold.

(f) Owner shall request that NBT Financial Group bill Contractor directly for any amounts charged for receiving, handling, and disbursing obligations, funds, and/or coupons as required in this Amendment and by General Municipal Law 106. In the event that NBT Financial Group agrees to such billing arrangement, no amounts shall be withheld from any payment by Owner to Contractor relating to the receiving, handling, and disbursing obligations, funds, and/or coupons unless Owner is informed by NBT Financial Group that Contractor has failed to pay amounts due and provides Contractor with five (5) days written notice and an opportunity to cure such failure. In the event that NBT Finanical Group does not agree to bill Contractor directly, Owner shall be entitled to withhold from payment to Contractor such amounts as are charged by NBT Financial Group for receiving, handling, and disbursing obligations, funds, and/or coupons as required in this Amendment and by General Municipal Law 106. In the event that, at any point, Contractor's contract balance held by Owner is insufficient to pay the charges referenced in this paragraph, Contractor shall pay to Owner the difference between the contract balance and the amount of such charges.

(g) All rights and obligations of the Owner and Contractor pursuant to this Section 2 are subject to the terms of the Agreement and General Conditions thereof, and nothing herein shall be deemed or construed to alter or otherwise amend the provisions of the Agreement and General Conditions relating to Owner's and Contractor's respective rights and obligations relating to submittal and

processing of payments, progress payments, payments upon substantial completion, and/or final payment.

3. **Effective Date.** This Amendment shall be effective as of May 18, 2016.

4. **Continuing Effect.** Except as expressly amended by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

The parties' assent to this First Amendment to Agreement is established by the following signatures.

C.O. Falter Construction Corp.

By: _____

Title: _____

Date: _____

City of Rome, New York

By: _____

Title: _____

Date: _____

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 128

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER AN AGREEMENT WITH GHD CONSULTING ENGINEERS TO COMPLETE THE REQUIRED SAFETY INSPECTION IN 2016 FOR THE BOYD DAM ($4,800.00)

By _____;

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, that GHD Consulting Engineers, LLC, of Cazenovia, New York be awarded a contract to complete the required safety inspection in 2016 for the Boyd Dam, at a total amount not to exceed $4,800.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome, New York is authorized to enter into an agreement with GHD Consulting Engineers, LLC, to complete the required safety inspection in 2016 for the Boyd Dam, at a total amount not to exceed $4,800.00, pursuant to the attached proposal, which by this reference is made a part of this Resolution, and

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

May 26, 2016

Mr. Fred Schmidt, P.E.
Commissioner of Public Works
City Hall
198 North Washington Street, 3C
Rome, NY 13440

Re: Boyd Dam Safety Inspection
City of Rome, New York

Dear Mr. Schmidt:

In 2011, GHD performed an Engineering Assessment and Safety Inspection of Boyd Dam. In 2014, we completed a Safety Inspection for Boyd Dam, as required by the New York State Department of Environmental Conservation (NYSDEC). The NYSDEC Dam Safety regulations require that Class C dams have a Safety Inspection completed every two years. A dam Safety Inspection is an examination of the visible physical features of the dam and its appurtenant structures as presented in 6NYCRR Part 673.12(d). Accordingly, we offer the following proposal for the required Safety Inspection in 2016.

SCOPE OF SERVICES

Site Visit – GHD will visit the site to observe the dam. The observations will include the concrete dam, embankment dike, intake structure and the accessible abutments, and will not include gaining access to the spillway. As a result of the visual inspection, we will comment on the status and condition of previously observed deficiencies, including their progression or advancement, along with the identification of continuing or new corrective actions, as necessary, with recommendations and a schedule for addressing them. Photographs will be provided for a permanent record of the condition of the dam and will provide a means to compare dam conditions at different points in time. To record observations, GHD will use the inspection report from the 2014 Safety Inspection.

Report – A letter report will be prepared that will provide a summary of the activities, the inspection form, photographs, and an update on the deficiencies identified in the 2011 engineering assessment. A draft copy of the letter report will be sent to City of Rome personnel for their review, and the final letter report will be provided to the City of Rome for their records. NYSDEC does not require that Safety Inspections be submitted to them.

FEES AND SCHEDULE

GHD shall perform the Basic Services outlined in the above Scope of Services for a lump sum fee of $4,800.00. These services will be completed within 30 days of the site visit.

If you have any questions, please don't hesitate to contact me.

Sincerely,

GHD CONSULTING SERVICES INC.

Beth Ann Smith, P.E.
Senior Geotechnical Engineer

BAS/jfs
cc: Kevin Castro, P.E., GHD Consulting Services Inc.

GHD Consulting Services Inc.
One Remington Park Drive Cazenovia NY 13035 USA
T 1 315 679 5800 **F** 1 315 679 5801 **E** cazmail@ghd.com **W** www.ghd.com

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 129

AUTHORIZATION TO ESTABLISH CUSTODY ACCOUNT AND A CUSTODIAL CASH SWEEP ACCOUNT WITH NBT BANK TO RETAIN AND CONTROL MUNICIPAL SECURITIES

By _____;

WHEREAS, it has been recommended by David C. Nolan, Treasurer for the City of Rome, that the City of Rome, New York establish a custody account and a custodial cash sweep account with NBT Bank to retain and control municipal securities. These securities will serve in lieu of retained general funds with general contractors requesting this alternative, pursuant to the requirement of §106 of General Municipal Law; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Treasurer of the City of Rome, New York is authorized to establish a custody account and a custodial cash sweep account with NBT Bank to retain and control municipal securities; and

BE IT FURTHER RESOLVED, the Mayor of the City of Rome, New York is authorized to execute the attached documentation so as to effectuate same.

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

NBT Financial Group℠
TRUST | INVESTMENTS | INSURANCE | RETIREMENT

May 18, 2016

David Nolan, City Treasurer
City of Rome
198 N. Washington Street
Rome, New York 13440

Dear David:

I was pleased to hear from Joe Nacca that we will be moving forward with the custodial account for the City of Rome.

I have enclosed the following documents for your review and signature:

- Custody Agreement
- Custodial Account Fee Schedule
- Custodial Cash Sweep Agreement
- W-9

Please call me if you have any questions as you're reviewing these documents; I would be happy to go over them with you. Otherwise, please return them to my attention along with a corporate resolution authorizing you to sign on behalf of the City.

David, I look forward to working with you.

Sincerely,

Roberta Rocas, CTFA
Vice President & Wealth Management Advisor

Enclosures

Custody Agreement

NBT Financial Group℠
TRUST | INVESTMENTS | INSURANCE | RETIREMENT

Date: _____

Type of Account
(For multiple account owners, mark the option below that applies):

☐ As Tenants in Common

☐ As Joint Tenants with the Right of Survivorship

This Agreement is by and between NBT Financial Group, a division of NBT Bank, N.A., having an office at 52 South Broad Street, Norwich, New York (Bank Address) and City of Rome (Name) residing at 198 N. Washington St., Rome, New York (Customer Address) on the date set forth above.

The Parties agree as follows:

I. DESIGNATION OF ACCOUNT

Customer authorizes Bank to open and maintain an account with NBT Financial Group, designated as Account number_____ (the "Account"). The Account shall be held by Bank and dealt with in accordance with the provisions of this Agreement. The Bank hereby acknowledges that it assumes the duties established by this Agreement and agrees to be bound by the terms contained herein.

II. BANK'S ACCEPTANCE OF DEPOSITS TO THE ACCOUNT

The Bank agrees to accept deposits to the Account that are described on the attached Schedule "A" and such other deposits that are paid to it by Customer in accordance with the terms of this Agreement. Such deposits shall be in the form of securities or cash. Customer hereby acknowledges and agrees that Bank may retain in the Account any and all shares of NBT Bancorp Inc. delivered by Customer to the Bank, subject to the further provisions of this Agreement.

III. GENERAL POWERS AND DUTIES OF BANK

The Bank shall:

A. Hold and protect the assets in the Account consistent with and in the same manner as Bank holds and protects assets of a similar character. The Bank will not be responsible for these or any assets until it or its Agent has actually received them.

B. Bank will collect all income coming due on the assets of the Account and dispose of it as directed by Customer.

C. Bank will surrender for redemption or exchange all securities in the Account maturing or called for exchange. Bank will promptly and accurately settle security transactions with proceeds credited to the Account on the settlement date. Stock splits and stock dividends on all Depository Trust Company ("DTC") eligible securities will be credited to the Account on the payable date.

D. Bank will provide Customer with periodic statements at least quarterly or as mutually agreed upon. Such statements shall be in lieu of direct notification of security transactions, *provided that* the Customer shall have the right to receive copies of security transaction confirmations upon request and without additional cost.

E. Bank will receive and deliver assets and purchase and sell securities for the Account as directed by the customer.

F. Bank will vote proxies for securities in the Account in such manner as Bank deems to be in Customer's best interest, except as Customer may otherwise direct from time to time. However, Bank will not vote proxies for shares of NBT Bancorp Inc. stock, or that of its successors or affiliates, but instead will forward such materials to Customer for Customer to vote.

G. Bank will hold securities in the name of Bank's nominee. By execution of this Agreement, Customer has elected to have Bank withhold from any company in which he/she owns stock, his/her name, address, and securities position. This election is made pursuant to the provisions of Securities and Exchange Commission Rule #14b-1(c).

H. Bank will invest cash balances in the Account in appropriate money market funds.

IV. ADDITIONAL COVENANTS AND AGREEMENTS OF THE BANK AND CUSTOMER

Bank and Customer agree that:

A. Directions and instructions to the Bank from an Authorized Representative (as defined in Section VI, below) shall be in writing, transmitted by mail or by facsimile or shall be an electronic transmission, provided the Bank may, in its discretion, accept oral directions and instructions and may, in its discretion, require confirmation in writing. The Bank shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Representative and in failing to act in the absence thereof. If the Customer has authorized more than one Authorized Representative to take a particular action, an action by one such Authorized Representative is an action taken by all such Authorized Representatives.

B. Customer retains legal ownership of the assets of the Account, with the privileges and responsibilities of ownership, except as to responsibilities specifically delegated to Bank herein. Unless otherwise specified herein, the Bank will not prepare or file tax returns for the Customer.

C. Bank is under no obligation to pursue in court any claim against a third party for money or property due to the Customer.

D. Customer will be responsible for all prior transactions, outstanding transactions as of the date notice is given to close the Account, as well as for all subsequent deliveries of the Customer's assets.

E. Any other provision of this Agreement notwithstanding, the Bank shall have no investment discretion for any shares of NBT Bancorp Inc. or its successor held in the Account. Bank may purchase or sell the shares of NBT Bancorp Inc. only on the Customer's specific direction as provided for herein.

F. Transactions for fixed-income securities typically involve no brokerage commission because they are effected on a net basis. On occasion, with respect to transactions in equity securities or otherwise when commissions are paid, a broker may provide research services to Bank in exchange for Bank's use of that broker for Customer's transactions and services. Such research generally will be used to service all of Bank's customers, but brokerage commissions paid by Customer may be used to pay for research that is not used in managing Customer's Account. Bank may, in its discretion, cause the Account to pay the broker a commission greater than another qualified broker might charge to effect the same transaction where Bank determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

G. All information and advice furnished by either party to the other, including their respective agents and employees and including Authorized Representatives regarding Customer's plan of investment and the management of Customer's funds shall be treated as confidential and shall not be disclosed to third parties, except: (a) as required by law, and (b) as may be disclosed by Customer for the purpose of monitoring execution of Bank's performance. Bank does not assume responsibility for the accuracy of information furnished by Customer or any other party.

H. The Customer understands that Bank serves as investment adviser for other customers and will continue to do so. The Customer also understands that Bank may give advice or take action in performing its duties to other customers, or for its own accounts, that differ from advice given to or action taken by Customer. Bank is not obligated to buy, sell or recommend for Customer any security or other investment that Bank may buy, sell or recommend for any other customer or for its own accounts. This Agreement does not limit or restrict in any way Bank from buying, selling or trading in any securities or other investments for its own accounts.

   Transactions for the Account generally will be effected independently from other accounts managed by Bank, unless Bank decides to purchase or sell the same securities for several of its customers. Bank may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Bank's customers differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and typically will be allocated among Bank's Customers in proportion to the purchase and sale orders placed for each Customer account on any given day. If Bank cannot obtain execution of all the combined orders at prices or for transaction costs that Bank believes are desirable, Bank will allocate the securities Bank does buy or sell as part of the combined orders by following Bank's order allocation procedures.

V. FEES AND EXPENSES

The Bank shall be entitled to compensation for services under this Agreement as set forth in Schedule of Services and Fees. The Bank may modify such fees by delivering to Customer a revised Schedule, the terms of which shall take effect not less than thirty (30) days after its delivery to Customer *provided that* such fees shall not apply if Customer closes the Account prior to the effective date of such revised Schedule.

Customer acknowledges that any and all fees for services provided to the Account by the parties in accordance with the terms of this Agreement will be paid from the Account. Such additional fees may include, but are not limited to, brokerage fees, and commissions, exchange fees, registration fees and Depository Trust Company (DTC) transaction charges. Customer hereby acknowledges that it will be responsible for all fees incurred as of the date notice is given to close the Account, as well as those connected with the Bank's subsequent delivery of the Customer's assets in the Account.

VI. DESIGNATION OF AUTHORIZED REPRESENTATIVE

Customer and any authorized representative of Customer pursuant to a validly executed power of attorney acceptable to Bank, in its discretion, shall be deemed an Authorized Representative for the Account. Customer certifies to Bank that the following information is correct and will promptly notify Bank of any change in the information set forth below:

Customer's Mailing Address: City of Rome, 198 N. Washington St., Rome, NY 13440

Telephone Number: _____ Facsimile Number: _____

Email Address: _____ Date of Birth: _____

Power of Attorney/Authorized Representative: David Nolan, City Treasurer

Mailing Address: same as above

Telephone Number: 315-339-7678 Facsimile Number: _____

Email Address: _____ Date of Birth: _____

VII. TAX CERTIFICATIONS OF CUSTOMER

Under penalties of perjury, the Customer certifies that his/her Taxpayer Identification Number is _____, and that Customer is not subject to backup withholding under the provisions of the Internal Revenue Code of 1986, as amended, or any successor or replacement provision of law.

VIII. TERMINATION

This Agreement shall be terminable by either party upon thirty (30) days prior written notice to the other party. Notwithstanding anything contained herein to the contrary, if this Agreement is terminated during any quarter on the notice of either party, Customer shall, for such quarter, pay Bank its quarterly fee prorated from the beginning of the quarter to the effective date of termination. However, if governmental regulation or law requires, a different fee as may be so required.

IX. LIABILITY AND INDEMNIFICATION

Bank will provide the services called for in this Agreement in good faith and in a professional manner. However, there may be loss or depreciation of the value of the Account because of fluctuation of market values. Neither Bank nor its shareholders, parent corporation, officers, directors, employees or agents shall be liable to Customer or to any beneficiaries of Customer for (a) any loss or damage arising out of or based upon any act, omission or error in judgment by Bank, including Bank's effecting or failing to effect any transaction, unless Bank has violated an applicable law or is adjudged to have been grossly negligent or to have engaged in willful misconduct or (b) Bank's failure to effect any transaction for the Account on the basis of information known to Bank where the utilization of such information could, in Bank's opinion, constitute a violation of an applicable law, rule or regulation, or the breach of a fiduciary duty or confidential relationship between Bank and any other person. Bank shall not be responsible for any loss or damage incurred by reason of any act or other omission of any custodian, broker or dealer, whether appointed by Customer or chosen in good faith by Bank. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any federal securities laws.

The Customer shall indemnify and hold harmless the Bank from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Bank in connection with this Agreement, except as a result of the Bank's own gross negligence or willful misconduct. This indemnification shall survive the termination of this Agreement.

X. MISCELLANEOUS

A. **Successors and Assigns**. The Customer may not assign this Agreement without the prior written consent of the Bank and any other assignment shall be null, void and of no effect. This Agreement shall be binding upon, and inure to the benefit of, the Customer and their respective successors and permitted assigns. Any entity which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the trust business of the Bank shall, upon such succession and without any appointment or other action by the Customer, be and become successor hereunder, upon notification to the Customer.

B. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York to the extent not preempted by Federal law. The parties hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement. The parties hereby also irrevocably submit to the exclusive jurisdiction of the state or federal courts in Broome or Chenango County in the State of New York.

C. **No Third Party Beneficiaries.** The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns. There are no other third party beneficiaries.

D. **Representations.** The Customer and the Bank hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on his, her or their behalf has the requisite authority to bind the Customer and the Bank to this Agreement.

E. **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, the Bank shall not be responsible or liable for its failure to perform under this Agreement for any losses to the Account resulting from any event beyond the reasonable control of the Bank, its agents or sub custodians, including but not limited to, nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Account's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of this Agreement.

F. **Notice.** Any notice required to be given pursuant to the provisions of this Agreement shall be given in writing, personally or by certified mail, return receipt requested, to the parties at the addresses specified in Article VI hereof, unless otherwise provided in writing.

XI. CUSTODIAL SERVICES

A. **Acknowledgment.** Customer hereby acknowledges and agrees that the Bank does not have any obligation to review the securities or other property held in the Account at any time and further acknowledges and agrees that the Bank has no obligation to advise Customer or to recommend to Customer the purchase, retention, sale or exchange of any securities or property at any time.

B. **Cash Sweep Election.** Customer can elect for the Bank to provide cash management services by sweeping collected cash to interest bearing funds by executing a Custody Cash Sweep Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

Authorized Officer of NBT Bank, N.A.

Signature: _____ Date: _____

Print Name: Roberta Rocas, CTFA

Title: Vice President & Wealth Management Advisor

Customer

Signature: _____ Date: _____

Print Name: David Nolan Country of Citizenship: _____

ID Number: _____ State of Issue: _____

Date of Issue: _____ Date of Expiration: _____

Customer

Signature: _____ Date: _____

Print Name: _____ Country of Citizenship: _____

ID Number: _____ State of Issue: _____

Date of Issue: _____ Date of Expiration: _____

Custody Agreement
Schedule A
Initial Deposit to the Account

Custodial Account Fee Schedule

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SCHEDULE OF SERVICES AND FEES

Custodial Account Services:

- Make purchases and sales for the Customer as directed by the Customer
- Meet with Customer annually
- Perform daily sweep of cash into a money market fund if directed by Customer
- Provide account statements detailing assets, transactions and market value at least quarterly
- Collect dividends, interest and bond proceeds upon maturity or call
- Administer on Customer's behalf any exchange of securities and deposit or exchange securities of companies in reorganization
- Safe-keep all securities
- Track acquisition dates and prices of all securities for tax reporting purposes
- Provide annual tax reporting as required
- Make payments to the Customer as directed by the Customer
- Vote all shares on behalf of the Customer, other than NBT Bancorp stock

Annual Fees for Custodial Accounts:

0.30% of the market value on the first $1,000,000

0.15% on the balance

Minimum Annual Fee: $500

Transaction Charge: $20 per trade

Fees are payable quarterly in arrears. Fees are calculated quarterly based on the market value of Customer's Account at the close of business for the calendar quarter. The Customer hereby authorizes the Bank to (a) determine the value on which the custodial fee is based; (b) calculate the custodial fee due and (c) deduct the custodial fee from the Account and pay it to the Bank.

Customer Acknowledgement: _____ _____
(Signature) Date

Customer Name/Title: David Nolan, City Treasurer (TO BE BILLED TO FALTER CONSTRUCTION)
(Please print)

Customer Acknowledgement: _____ _____
(Signature) Date

Customer Name/Title: _____
(Please print)

Custodial Cash Sweep Agreement

NBT Financial Group℠
TRUST | INVESTMENTS | INSURANCE | RETIREMENT

Date: _____

This Agreement is by and between NBT Financial Group, a division of NBT Bank, N.A., having an office at 52 South Broad Street, Norwich New York (Bank) and City of Rome residing at 198 N. Washington Street, Rome, New York 13440 (Customer) and is dated as of the date set forth above. Customer has established a Custodial account with NBT Financial Group, designated as account number _____.

CASH SWEEP ELECTION

If selected, it is acknowledged that Bank will provide cash management services by sweeping collected cash to interest-bearing funds. Having discussed Customer's liquidity needs and marginal income tax bracket, it is understood that cash in the Customer's account will be held in a money fund.

Bank shall place a mark below to designate whether or not the following provisions will apply to this account; Customer shall initial below to confirm the election.

Bank: (Select one below)	**Customer:** (Initial to signify acceptance)
☒ Yes, the following Cash Sweep provisions shall apply	_____
☐ No, the following Cash Sweep provisions do not apply	_____

MONEY FUND SELECTION

If it is agreed above that the Bank will provide cash management services by sweeping collected cash to interest-bearing funds, it is understood that cash in the Customer's account will be swept into and held in the following money fund. The function of the fund selected and its investment style has been explained by the Bank and the Customer acknowledges that he or she has been offered a prospectus for the fund selected.

Customer shall initial below to confirm money fund selection:

_____ Federated Gov't Obligation (GOFXX)

_____ Goldman Sacks FS Gov't Fd (FGTXX)

_____ Other: _____

Custodial Cash Sweep Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

Authorized Officer of NBT BANK, N.A.

By: _____

Name: Roberta Rocas, CTFA

Title: Vice President & Wealth Management Advisor

Date: _____

Customer Signature: _____

Print Name: David Nolan, City Treasurer

Date: _____

Customer Signature: _____

Print Name: _____

Date: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Rome

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
198 N. Washington Street

Requester's name and address (optional)

6 City, state, and ZIP code
Rome, New York 13440

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BOARD OF ESTIMATE AND CONTRACT JUNE 9, 2016

RESOLUTION NO. 130

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER AN AGREEMENT WITH CORNELL UNIVERSITY COOPERATIVE EXTENSION ONEIDA COUNTY FOR COMMUNITY NEEDS ASSESSMENT TECHNICAL ASSISTANCE ($20,000.00)

By _____:

WHEREAS, it has been recommended by Jacqueline M. Izzo, Mayor of the City of Rome, New York that Cornell University Cooperative Extension Oneida County be awarded a contract to provide community needs assessment (CAN) technical assistance to the City of Rome, at a total amount not to exceed $20,000.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome, New York is authorized to enter into an agreement with Cornell University Cooperative Extension Oneida County, for purposes of providing community needs assessment (CAN) technical assistance to the City of Rome, at a total amount not to exceed $20,0000.00, pursuant to the attached proposal, which by this reference is made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo ____ Viscelli ____ Feeney ____
Schmidt ____ Nolan ____

ADOPTED: DEFEATED:

Cornell University
Cooperative Extension
Oneida County

R2G
CCE URBAN STUDIO

121 Second Street
Oriskany, NY 13424
Tel. 315.736.3394
www.cceoneida.com

Hon. Jacqueline Izzo
Mayor
City of Rome
198 N. Washington St.
Rome, NY 13440

RE: Proposal for Community Needs Assessment (CNA) Technical Assistance

Dear Mayor Izzo,

Cornell Cooperative Extension Oneida County through the Rust 2 Green (R2G) Urban Studio is pleased to provide the City of Rome with technical assistance to support the upcoming U.S. Department of Housing and Urban Development Community Needs Assessment. To facilitate your review, this proposal is organized as follows:

- Project Understanding
- Scope of Services
- Schedule
- Fee and Terms

PROJECT UNDERSTANDING

The Community Needs Assessment (CNA) is collaboration between the U.S. Department of Housing and Urban Development (HUD) and other federal, state, and local partners. It will serve as the basis for local operating plans and will assist HUD in better understanding the unique needs of the City of Rome. The CNA process will help organize and incorporate a long-term based strategy into the two-year local action plan.

The City has requested that the Cornell Cooperative Extension Oneida County R2G Urban Studio provide technical assistance and community engagement services to support the development of the Community Needs Assessment two-year action plan. This process would include technical assistance to the Community and Economic Development staff, the facilitation of community roundtables and a public capstone event, and supporting the completion of the plan and related documentation. This proposal has been developed based on the recommended process from HUD through the Albany Field Office.

SCOPE OF WORK

The CCE R2G Urban Studio's scope of work includes the following tasks. A description of each task and the anticipated scope of work for each are as follows:

- **Task 1: Technical assistance and capacity building for city staff**
  R2G urban studio staff, with assistance from the HUD Albany Field Office, will consult with the City's Community and Economic Development, attend project meetings and prepare related CNA materials. Technical assistance will include supporting staff capacity building, providing research and educational resources, and schedule management.

- **Task 2: Facilitation of community roundtables and the coordination of the capstone event**
  The goal of the community roundtables is to bring interested parties together to discuss issues affecting the City and recommend solutions/courses of action. The R2G urban studio will work with the City of Rome to identify main topics (with included subtopics) to address at the community roundtables. Up to three topical roundtable meetings and one capstone meeting will be held throughout the CNA process.

- **Task 3: Community engagement, public outreach, and needs analysis including surveys**
  The goal of community engagement and public outreach is to verify the priority issues and identify any additional needs from the general public and local residents that will be directly impacted by the two-year action plan. The R2G Urban Studio will work with the City of Rome to identify methods, including public surveys, to enhance community engagement and capture the priority needs of the community.

- **Task 4: Plan documentation**
  The City of Rome, in collaboration with the R2G Urban Studio and HUD, will develop a two-year city plan in addressing the topics discussed in the community roundtable and public outreach. The R2G studio will provide support and assistance with the development of a plan that will include set milestone and achievement points throughout the 2 years.

SCHEDULE

Cornell Cooperative Extension Oneida County is prepared to initiate the above described technical assistance beginning February 1, 2016 with written authorization to proceed. It is anticipated that the project will be completed within six months of an executed contract. See the attached preliminary schedule for specific dates.

FEES AND TERMS

Cornell Cooperative Extension Oneida County proposes to perform the above described services with payment based on deliverables. The estimated project costs for the scope of work is $20,000 on a not to exceed basis, additional services which are beyond the initial proposed scope of work will be considered additional work and may require additional compensation.

The proposed scope of work will be performed in accordance with an executed contract between Cornell Cooperative Extension Oneida County and the City of Rome.

We appreciate the opportunity to provide this proposal to you, and we look forward to assisting the City with the development of the 2016 Community Needs Assessment. Should you have any questions regarding this proposal or care to revise its contents, please do not hesitate to contact Mary Beth McEwen, Executive Director or J. Caroline Williams, R2G Urban Studio Coordinator at your convenience. Should you find this proposal acceptable please provide authorization for us to proceed.

Sincerely,

Mary Beth McEwen, Executive Director
Cornell Cooperative Extension Oneida County

cc: J Caroline Williams, Coordinator
CCE Oneida County R2G Urban Studio