

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



BOARD OF ESTIMATE AND CONTRACT
CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK](https://www.youtube.com/@ROMENEWYORK) OFFICIAL/STREAMS.

**BOARD OF ESTIMATE AND CONTRACT MEETING
SPECIAL SESSION**

**APRIL 28, 2025
3:00 P.M.**

1. CALL THE ROLL OF MEMBERS BY THE CLERK

2. READING OF MINUTES OF PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

3. RESOLUTIONS

RES. NO. 71 AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. **Adams**

RES. NO. 72 AUTHORIZING YEAR END BUDGETARY TRANSFER. **Adams**

RES. NO. 73 AUTHORIZING YEAR END BUDGETARY TRANSFER. **Adams**

RES. NO. 74 AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR THE 2025 COLD MILLING AND RESURFACING PROJECT (RFB-2025-005). **Guiliano**

RES. NO. 75 AUTHORIZING CHANGE ORDER NO. 5 TO CONTRACT WITH MURNANE BUILDING CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 136 ADOPTED JUNE 15, 2023 (\$62,607.00). **Andrews**

RES. NO. 76 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY FOR THE CITY OF ROME'S PARTICIPATION IN THE MUNICIPAL RECREATION PROGRAM (2025). **Adams**

RES. NO. 77 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY FOR THE CITY OF ROME'S PARTICIPATION IN THE JUVENILE AID PROGRAM (2025). **Adams**

RES. NO. 78 AUTHORIZING AN AMENDMENT TO THE INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY DEPARTMENT OF FAMILY & COMMUNITY SERVICES. **Domenico**

RES. NO. 79 AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (306 BELL ROAD) TO BUYER. **Domenico**

RES. NO. 80 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXTEND AN AGREEMENT WITH GREATER HEIGHTS TREE CARE. **Gleasant**

RES. NO. 81 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXTEND AN AGREEMENT
WITH GREATER HEIGHTS TREE CARE. **Gleasant**

4. ADJOURNMENT

RESOLUTION NO. 71

**AUTHORIZATION TO AMEND APPROVED
PURCHASE ORDER AND VOUCHER SIGNERS LIST.**

By _____:

WHEREAS, pursuant to Resolution 31, adopted by the Board of Estimate and Contract on February 11, 2016, an Approved Purchase Order and Voucher Signers List was established; and

WHEREAS, City Treasurer Brian Adams has requested that said list be amended so as to reflect the addition and deletion of certain employees, pursuant to the attached list of "Authorized Signers of Purchase Orders and Vouchers", which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby amends the list of "Authorized Signers of Purchase Orders and Vouchers", so as to reflect the addition and deletion of certain employees.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Authorized Signers of Purchase Orders and Vouchers *

City of Rome

DEPARTMENT	Name	Name	Name	Name	Name
Administrative Services	Kim Rogers				
Animal Control	Kim Vaughn	Ken White			
Assessor	Joe Surace	John Ross			
Central Maint	Joe Guiliano	Anthony Spina			
City Clerk	Eric Seelig	Jillian Campbell			
Civil Service	Kim Rogers				
Codes	Mark Domenico	Gregory Shaver			
Comm & Econ Development	Matthew Andrews	Kim Rogers			
Common Council	Eric Seelig	Jillian Campbell			
Corp Counsel	Gerard Feeney	Angela Twomey			
Electrical	Joe Guiliano	Pat Surace			
Engineering	Joe Guiliano	Pat Surace			
Fire	David Gratch	Bernard Kaier	Tim Reilly	Mike Liddy	
Info Tech	Kim Rogers				
Insurance	Kim Rogers				
Marketing	Jeff Lanigan	Kim Rogers			
Mayor	Jeff Lanigan	Kim Rogers			
Municipal Bldg	Joe Guiliano	Kim Rogers	Pat Surace		
Parking Authority	Joe Guiliano	Kim Rogers	Pat Surace		
Parks & Recreation	Brandon Lovett	Kim Rogers			
Police	Kevin James	Cheyenne Schoff	Bryan Zoekler		
Public Safety	Ken White	Kim Rogers			
Public Works	Joe Guiliano	Pat Surace	Thomas Jones		
Records	Eric Seelig	Jillian Campbell			
Shade Trees	Joe Guiliano	Pat Surace	Thomas Jones		
Sign Shop	Joe Guiliano	Pat Surace	Jim Guy		
Street Maint & Snow Removal	Joe Guiliano	Thomas Jones			
Treasurer	Brian Adams	R. Wesley Slaght			
Water Filtration	Joe Guiliano	Justin Pacicca	Tony Nash	David Cardarelli	
Water Pollution	Joe Guiliano	Filippo Impicciatore	Matt Coppola	Josh Solon	
Water Shop	Joe Guiliano	Tony Nash			
Service Fee Paymt Fund	Joe Guiliano				

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

RESOLUTION NO. 72**AUTHORIZING YEAR END BUDGETARY TRANSFER.**

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 transfer:

REASON: Authorization for Year End Budget Transfers for AI**Authorizing Budgetary Transfer of \$288,195 into Enterprise Capital Lease Principal & Interest Accounts**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.456	Police: Operating Leases	\$288,195

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI9790.611	Police: Enterprise Capital Lease Principal	\$229,685

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI9790.711	Police: Enterprise Capital Lease Interest	\$58,510

Authorizing Budgetary Transfer of \$378,480 into the Police Health Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.456	Police: Operating Leases	\$85,790

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.151	Police: Salaries	\$203,425

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.415	Police: Medical	\$89,265

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI9060.813	Police: Health Insurance	\$378,480

Authorizing Budgetary Transfer of \$10,235 into Medicare Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1930.450	Police: Judgements & Claims	\$10,235
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI9060.819	Health Insurance: Medicare	\$10,235

Authorizing Budgetary Transfer of \$219,965 into Police Retiree's Health Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1930.450	Police: Judgements & Claims	\$59,840

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.419	Police: Gasoline & Diesel	\$44,205

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.801	Police: FICA & Medicare	\$33,860

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1680.418	Police IT: Contract Services	\$13,170

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI9790.602	Police: Capital Leases	\$11,885

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1910.413	Police: Insurance	\$9,865

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.414	Police: Supplies & Materials	\$9,270

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1680.208	Police IT: Equipment	\$8,830

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.153	Police: Overtime	\$8,245

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.409	Police: Travel & Conferences	\$4,295

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI1680.412	Police IT: Service Contract & Repairs	\$3,835

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI9045.813	Police: Life Insurance	\$3,655

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.416	Police: Advertisement & Printing	\$3,500

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.412	Police: Service Contracts & Repairs	\$2,740

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.208	Police: Equipment	\$1,565

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.453	Police: Crime Prevention	\$1,205

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI9060.803	Health Insurance: Police Retirees	\$219,965

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 73**AUTHORIZING YEAR END BUDGETARY TRANSFER.**

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 transfer:

REASON: Authorization for Year End Budget Transfers for AG**Authorizing Budgetary Transfer of \$376,325 into Fire Retirement Account**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9060.800	General City: Health Insurance	\$354,490
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9040.800	General City: Worker's Comp	\$21,835
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9015.806	Fire Retirement	\$376,325

Authorizing Budgetary Transfer of \$262,703 into Enterprise Cap Lease Principal & Interest Accounts

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.456	Fire: Operating Leases	\$24,120
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3510.456	Animal Control: Operating Leases	\$29,530
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.456	Codes: Operating Leases	\$24,350
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1440.456	Engineering: Operating Leases	\$28,515
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.456	Buildings: Operating Leases	\$49,760

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.456	Streets: Operating Leases	\$71,160

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.456	Electrical: Operating Leases	\$6,723

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5140.456	Sign Dept.: Operating Leases	\$7,957

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.456	Parks & Rec: Operating Leases	\$20,588

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9790.611	Enterprise Cap Lease Principal	\$188,703

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9790.711	Enterprise Cap Lease Interest	\$74,000

Authorizing Budgetary Transfer of \$182,900 into City Retirees Health Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.151	Parks & Rec: Salaries	\$102,675

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9010.800	General City: Retirement	\$80,225

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.807	Health Insurance: City Retirees	\$182,900

Authorizing Budgetary Transfer of \$135,000 into City Retirees Health Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9010.800	General City: Retirement	\$28,525

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries	\$105,300

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.450	Judgements & Claims	\$1,175

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.806	Health Insurance: Fire	\$135,000

Authorizing Budgetary Transfer of \$34,615 the Capital Leases Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.450	Judgements & Claims	\$14,000
<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.412	Electrical: Service Contract & Repairs	\$20,615
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9790.602	Capital Leases	\$34,615

Authorizing Budgetary Transfer of \$31,770 the General City Medicare Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.412	Electrical: Service Contract & Repairs	\$31,770
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.819	General City Medicare	\$31,770

Authorizing Budgetary Transfer of \$4,800 the Worker's Comp Hospital Retirees Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.412	Electrical: Service Contract & Repairs	\$4,800
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9040.805	Worker's Comp Hospital Retirees	\$4,800

Authorizing Budgetary Transfer of \$2,375 the City's Unemployment Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.412	Electrical: Service Contract & Repairs	\$2,375
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9050.800	Unemployment Insurance	\$2,375

Authorizing Budgetary Transfer of \$2,005 the Capital Lease Interest Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.412	Electrical: Service Contract & Repairs	\$2,005
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9790.702	Capital Lease Interest	\$2,005

Authorizing Budgetary Transfer of \$1,875 the Excellus Medicare Insurance Account

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.412	Electrical: Service Contract & Repairs	\$1,875

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.805	Excellus Medicare	\$1,875

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 74

**AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR THE
2025 COLD MILLING AND RESURFACING PROJECT (RFB-2025-005).**

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 request for bids for the 2025 Cold Milling and Resurfacing Project (RFB-2025-005); 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 11:00 a.m. on May 15, 2025, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent; and

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

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Bid Advertisement

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until: MAY 15, 2025, 11:00 AM for the following project:

RFB-2025-005

2025 Cold Milling and Resurfacing Project

BID OPENING

Bid will be publicly opened and read aloud on MAY 15, 2025 at 11:00 AM.

Bids will be opened in the Council Chambers located at:

198 North Washington St, Rome, NY, 13440

Rome City Hall, 2nd Floor

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall or dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2025-005 2025 Cold Milling and Resurfacing Project

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed on the official plan holders list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holders list will not be accepted. To be placed on the official plan holders list please contact:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

ADDENDA

The City will issue addenda once all project and bid questions have been received. The City will not respond to bidder's questions after May 9, 2025.

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be no pre-bid conference for this project bid.

All project and bid questions must be received by:

May 9, 2024

All questions should be directed to:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, NY. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination based on race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the Right to Reject any and all bid proposals deemed to be NOT in the best interest of the City.

The City of Rome also reserves the Right to Accept any bid proposal deemed to be in the best interest of the City.

Dated: April 28, 2025

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

RESOLUTION NO. 75

**AUTHORIZING CHANGE ORDER NO. 5 TO CONTRACT WITH MURNANE BUILDING
CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO.
136 ADOPTED JUNE 15, 2023 (\$62,607.00).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 136 adopted June 15, 2023, authorized the awarding of a contract to Murnane Building Contractors, Inc. for services relative to the Rome City Hall Health & Safety Facility Enhancements project, at a total contract price of \$4,572,000.00; and

WHEREAS, at a meeting held on December 14, 2023, the Board of Estimate and Contract awarded Change Order No. 1 to Murnane Building Contractors, Inc. to allow an increase of \$539,007.00; and

WHEREAS, at a meeting held on May 9, 2024, the Board of Estimate and Contract awarded Change Order No. 2 to Murnane Building Contractors, Inc., to allow an increase of \$96,766.34; and

WHEREAS, at a meeting held on October 24, 2024, the Board of Estimate and Contract awarded Change Order No. 3 to Murnane Building Contractors, Inc., to allow an increase of \$122,657.00; and

WHEREAS, at a meeting held on November 21, 2024, the Board of Estimate and Contract awarded Change Order No. 4 to Murnane Building Contractors, Inc., to allow an increase of \$771,197.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that Murnane Building Contractors, Inc., be awarded Change Order No. 5 for a total amount not to exceed \$62,607.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Murnane Building Contractors, Inc., pursuant to Resolution No. 136 adopted June 15, 2023, be and is hereby amended, whereby Change Order No. 5 is hereby awarded, so as to modify the contract to allow for an increase of \$62,607.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 5 as described hereinabove shall be an amount not to exceed \$62,607.00, increasing the total contract price to \$6,164,234.34; and

BE IT FURTHER RESOVLED, Resolution No. 136, shall otherwise remain as originally adopted on June 15, 2023 and amended in prior change orders.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



MURNANE
Building on a Tradition of Excellence

MURNANEBUILDING.COM

April 8th, 2025

Matt Andrews
Rome City Hall

Re: Rome City Green
Change Request #1 Revised – Add 2" (or 3") bluestone cap on planter bed seat walls

Dear Chris,

In accordance with the description 1 on ASI No. 1, we are pleased to submit this proposal to provide a 2" (or 3") stone cap on the planting bed seat walls. The two options requested are presented below.

Murnane:

Option #1 (1/2 Bullnose):

Install Stone cap:

\$28,161

Material:

\$19,670

Subtotal:

\$47,831

15% O&P:

\$7,175

Credit for concrete and coloring

(\$1,200)

Total Additional Cost:

\$53,806

For 3" Cap (Add):

+ \$8,801

Option #2 (Eased Edge):

Install Stone cap:

\$28,161

Material:

\$18,300

Subtotal:

\$46,461

15% O&P:

\$6,969

Credit for concrete and coloring

(\$1,200)

Total Additional Cost:

\$52,230

For 3" Cap (Add):

+ 7,381

Please contact me with any questions.

Sincerely,

Chase Lyndaker, Project Manager

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301

RESOLUTION NO. 257

**AUTHORIZING CHANGE ORDER NO. 4 TO CONTRACT WITH MURNANE
BUILDING CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND
CONTRACT RESOLUTION NO. 136 ADOPTED JUNE 15, 2023 (\$771,197.00).**

By Guiliano:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 136 adopted June 15, 2023, authorized the awarding of a contract to Murnane Building Contractors, Inc., for services relative to the Rome City Hall Health & Safety Facility Enhancements project, at a total contract price of \$4,572,000.00; and

WHEREAS, at a meeting held on December 14, 2023, the Board of Estimate and Contract awarded Change Order No. 1 to Murnane Building Contractors, Inc., to allow an increase of \$539,007.00; and

WHEREAS, at a meeting held on May 9, 2024, the Board of Estimate and Contract awarded Change Order No. 2 to Murnane Building Contractors, Inc., to allow an increase of \$96,766.34; and

WHEREAS, at a meeting held on October 24, 2024, the Board of Estimate and Contract awarded Change Order No. 3 to Murnane Building Contractors, Inc., to allow an increase of \$122,657.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that Murnane Building Contractors, Inc., be awarded Change Order No. 4 for this project for a total amount not to exceed \$771,197.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Murnane Building Contractors, Inc., pursuant to Resolution No. 136 adopted June 15, 2023, be and is hereby amended, whereby Change Order No. 4 is hereby awarded, so as to modify the contract to allow for an increase of \$771,197.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 4 as described hereinabove shall be an amount not to exceed \$771,197.00, increasing the total contract price to \$6,101,627.34; and

BE IT FURTHER RESOVLED, Resolution No. 136, shall otherwise remain as originally adopted on June 15, 2023 and amended in prior change orders.

Seconded by Adams.

AYES: Mayor Lanigan, Nash, Guiliano, Adams

NAYS: None

EXCUSED: Feeney

ADOPTED: November 21, 2024



MURNANE
Building on a Tradition of Excellence

MURNANEBUILDING.COM

November 8, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #12 – Construct Eagle Monument Base

Dear Chris,

As per S001 and S100 dated 10/30/24, we propose to construct the base as detailed.

Subcontractor:

Longhouse (Rebar):	\$ 3,451
5% O & P:	173

Self-Perform:

Foundation/Pier Material:	\$ 1,791
Foundation/Pier Labor:	4,107
Stone & Accessories Material:	2,898
Stone & Accessories Labor:	9,011
Bluestone Cap:	3,900
Set Bluestone Cap:	1,005
Set Monument and Plaque:	1,503
Self-Perform Subtotal:	\$ 24,215
15% O & P:	3,632

Total Additional Cost:	\$ 31,471
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Please contact me with any questions.

Sincerely,

Andrew P. Kantor, Vice President

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301



MURNANE
Building on a Tradition of Excellence

MURNANEBUILDING.COM

November 8, 2024

Mr. Matt Andrews
City of Rome

Re: Rome City Hall City Green Scope (2 Pages via Email)

Dear Matt,

As requested, Murnane hereby proposes to complete the GC portion of the work as depicted in DELTA Engineers documents dated 11/01/2024. Majority of work to commence as early as possible spring 2025 and be complete no later than June 30, 2025. There are general wage rate increases as of July 1, 2025 which are not contemplated in this proposal.

Subcontractor:

Fred Burrows Trucking & Excavating:	\$ 99,746
Maple Ridge Organics (Landscape, Pavers and Planting)	204,203
Granite Curb:	19,750
Subtotal:	\$ 323,699
5% O & P:	16,185

Self-Perform:

Supervision, Lay-Out and General Conditions:	\$ 38,056
Salvage and Turn Over Existing Tables and Benches:	572
Concrete Walks and Paver Base Material:	48,820
Concrete Walks and Paver Base Labor:	55,211
Concrete Seat Walls Material (figured as cast in place):	22,638
Concrete Seat Walls Labor (figured as cast in place):	41,973
Caulking & Sealant Material:	1,500
Caulking & Sealant Labor:	4,374
Light Pole Bases Material:	2,612
Light Pole Bases Labor:	6,556
Site Furniture as per Maglin Quote dated 11/05/24:	91,830*
Receive, uncrate, and install site furniture:	16,533
Swings – Material:	7,600
Swings Set/Erect:	3,209
72" ROME Letters (DELTA provided Budget):	18,000
Pad and Set Letters in Place:	4,009
Subtotal:	\$ 363,493
10% O & P:	36,349

Total Base Proposal: \$ 739,726

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301



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Building on a Tradition of Excellence

MURNANEBUILDING.COM

There is no electrical scope included in this pricing with the exception of excavation and backfill and the concrete pole bases.

***Michael Haas forwarded the Maglin quote but noted there still may be some revisions coming, those revisions are obviously not accounted for here.**

Alternates:

Alternate 1 for New Concrete Pavement Along W. Dominick St.:	\$ 40,000
Alternate 2 for Curb at Paver Edge:	\$ 6,000
Alternate 3 for Water Line and Yard Hydrants:	\$ Pricing not yet Received
Seeded Lawns in lieu of Sod:	DEDUCT \$ (14,000)

Please contact me with any questions.

Sincerely,

Andrew P. Kantor, Vice President

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301

RESOLUTION NO. 76

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY FOR THE CITY OF ROME'S PARTICIPATION IN THE MUNICIPAL RECREATION PROGRAM (2025).

By _____:

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, be and is hereby authorized to enter into an agreement with Oneida County, with regard to the Municipal Recreation Program, to obtain funding in the amount of \$3,511.00, pursuant to the attached Agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT

THIS AGREEMENT, effective October 1, 2024, is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), and City of Rome, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County, through its Department of Family and Community Services' Youth Bureau, has been allocated funds from the New York State Office of Children and Family Services ("OCFS") that shall be used to reimburse the County for expenditures made in accordance with OCFS approved Program Narratives and budgets; and

WHEREAS, the Contractor has submitted an application and budget for a youth services program for the 2024-2025 program year, which have been approved for funding by OCFS ("Program");

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. PROGRAM DESCRIPTION

The Contractor shall perform the Municipal Summer Recreation Program in accordance with the rules and regulations of OCFS, the Children and Family Services Plan guidelines, OCFS fiscal policies, and as set forth in the Program Narrative (Exhibit A) and Program Budget (Exhibit B), copies of which are attached hereto and incorporated by this reference as if fully recited herein.

II. AGREEMENT TERM

This Agreement shall commence October 1, 2024 and continue through September 30, 2025, unless otherwise terminated as provided herein.

III. EXPENDITURES

All expenditures must be made in accordance with the approved Program Narrative and Program Budget.

IV. PAYMENT

A. The County shall pay the Contractor upon submission of a completed County voucher and supporting documents, which conform to applicable federal and state laws, rules, regulations,

OCFS fiscal policies, procedures, and requirements, including those established by the Comptroller of the State of New York and which are acceptable to OCFS as proof of expenditures.

B. The total payment from the County to the Contractor for the Program described herein shall be \$3,511.00

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Program described herein. The Contractor shall use its best efforts to perform the Program such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method and means of performing the Program, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The Contractor may, at its own expense, employ or engage the services of such employees, volunteers and/or partners as the Contractor deems necessary to perform the Program (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Program by the Assistants in a manner satisfactory to the County and in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to continue to make its services available to the public.

C. The Contractor and its Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that it and its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

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

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

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

H. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. TERMINATION OF FUNDING BY THE COUNTY

If the County is notified that local, state or federal funds are unavailable for this Program, the County may terminate this Agreement and permanently withhold the payment of all or a portion of the funds.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County's insurance policies do not extend to or protect the Contractor, or the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s)

in the event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the Program described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the Program under this Agreement, the Contractor and its Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, gender identity, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program described herein.

X. INSURANCE

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
2. Workers' Compensation and Employer's Liability at New York statutory limits.
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
 - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

- b. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

B. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE

If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

XII. ENTIRE AGREEMENT

The terms of this Agreement, including Exhibit A (Program Narrative), Exhibit B (Program Budget), Addendum A (Standard County Conditions), Addendum B (New York State Conditions) and Addendum C (Standard Clauses for All Oneida County Department of Family and Community Services Contracts) constitute the entire understanding and agreement of the parties and cancel or supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box, Commissioner of Social Services

Date

Kevin M. Green, Youth Bureau Director

Date

CITY OF ROME

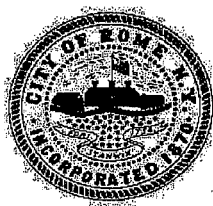
Jeffrey M. Lanigan, Mayor

Date

Approved: _____
Amanda L. Cortese-Kolasz, County Attorney

EXHIBIT A

JEFFREY M. LANIGAN
Mayor



DEPARTMENT OF PARKS & RECREATION

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

10/1/2024 – 9/30/2025

Introduction

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

Today, the City of Rome is serving hundreds & hundreds of youths and families annually through their parks, pools, facilities, and programs. While the city would like to be able to completely fund such youth & family programs and community activities, it currently lacks the resources to do so.

Financial Need

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

Since Griffiss closed, per capita income, median household income and median family income is now below statewide averages. Rome's vacancy rate has also increased. Many working neighborhoods have developed high crime rates and code enforcement violations. There are a disproportionate percentage of renters vs. owner-occupants, and housing value has plummeted. As a result, the city is now experiencing extensive neighborhood deterioration, including abandoned and vacant buildings, properties that have fallen into disrepair, and a lack of owner resources to correct these problems. While the city has tried to rely somewhat on grant monies to initiate recovery programs, resources are spread very thin just to maintain city infrastructure; there is little left for growth and improvement.

EXHIBIT A

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

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

Commitment to Excellence

The Rome Parks and Recreation Department has a long record of commitment to excellence in its sports/recreation programs and facilities. Annually, all programs and facilities reach nearly 5,000 youths. We began these youth programs and community activities in order to support the Rome City School District and the Community in general, in developing strong citizenship values, self-confidence and commitment to healthy living. We have continued to devote scarce resources to these activities and facilities despite the sporadic economic setbacks described above. Cooperative agreements and partnerships are sought out on a regular basis with various community organizations including the *Rome City School District*, the *Rome Sports Hall of Fame*, the *Rome Family YMCA*, *Rome Grizzlies Youth Hockey*, *Rome Youth Baseball*, *Rome Pop Warner Football*, and *Rome Youth Basketball*.

Program Description and Needs

The City of Rome's Summer Parks and Recreation Program has been in continuous existence since 1991. The parks and programs serve roughly 5000 boys' and girls' annually from ages 5 through adulthood. The vast majority of our parks are located within "low-income" areas with a high population of "at-risk" youth. The public elementary schools serving these areas have a high percentage of its students receiving free or reduced lunch services from NY State and a high percentage of the residents are below the poverty line.

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

EXHIBIT B

OCFS-5005 (Rev. 12/2010) FRONT

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

QYDS ID: | | | | | | | | | |

FISCAL YEAR: | 2 | 0 | 2 | 5 |

AGENCY/MUNICIPALITY: **City of Rome**

PROGRAM TITLE: **Recreation Program 10/01/24 - 09/30/25**

FUND TYPE:

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:
Brian Adams
(315)339-7764 Badams@romecitygov.com

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Deputy Director	\$ 41.31	BW	\$ 75,178	
Administrative Aide	\$ 30.80	BW	\$ 56,058	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 131,236	\$
TOTAL FRINGE BENEFITS			\$ 77,714	\$
TOTAL PERSONAL SERVICES (1)			\$ 208,950	\$ 208,950

CONTRACTED SERVICES AND STIPENDS

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

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

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

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$ 208,950	\$

TOTAL OCFS PROGRAM AMOUNT

TOTAL OCFS FUNDS

LIST OF OTHER FUNDING SOURCES

REIMBURSABLE TOTAL
MUNICIPAL FUNDING
OTHER SOURCES

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

PROGRAM BUDGET INSTRUCTIONS

REFER TO FISCAL POLICIES AND PROCEDURES MANUAL FOR RESTRICTIONS

QYDS ID - NUMBER ASSIGNED BY SYSTEM

FISCAL YEAR-INDICATE YEAR FOR WHICH FUNDS ARE BEING REQUESTED

AGENCY/MUNICIPALITY-COUNTY, CITY, VILLAGE, AN INDIAN RESERVATION OR SCHOOL DISTRICT (IF APPROVED) THAT IS APPLYING FOR STATE AID

PROGRAM TITLE-NAME OF PROGRAM RECEIVING FUNDING

FISCAL CONTACT INFORMATION-PERSONS TO CONTACT FOR QUESTIONS ON BUDGETING-CLAIMING AND VOUCHERING FOR THIS PROGRAM

PERSONAL SERVICES

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT*
1	2	3	4

**TOTAL FUNDS REQUESTED
FOR THIS PROGRAM**

1. LIST THE TITLE OF THE POSITION AS IT WILL BE CLAIMED
2. ENTER THE RATE OF PAYMENT AS IT IS ON THE PAYROLL, E.G. \$100, \$500, \$5. (enter the highest rate for each title)
3. INDICATE THE SALARY BASIS AS IT IS ACTUALLY PAID, e.g. Hourly (H), Weekly (W), Biweekly (BW), Semimonthly (SM)
4. ENTER THE GROSS AMOUNT OF THIS PAYROLL LINE. Use an asterisk if OCFS reimbursement is not being requested.
5. ENTER THE TOTAL OF THIS COLUMN.
6. ENTER THE TOTAL AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA - DO NOT USE

TOTAL SALARIES AND WAGES**TOTAL FRINGE BENEFITS**

5	6
7	8

7. ENTER THE TOTAL OF FRINGE BENEFITS BUDGETED FOR THIS PROGRAM. YDDP - CONTRACT AGENCIES ONLY
8. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. MOST PROGRAMS ARE LIMITED TO 25%. YDDP/RHYA - DO NOT USE

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE	PAYMENT BASIS	TOTAL PROGRAM AMOUNT*
9	10	11	12

9. ENTER TYPE OR TITLE OF SERVICES, e.g. Accounting Firm, Speaker.
10. INDICATE RATE OF PAY.
11. INDICATE PAYMENT BASIS e.g. Session (S), Monthly (M)
12. ENTER THE TOTAL COST FOR EACH LINE

TOTAL CONTRACTED SERVICES (2)

13. ENTER THE TOTAL OF THIS COLUMN.
14. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA - DO NOT USE

TOTAL MAINTENANCE & OPERATION (3)

15. ENTER THE AMOUNT BUDGETED IN TOTAL FOR THIS PROGRAM.
16. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA - DO NOT USE

LIST IN THE SPACE PROVIDED, EQUIPMENT PURCHASES AND RENTALS PLANNED FOR PROGRAM YEAR

FACILITY REPAIRS

PROGRAM SITE	17	18
--------------	----	----

17. LIST EACH PROGRAM ADDRESS FOR WHICH FACILITY REPAIRS ARE BEING PLANNED.
18. ENTER AMOUNT FOR EACH PROGRAM SITE. YDDP LIMIT - \$500 PER SITE

TOTAL FACILITY REPAIRS (4)

19. ENTER THE TOTAL OF THIS COLUMN
20. ENTER THE AMOUNT FOR WHICH REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA - DO NOT USE

TOTAL OCFS PROGRAM AMOUNT**TOTAL OCFS FUNDS REQUESTED**

19	20
----	----

	21
--	----

LIST OTHER FUNDING SOURCES

	22	REIMBURSEABLE TOTAL
	23	MUNICIPAL FUNDING
	24	OTHER SOURCES

21. THIS AMOUNT SHOULD AGREE TO THE AMOUNT BEING REQUESTED FOR THIS PROGRAM.
22. THIS IS THE TOTAL OF BOX 21 LESS ASTERISKED ITEMS
23. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY MUNICIPALITY
24. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY OTHER SOURCES

ADDENDUM A

STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

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

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

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

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

ADDENDUM B

NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC), The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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

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

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

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

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

****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.

ADDENDUM C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time to time designate.

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT.

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor.
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

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

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

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

Oneida County Department of Social Services
Contract Administration Office, 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 shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

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

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

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

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

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

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

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

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

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

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

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

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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

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

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

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

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

RESOLUTION NO. 77

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY FOR THE CITY OF ROME'S PARTICIPATION IN THE JUVENILE AID PROGRAM (2025).

By _____:

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, be and is hereby authorized to enter into an agreement with Oneida County, for the City of Rome's participation in the Juvenile Aid Program for the 2024-2025 program year, to obtain funding in the amount of \$3,511.00, pursuant to the attached Agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT

THIS AGREEMENT, effective October 1, 2024, is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), and City of Rome, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 198 North Washington Street, Rome New York 13440 (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County, through its Department of Family and Community Services' Youth Bureau, has been allocated funds from the New York State Office of Children and Family Services ("OCFS") that shall be used to reimburse the County for expenditures made in accordance with OCFS approved Program Narratives and budgets; and

WHEREAS, the Contractor has submitted an application and budget for a youth services program for the 2024-2025 program year, which have been approved for funding by OCFS ("Program");

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. PROGRAM DESCRIPTION

The Contractor shall perform the Juvenile Aid Program in accordance with the rules and regulations of OCFS, the Children and Family Services Plan guidelines, OCFS fiscal policies, and as set forth in the Program Narrative (Exhibit A) and Program Budget (Exhibit B), copies of which are attached hereto and incorporated by this reference as if fully recited herein.

II. AGREEMENT TERM

This Agreement shall commence October 1, 2024 and continue through September 30, 2025, unless otherwise terminated as provided herein.

III. EXPENDITURES

All expenditures must be made in accordance with the approved Program Narrative and Program Budget.

IV. PAYMENT

A. The County shall pay the Contractor upon submission of a completed County voucher and supporting documents, which conform to applicable federal and state laws, rules, regulations,

OCFS fiscal policies, procedures, and requirements, including those established by the Comptroller of the State of New York and which are acceptable to OCFS as proof of expenditures.

B. The total payment from the County to the Contractor for the Program described herein shall be \$3,511.00

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Program described herein. The Contractor shall use its best efforts to perform the Program such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method and means of performing the Program, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The Contractor may, at its own expense, employ or engage the services of such employees, volunteers and/or partners as the Contractor deems necessary to perform the Program (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Program by the Assistants in a manner satisfactory to the County and in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to continue to make its services available to the public.

C. The Contractor and its Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that it and its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

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

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

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

H. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

VII. TERMINATION OF FUNDING BY THE COUNTY

If the County is notified that local, state or federal funds are unavailable for this Program, the County may terminate this Agreement and permanently withhold the payment of all or a portion of the funds.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County's insurance policies do not extend to or protect the Contractor, or the Contractor's directors, officers, members, Assistants, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s)

in the event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the Program described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the Program under this Agreement, the Contractor and its Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, gender identity, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program described herein.

X. INSURANCE

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Abuse and Molestation coverage must be included.
 - c. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
2. Workers' Compensation and Employer's Liability at New York statutory limits.
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
 - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

- b. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

B. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE

If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

XII. ENTIRE AGREEMENT

The terms of this Agreement, including Exhibit A (Program Narrative), Exhibit B (Program Budget), Addendum A (Standard County Conditions), Addendum B (New York State Conditions) and Addendum C (Standard Clauses for All Oneida County Department of Family and Community Services Contracts) constitute the entire understanding and agreement of the parties and cancel or supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

ONEIDA COUNTY

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box, Commissioner of Social Services

Date

Kevin M. Green, Youth Bureau Director

Date

CITY OF ROME

Jeffrey M. Lanigan, Mayor

Date

Approved: _____
Amanda L. Cortese-Kolasz, County Attorney

EXHIBIT A

NARRATIVE DESCRIPTION

10/1/2024 – 9/30/2025

OCFS Funding RFP 2025

Identification

Sponsoring Municipality: City of Rome
Program Name: Juvenile Aid Division
County: Oneida County

The Rome Police Department Juvenile Aid Division

The Juvenile Aid Division is overseen by Sergeant Scott Hoag and handles all incidents and issues that involve persons who are under the age of 18 and un-emancipated. This includes, but is not limited to, all criminal incidents with juvenile offenders or victims, and also many non-criminal matters that require police intervention. Investigators and officers assigned are trained to interact with agencies such as the New York State Office of Children and Family Services (OCFS), the Oneida County Attorney's Office, Oneida County Probation Department, and Oneida County Family Court. Juvenile offenders are treated with special safeguards and procedures that assess the seriousness of each offense and determine the precise course of action that best suits the offenders and the community.

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

Stationhouse Adjustment:

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

EXHIBIT A

counseling or youth associations and direct interaction between investigators and the juveniles.

School Resource Officer Program:

The Juvenile Aid Division also oversees the department's school resource officer program, keeping in contact to work closely with the Rome City School District in sharing information to keep the schools as safe as possible. School Resource Officers (SRO) are trained certified police officers assigned full time to Rome Free Academy and Strough Middle School as a police liaison and youth specialist for daily interaction with students, faculty and staff. This program places the Juvenile Aid Division in direct contact with school children at a critical age and is designed to address issues and intervene positively at the earliest stages of potential conflict. The officer also creates and promotes a positive image of law enforcement that aspires to attain optimal acceptance. The SROs are charged with the protection and safety of society's most vulnerable members. Investigators and officers maintain strong contact with parents, schools, community groups, and all individuals who share the goal of serving the youth of the City of Rome.

Juveniles processed/served, and referred to Probation/Court by the Juvenile Aid Division are categorized as is required by the New York State Office of Children and Family Services as follows:

Gender – 17 males, 10 females Ethnicity – 16 white, 9 black, 2 Hispanic

Juvenile age groups - 0-9 yrs old (0) 10-15 yrs old (13)
 16-17 yrs old (14)

According to the uniform crime report, the cases investigated by the Juvenile Aid Division can be categorized as follows:

Missing person investigations: 107

Juvenile Missing or Runaway 99 – (85 located within 2 hours)

Adult Missing Person 8

Verbal Harassment	106	Physical Harassment	110
Criminal Mischief	25	Assault	12
Larceny	34	Burglary	05
Sex Offense	10	Robbery	00
Poss. of Stolen Property	04	Drugs / Alcohol	01
Weapons	20	Disorderly Conducts	110
Other	114		

EXHIBIT A

The Juvenile Aid Division also assists in mediation and counsel with juveniles and parents.

Mediations	236		
Counsel with Juveniles	1089	Counsel with Parents	276

OCFS-5005 (Rev. 12/2010) FRONT

QYDS ID: [REDACTED]

FISCAL YEAR: 2018-2019

PROGRAM TITLE: Juvenile Aid 10/01/24 - 09/30/25

FUND TYPE

Include Name, Phone Number, E-mail address:

Brian Adams
(315)339-7764 **Badams@romecitygov.com**

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Sgt. Scott Hoag	\$ 44.30	BW	\$ 92,150	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 92,150	\$
TOTAL FRINGE BENEFITS			\$ 73,539	\$
TOTAL PERSONAL SERVICES (1)			\$ 165,689	\$ 165,689

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
127	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$
TOTAL MAINTENANCE & OPERATION (3)			\$	\$

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

PROGRAM SITE ADDRESS		
TOTAL FACILITY REPAIRS (4)		

165,689

TOTAL OCFS FUNDS

REIMBURSABLE TOTAL
MUNICIPAL FUNDING
OTHER SOURCES

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

PROGRAM BUDGET INSTRUCTIONS

REFER TO FISCAL POLICIES AND PROCEDURES MANUAL FOR RESTRICTIONS.

QYDS ID – NUMBER ASSIGNED BY SYSTEM

FISCAL YEAR-INDICATE YEAR FOR WHICH FUNDS ARE BEING REQUESTED

AGENCY/MUNICIPALITY-COUNTY, CITY, VILLAGE, AN INDIAN RESERVATION OR SCHOOL DISTRICT (IF APPROVED) THAT IS APPLYING FOR STATE AID

PROGRAM TITLE-NAME OF PROGRAM RECEIVING FUNDING

FISCAL CONTACT INFORMATION-PERSONS TO CONTACT FOR QUESTIONS ON BUDGETING-CLAIMING AND VOUCHERING FOR THIS PROGRAM

PERSONAL SERVICES

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT*
1	2	3	4

**TOTAL FUNDS REQUESTED
FOR THIS PROGRAM**

1. LIST THE TITLE OF THE POSITION AS IT WILL BE CLAIMED
2. ENTER THE RATE OF PAYMENT AS IT IS ON THE PAYROLL, E.G. \$100, \$500, \$5. (enter the highest rate for each title)
3. INDICATE THE SALARY BASIS AS IT IS ACTUALLY PAID, e.g. Hourly (H), Weekly (W), Biweekly (BW), Semimonthly (SM)
4. ENTER THE GROSS AMOUNT OF THIS PAYROLL LINE. Use an asterisk if OCFS reimbursement is not being requested.
5. ENTER THE TOTAL OF THIS COLUMN
6. ENTER THE TOTAL AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL SALARIES AND WAGES**TOTAL FRINGE BENEFITS**

5	6
7	8

7. ENTER THE TOTAL OF FRINGE BENEFITS BUDGETED FOR THIS PROGRAM. YDDP – CONTRACT AGENCIES ONLY
8. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED.
MOST PROGRAMS ARE LIMITED TO 25%. YDDP/RHYA – DO NOT USE

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE	PAYMENT BASIS	TOTAL PROGRAM AMOUNT*
9	10	11	12

9. ENTER TYPE OR TITLE OF SERVICES, e.g. Accounting Firm, Speaker.
10. INDICATE RATE OF PAY
11. INDICATE PAYMENT BASIS e.g. Session (S), Monthly (M)
12. ENTER THE TOTAL COST FOR EACH LINE

TOTAL CONTRACTED SERVICES (2)

13	14
----	----

13. ENTER THE TOTAL OF THIS COLUMN
14. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL MAINTENANCE & OPERATION (3)

15	16
----	----

15. ENTER THE AMOUNT BUDGETED IN TOTAL FOR THIS PROGRAM
16. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

LIST IN THE SPACE PROVIDED, EQUIPMENT PURCHASES AND RENTALS PLANNED FOR PROGRAM YEAR

FACILITY REPAIRS:

PROGRAM SITE	17	18
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17. LIST EACH PROGRAM ADDRESS FOR WHICH FACILITY REPAIRS ARE BEING PLANNED
18. ENTER AMOUNT FOR EACH PROGRAM SITE. YDDP LIMIT - \$500 PER SITE

TOTAL FACILITY REPAIRS (4)

19	20
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19. ENTER THE TOTAL OF THIS COLUMN
20. ENTER THE AMOUNT FOR WHICH REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL OCFS PROGRAM AMOUNT**TOTAL OCFS FUNDS REQUESTED**

21

LIST OTHER FUNDING SOURCES

22	REIMBURSEABLE TOTAL
23	MUNICIPAL FUNDING
24	OTHER SOURCES

21. THIS AMOUNT SHOULD AGREE TO THE AMOUNT BEING REQUESTED FOR THIS PROGRAM
22. THIS IS THE TOTAL OF BOX 21 LESS ASTERISKED ITEMS
23. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY MUNICIPALITY
24. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY OTHER SOURCES

ADDENDUM A

STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

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

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

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

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (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:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

ADDENDUM B
NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC), The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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

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

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

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

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

****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.

ADDENDUM C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES CONTRACTS PERSONNEL

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

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time to time designate.

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

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT.

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor.
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

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

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

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

Oneida County Department of Social Services
Contract Administration Office, 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 shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

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

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

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

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

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

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

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

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

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

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

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

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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

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

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

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

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

RESOLUTION NO. 78

**AUTHORIZING AN AMENDMENT TO THE INTERMUNICIPAL AGREEMENT
WITH ONEIDA COUNTY DEPARTMENT OF FAMILY & COMMUNITY SERVICES.**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York adopted Resolution No. 202 on August 29, 2024 authorizing the Mayor of the City of Rome to enter into an agreement with Oneida County Department of Family & Community Services for the time period of January 1, 2024 to December 31, 2025 for an amount not to exceed \$122,325.00 per year, for a period of two-years, with a total compensation not to exceed \$244,650.00; and

WHEREAS, Mark Domenico, Chief Codes Enforcement Officer for the City of Rome, New York, has recommended that the City of Rome amend the original agreement with the Oneida County Department of Family & Community Services to allow for an increase for an amount not to exceed \$77,675.00, pursuant to the attached agreement which is made part of this Resolution; and

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize an amendment to the original agreement with Oneida County Department of Family & Community Services for an increase of \$77,675.00 with a total contract price not to exceed \$322,325.00; and

BE IT FURTHER RESOLVED, that Resolution No. 202 shall otherwise remain as originally adopted on August 29, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

THIS AMENDMENT, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter called the "Department," the Department and Oneida County shall collectively be called the "County"), and the City of Rome, a municipal corporation organized and existing under the laws of the State of New York with principal offices at 198 North Washington Street, Rome, New York 13440 (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WITNESSETH:

WHEREAS, the County, through its Department of Family and Community Services, and the Contractor, entered into an agreement with a term of January 1, 2024 through December 31, 2025, hereinafter referred to as the "Original Agreement," (County contract number 188248), a copy of which is attached hereto as Exhibit "A,"; and

WHEREAS, the Original Agreement was for a total of \$244,650.00 at \$122,325.00 per year for habitability inspections of hotels, motels, and uncertified shelter facilities used by the Department for temporary housing; outreach with Department staff to engage and provide education and materials to referred residents with negative housing conditions; and training of Department staff to identify dangerous, hazardous, or detrimental housing or environmental conditions; and

WHEREAS, it is evident that due to increased costs, an increase of \$77,675.00 is warranted for the term of January 1, 2025 through December 31, 2025, to total \$200,000.00, and

WHEREAS, the Department is desirous of amending the total amount of the Original Agreement to \$322,325.00, an increase of \$77,675.00.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. Section III(A) of the Original Agreement shall be amended to read:
The County shall reimburse Contractor as follows:
\$122,325.00 for the term January 1, 2024 through December 31, 2024.
\$200,000.00 for the term January 1, 2025 through December 31, 2025.

2. Section III(B) of the Original Agreement shall be amended to read:
Total compensation under this Agreement shall not exceed \$322,325.00.

3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

Oneida County

Anthony J. Picente, Jr., County Executive

Date

Colleen Fahy-Box,
Commissioner of Department of Family and Community Services

Date

Jeffrey Lanigan, Mayor
City of Rome

Date

Approved: _____
Amanda L. Cortese-Kolasz, County Attorney

AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement"), made and entered into, between Oneida County, 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, through its Department of Family and Community Services (hereinafter called the "Department;" the Department and Oneida County shall collectively be called the "County"), and the City of Rome, a municipal corporation organized and existing under the laws of the State of New York with principal offices at 198 North Washington Street, Rome, New York 13440 (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WHEREAS, the Department has the need to promote health and safety during Child Protective investigations and Child or Adult Welfare Services and would like to use a multi-systems approach (hereinafter the Program") to address housing issues which negatively impact the health and safety of adults, children, or families; and

WHEREAS the Department desires to establish a system to provide habitability inspections of hotels, motels, and uncertified shelter facilities used by the Department for temporary housing; and

WHEREAS, the Department has a need to provide information to the people it serves and to its employees about how to maintain a healthy and safe living environment to support well-being; and

WHEREAS, the Contractor is able to provide habitability inspections for temporary housing accommodations located at hotels, motels, and uncertified shelter facilities as required by NYCRR §352.3(g) and NYCRR §900.14; and

WHEREAS, the Contractor is able to provide the information and expertise on housing conditions both to families and individuals and to the Department's Children and Adult Services staff;

NOW, THEREFORE, the Parties agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall commence January 1, 2024 and terminate on December 31, 2025.

B. The option to renew this Agreement is at the sole discretion of the Department and it shall provide notice to the Contractor prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

A. Multi-systems Inspection Program

1. Outline of the Program

a. Upon receiving a referral or encountering housing issues in a residence that negatively impact the health and safety of adults, children, or families, the Department will invite the residents to be part of this Program in which an Outreach officer will accompany the Department employee to the residence, perform an inspection and educate the inhabitants about the dangers and other negative issues noted.

b. The Contractor will train employees of the Department about dangerous, hazardous, or detrimental housing or environmental conditions.

2. Responsibilities of the Department

a. Obtain information release forms to clients prior to their participation in the Program.

b. Provide reports, documents, and other information that will enable the Contractor to perform its duties under this Agreement.

c. Provide 24-48 hours' notice when a referral is submitted.

3. Responsibilities of the Contractor

a. Use City of Rome Codes Department inspectors as Outreach officers (hereinafter the "Officers") to shall provide education and pertinent material to participants of this Program.

b. Outreach duties of the Officers

i. With DFCS staff, engage residents of homes with negative or housing conditions.

ii. Provide education and information regarding habitability standards that could impact health and safety and provide potential solutions and guidance.

iii. Participate in joint visits in an outreach capacity as requested by the Department.

iv. Provide data and reports to the Department regarding numbers of participants who chose to engage with assistance

v. Attend all meetings with the Department necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

vi. Develop a curriculum and provide training to Department staff

to enhance their ability to identify dangerous, hazardous, or detrimental housing or environmental conditions.

vii. 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.

B. Habitability Inspections of Hotels and Motels

1. Habitability inspection: using City of Rome Codes Department inspectors (hereinafter called the "Inspectors"), the Contractor shall perform six (6) month habitability inspections of hotel and motel facilities within the City of Rome that the Department uses for temporary housing for homeless individuals as required by NYCRR §352.3(g).

2. Other duties of the Contractor

a. Distribute information to hotel and motel facilities specifying the habitability standards for temporary housing as defined by NYCRR §352.3(g).

b. Complete habitability standards inspection reports provided by the Department Liaison for temporary housing accommodations for all hotel and motel facilities the Department uses as temporary housing accommodations.

c. Forward completed inspection reports to the Department Liaison so that the Department may document habitability inspections.

d. Provide data and reports to the Department when there is a temporary housing violation which is dangerous, hazardous, or detrimental to life or health.

e. Attend meetings with the Department as reasonably necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

f. Attend all trainings required by federal, state, or local law, rule, or regulations necessary to the performance of the duties set forth in this Agreement.

C. Habitability Inspections of Uncertified Shelters

1. Responsibilities of the Contractor

a. Use the Inspectors to perform annual habitability inspections of uncertified shelters in the City of Rome which the Department uses for temporary housing as required by NYCRR §900.14.

b. Duties of the Inspectors

- i. Distribute information to the uncertified shelter facilities specifying the habitability standards for temporary housing as defined by NYCRR §900.14.
- ii. Complete habitability standards inspection reports and corrective action reports provided by the Department Liaison for temporary housing accommodations for all uncertified shelter facilities that the Department uses to provide temporary housing accommodations.
- iii. Forward completed inspection reports and corrective action reports to the Department Liaison so that the Department may document habitability inspections.
- iv. Provide data and reports to the Department when there is a violation of law which is dangerous, hazards or detrimental to life or health.
- v. Attend meetings with the Department as reasonably necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.
- vi. Attend all training required by federal, state, or local law, rule, or regulations necessary to the performance of the duties set forth in this Agreement.

D. Oneida County Department of Family and Community Services Liaison

1. All hotel/motel inspection reports and related correspondence and all uncertified shelter inspection reports and related correspondence shall be mailed to:

Lynett Sullivan
Oneida County Department of Family and Community Services
Homeless Unit, 1st Floor
800 Park Avenue
Utica, New York 13501

2. The Department Liaison shall notify the Contractor, in writing, of the hotel/motel facilities which require inspections every six (6) months. All forms to be completed pertaining to the required inspections in accordance with NYCRR §352.3(g) shall be obtained from and returned to the Department Liaison.

3. The Department Liaison shall notify the Contractor, in writing, which uncertified shelter facilities require annual inspection. All forms to be completed pertaining to the required inspections in accordance with NYCRR §900.14 will be obtained from and returned to the Department Liaison.

III. REIMBURSEMENT

A. The County shall reimburse Contractor \$122,325.00 per calendar year for the duration of this Agreement.

B. Total compensation under this Agreement shall not exceed \$244,650.00.

C. The Contractor shall make requests for reimbursement by submitting an Oneida County voucher which contains the contract number, contract name, expenditure data, and any other required data.

IV. EXPENSES

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

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. The 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. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with all applicable federal, state, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the Department without the prior written authorization of the Department.

D. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The 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.

VI. INDEPENDENT CONTRACTOR STATUS

A. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that its assistants will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that its assistants will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the public as a regular course of business. The Parties agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.

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

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

E. The Contractor shall be solely responsible 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 form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance prior to execution of this Agreement.

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

G. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, 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 shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

VII. TRAINING

The 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, the Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein and shall be solely responsible for the cost of the same.

VIII. INSURANCE AND INDEMNIFICATION

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

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Oneida County, and any other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to the additional insureds.
2. Workers' Compensation and Employer's Liability: Statutory limits apply
3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.
 - a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - b. Oneida County shall be included as additional insureds on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
 - c. Commercial Umbrella

- i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to the additional insureds.
- B. The Contractor shall defend, indemnify, and hold Oneida County and its officers and employees harmless and free and clear of all liability arising from any act of omission or commission by the Contractor, its officers, or employees with respect to this Agreement and any of the terms thereof.

IX. RECORD RETENTION

All records concerning the agreement or contract must be available for a period of at least six (6) years from the end date of the agreement or contract and must be made available for audit by NYSDFA, NYS Audit and Control, and DHHS.

X. TERMINATION

- A. Either party may, upon (30) days written notice to the other party, terminate this Agreement.
- B. The Department may terminate this Agreement if for cause or if needed state or federal reimbursement is terminated or not allowed.

XI. MISCELLANEOUS PROVISIONS

- A. The 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 administering 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
198 North Washington Street
Rome, New York 13440

County: Commissioner of Social Services
Department of Family and Community 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.

E. The Parties agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

XII. ADVICE OF COUNSEL

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

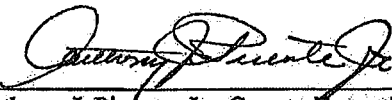
XIII. ENTIRE AGREEMENT

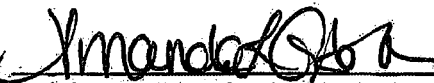
The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration, or modification 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.

Signatures appear on the next page.

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

Date: 11/22/24

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

Approved: 
Maryangela Sealzo, Deputy County Attorney
Amanda L. Cortese-Kolasz

Date: 10/4/24

Oneida County Department of
Family and Community: 
Colleen Fahy-Box, Commissioner

Date: 9/17/24

City of Rome: 
Jeffrey Lanigan, Mayor

APPROVED SEP 16 2024 

APPENDIX A

NEW YORK STATE CONDITIONS

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

- I. This Contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This Contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) No laborer, workman or mechanic, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these Contract documents.
 - (d) The Labor Law provides that the Contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than (1) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or (2) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the Contractor by the State under this Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract, and
- (d) This Contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract,
- (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 ensure 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 Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1)

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

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

****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 FAMILY AND COMMUNITY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non- responsible vendor include:

1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
7. The Contractor has engaged in any other actions of a similarly serious nature.

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

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a.
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
[http://www.wcb.state.ny.us/content/ebiz/wc db exemptions/we db exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc%20db%20exemptions/we%20db%20exemptions.jsp)
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure

of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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

Oneida County Department of Family and Community 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 shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

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

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

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

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

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

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

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

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

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

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

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of

this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

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

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this

AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Family and Community Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the "Service Provider"),
Name of Contract Agency

hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Family and Community Services (DFCS) staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the DFCS 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 DFCS.

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

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

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

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

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

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

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

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

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

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

RESOLUTION NO. 79

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (306 BELL ROAD) TO BUYER.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 306 Bell Road (Tax Map No. 243.006-0001-026) to buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 306 Bell Road (Tax Map No. 243.006-0001-026) to the buyer listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO: 243.006-0001-026

PROPERTY ADDRESS: 306 Bell Road

CONSIDERATION: Purchase price included with the sale of 304 Bell Road with the contingency that the two parcels are merged at closing.

BUYER: Justin Gualtieri and Krisalin Kirk

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: April 4, 2025

From: Nick Facciolo

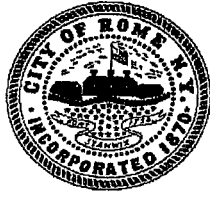
Re: Permission for the City of Rome to enter into a **direct sale** agreement with Justin Gualtieri and Krisalin Kirk for 306 Bell Road, tax map ID #243.006-0001-026, per the recommendation of the Real Property Committee. The purchase offer is included with the purchase of 304 Bell Rd. and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with Justin Gualtieri and Krisalin Kirk for a parcel located at 306 Bell Road. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor



MARK DOMENICO
Director

DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	306 Bell Road
Tax Map Number	243.006-0001-026
Parcel Description	Lot 33 x 100
Parcel Zoning	R-2
Ward Councilor	J. Sparace
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Adjoining property to 304 Bell Rd.
Proposer Name	Justin Gualtieri and Krisalin Kirk
Proposed Time Frame	N/A
Proposed Price	Included with the sale of 304 Bell Rd.
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- None

GENERAL REQUIREMENTS

1. Premises must comply with Property Maintenance Code of New York State
2. Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use
3. A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement
4. Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome
5. A third party electrical inspection will be required for any electrical work
6. Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other

than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
 48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.
- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

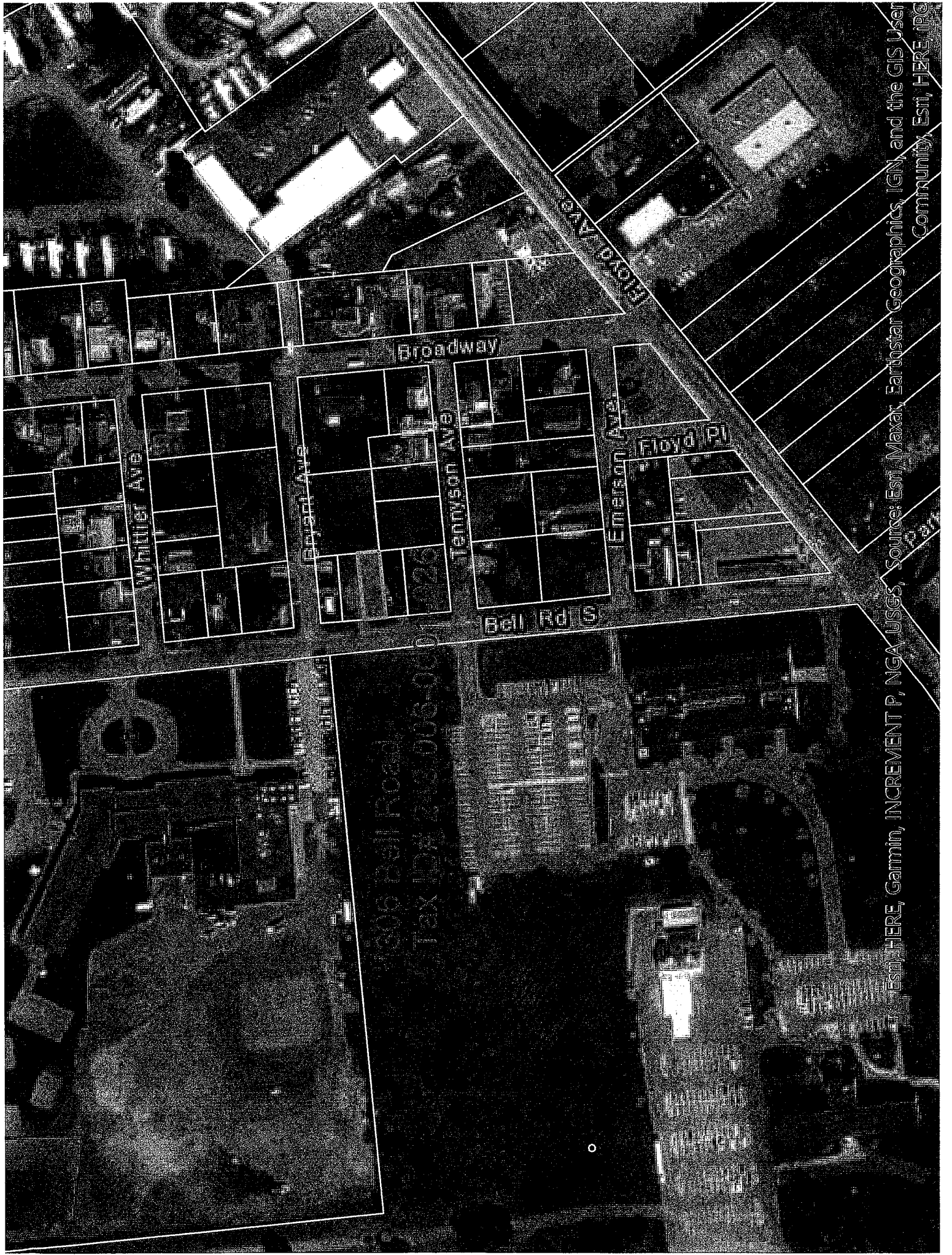
70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:

- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

- In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Esri, HERE, iPC



243.006-0001-026

301301 Rome NY

Active

R/S:1

School: Rome School D

City Of Rome

Roll Year: 2025 Curr Yr

Res vac land

Land AV: 1,000

306 Bell Rd

Land Size: 0.08 acres

Total AV: 1,000

Parcel 243.006-0001-026

- History
- Assessment
 - Exempt(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
 - Land(s)
 - Valuation
- Sale06/29/23
 - Notes
- Sale02/26/98
- Sale05/30/95
- Sale08/25/94

Owner	Tax Bill Mailing Address	3rd Party Address	Bank
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Total 1 Owners: To open, click the appropriate row (Right Click to Add)

City Of Rome	Owner Type	Primary	Declarant
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Last Name / Company:	First Name:	MI:	Jr., Sr., etc:
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City Of Rome

Attention To / In Care Of:

Additional Address:

Street No:	Prefix Dir:	Street / Rural Route:	St Suffix:	Post Dir:	Unit Name:	Unit No:
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City Hall

Po Box No:	City/Town:	State:	Zip Code:
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Rome

NY

13440

Country: enter if not "USA"

Bar Cd:

Ownership: e.g. Life Use

Owner Type:

P = Primary

Owner's Primary Residence

RESOLUTION NO. 80

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
EXTEND AN AGREEMENT WITH GREATER HEIGHTS TREE CARE.**

By _____:

WHEREAS, at a regularly scheduled meeting held on May 23, 2024, the Board of Estimate and Contract approved Resolution No. 128, which authorized the City of Rome to enter into an agreement with Greater Heights Tree Care for the removal of public City trees; and

WHEREAS, said agreement and authorization included the option of two (2) twelve-month renewals upon mutual agreement of the parties; and

WHEREAS, Jennifer Gleasman, Purchasing Agent for the City of Rome, New York, has recommended that the City of Rome, New York, extend the existing agreement with Greater Heights Tree Care for a one (1) year period, beginning on May 20, 2025, and expiring on May 19, 2026, as is in the best interest of the City; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to extend the agreement with Greater Heights Tree Care for the removal of public City trees for a one (1) year period, beginning on May 20, 2025, and expiring on May 19, 2026.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT

THIS AGREEMENT, entered into on this 13 day of August, 2024, between **THE CITY OF ROME**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **GREATER HEIGHTS TREE CARE**, a corporation organized and existing under the laws of the State of New York, with a principal place of business located at P.O. Box 521, Westmoreland, New York 13490, hereinafter referred to as "**CONTRACTOR**",

In consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, **CITY** and **CONTRACTOR** agree as follows:

1. SERVICES TO BE PERFORMED

CONTRACTOR will perform for **CITY**, subject to the provisions of this agreement, trimming, topping and cutting of designated public city trees in the City of Rome, New York, as set forth more specifically in RFB 2024-013, attached hereto and made a part hereof as Exhibit A.

2. AGREEMENT SUM AND PAYMENT

In consideration for performance of the work described, **CITY** shall pay **CONTRACTOR** an amount not to exceed Ten Thousand, Four Hundred Dollars and 00/100 (\$10,400.00). More specifically, trimming, topping and cutting shall be priced as follows:

Class A size (1" - 12.0"):	\$150.00 per unit
Class B size (12.1" - 24.0"):	\$750.00 per unit
Class C size (24.1" - 36.0"):	\$1,500.00 per unit
Class D size (36.1" - 48"):	\$2,500.00 per unit
Class E size (greater than 48"):	\$5,500.00 per unit

Upon completion of the performance of the services required under this Agreement, **CONTRACTOR** shall cause an invoice to be sent to **CITY**. Within thirty (30) days of receipt of said notice, **CITY** shall inspect said work, and if said work is satisfactory, **CITY** shall accept said work as fully performed under the terms of the contract and shall make payment. **CITY** shall not be subject to any late payment charge or interest charges if payment is not received within thirty (30) day period.

3. TIME OF COMMENCEMENT AND COMPLETION

The work will commence on May 20, 2024 and shall be completed on May 19, 2025. **All times stated herein are of the essence.** Upon completion of the initial term, the **CITY** may, at its option, extend this Agreement for two (2) one-year extensions upon the consent of **CONTRACTOR**.

4. OBLIGATIONS OF CONTRACTOR

CONTRACTOR will furnish all labor, equipment and materials necessary for the performance of its duties under this agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable OSHA standards.

CONTRACTOR shall perform all work in a good and workmanlike manner and shall be solely responsible for all work under this contract, including techniques, sequences, procedures and means, and for coordination of all work.

CONTRACTOR's supervisory personnel will regularly inspect the premises and the work done by **CONTRACTOR's** employees, agents and servants. **CONTRACTOR** shall maintain at all times strict discipline among **CONTRACTOR's** employees, agents and servants and agrees not to employ for work on the project any person unfit or without sufficient skills and experience to perform the work for which the **CONTRACTOR** is employed.

CONTRACTOR shall repair any damages it causes to **CITY** property during the performance of this agreement. If **CONTRACTOR** fails to repair any damage caused to **CITY** property during performance under this Agreement, **CONTRACTOR** agrees to make good to **CITY**, immediately upon demand, the costs of repairing said damages. Upon the failure of **CONTRACTOR** to make good to **CITY** for the costs of repairs of damage, **CITY** may commence legal proceedings against **CONTRACTOR** for same and **CONTRACTOR** agrees to pay all costs and expenses of collection incurred by **CITY**, including reasonable attorney's fees.

CONTRACTOR shall not allow any waste to be committed on the property, shall not create or allow any nuisance to exist on the property, or shall not use or allow the property to be used for any unlawful purposes.

CONTRACTOR shall take all responsibility of the work and shall bear all losses resulting from the amount or character of the work.

CONTRACTOR shall secure all permits required to perform its duties under this agreement and will comply with all applicable Workers' Compensation, employer's liability, OSHA and other federal, state, county and municipal laws, rules, ordinances and regulations, including but not limited to those promulgated by the New York State Department of Environmental Conservation.

5. INSURANCE

CONTRACTOR agrees that it will at its own expense, at all times during the terms of this agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act. **CONTRACTOR** agrees to provide **CITY** with certificates showing that **CONTRACTOR** has obtained the required Worker's Compensation and Disability Benefits coverage, or to submit proof that **CONTRACTOR** is not required by law to provide such coverage.

CONTRACTOR agrees that it will at its own expense, at all times during the term of this agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for property damage and injury and death with regard to any property or persons within or about the property. The liability coverage of such insurance shall not be less than \$1,000,000.00 for property damage and not less than \$1,000,000.00 for personal injury and death, or in the alternative, blanket coverage for \$2,000,000.00.

CONTRACTOR agrees to have **CITY** named as an additional insured to said policy, in regard to trimming, topping and cutting of designated trees in the City of Rome, New York, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to **CITY** at fifteen (15) days prior to said termination.

6. LIABILITY/INDEMNIFICATION

CONTRACTOR agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person or property of **CONTRACTOR**, including **CONTRACTOR**'s agents, servants, employees and business invitees, including but not limited to damage caused by, or resulting from explosion, electricity, gas, water, rain, ice or snow, or any act of theft, vandalism or malicious mischief, unless said damage or injury be caused by or due to the gross negligence of **CITY**.

CONTRACTOR agrees that it shall indemnify and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from personal injuries or death to persons, property damages, and for anything and everything whatsoever arising from or out of the work of **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by **CONTRACTOR** or failure on the part of **CONTRACTOR** to comply with any of the covenants, terms or conditions of this agreement.

7. IMPOSSIBILITY

In case the property subject to this agreement, or any part thereof, shall be destroyed or damaged by fire or other natural disasters, including flooding, wind, etc., or by acts of vandalism, or if any other casualty or unforeseen occurrence shall render the fulfillment of this agreement impossible, **CITY** shall not in any case be held liable or responsible to **CONTRACTOR** for any damages caused thereby nor be held responsible for fulfillment of their portion of this agreement.

8. FORCE MAJEURE

In the event that **CONTRACTOR** is delayed in the performance of its obligations under this agreement as the results of floods, fire, earthquakes, explosion, power blackout, government regulation or acts, or other causes beyond **CONTRACTOR's** control, the performance of any such obligation so delayed may be extended for the period of such delay.

9. SCHEDULE

CONTRACTOR understands that prompt and ready completion of the services delineated under this agreement is required by **CITY** in order to meet its schedules and commitments and that time is of the essence to this agreement.

10. TERMINATION

CITY may, on written notice to **CONTRACTOR**, with or without cause, terminate this agreement before the termination date hereof, without prejudice to any other remedy **CITY** may have. Termination with cause may include, but is not limited to, a default by **CONTRACTOR** in the performance of any provision herein, or a failure by **CONTRACTOR** to perform any material condition of the contract.

11. SET-OFF RIGHTS

CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the **CITY's** option to withhold, for the purposes of set-off, any money due to **CONTRACTOR** under this agreement up to any amount due and owing to **CITY** with regard to this agreement, any other agreement or contract with **CITY**, plus any amount due and owing to **CITY** for any reason, including but not limited to tax delinquencies, fee delinquencies or monetary penalties relative thereto.

12. NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below, or to such other address as may be specified in writing:

The City of Rome, New York
Attention: Jennifer Gleasman, Purchasing Agent
Rome City Hall
198 North Washington Street
Rome, New York 13440

Greater Heights Tree Care
David Baransky, Owner/Operator
P.O. Box 521
Westmoreland, New York 13490

13. WAIVER

Any waiver by any of the parties to any of the provisions of this agreement shall not imply preceding or subsequent waiver of that or any other provisions.

14. ASSIGNMENT

No assignment by any of the parties to this agreement of any rights, including rights to moneys due or to become due under this agreement, or delegation of any duties under this agreement shall be binding upon the parties until their written consent has been obtained.

15. PARTIAL INVALIDITY

If any provision of this agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

16. MODIFICATION

Oral statements and understandings are not valid or binding, and neither this agreement nor any other shall be changed or modified except by a writing signed by all parties.

17. COMPLIANCE WITH LAWS

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

18. GOVERNING LAWS

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be

commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.

19. HEADINGS

Headings used under this agreement are for convenience of reference only and shall not affect the interpretation of this agreement.

20. ADDITIONAL PROVISIONS

This agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein. All exhibits to which reference is made are deemed incorporated in this agreement, whether or not actually attached.

21. ATTORNEY'S FEES

Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.

22. SURVIVAL

All representations, covenants and warranties shall survive the execution of this Agreement and sections 5, 6, 18 and 21 shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

THE CITY OF ROME, NEW YORK

BY: [Signature]
JEFFREY M. LANIGAN, MAYOR

APPROVED AUG 12 2024

Approved As to Form
City of Rome, New York

GREATER HEIGHTS TREE CARE

BY: Greater Heights Tree Care
NAME: Daniel J. Baransky
TITLE: owner

CORPORATION COUNSEL - CITY OF ROME, NEW YORK

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss..

On the 13 day of August, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeffrey M. Lanigan**, Mayor, City of Rome New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.



Notary Public

Zachary D. Thomann
Notary Public in the State of New York
No. 01TH6424132
Qualified in Oneida County
My Commission Expires October 25, 2025

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the 27th day of June, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Baransky, and did depose and say that he/she is the owner of **Greater Heights Tree Care**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public

MARIA E GALL
Notary Public, State of New York
No: 01GA6203915
Qualified in Oneida County
Commission Expires April 20th, 2025

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: _____


GERARD F. FEENEY
CORPORATION COUNSEL

CORPORATION COUNSEL - CITY OF ROME, NEW YORK

EXHIBIT A

CORPORATION COUNSEL - CITY OF ROME, NEW YORK

RESOLUTION NO. 81

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
EXTEND AN AGREEMENT WITH GREATER HEIGHTS TREE CARE.**

By _____:

WHEREAS, at a regularly scheduled meeting held on May 23, 2024, the Board of Estimate and Contract approved Resolution No. 127, which authorized the City of Rome to enter into an agreement with Greater Heights Tree Care for the removal of private City trees; and

WHEREAS, said agreement and authorization included the option of two (2) twelve-month renewals upon mutual agreement of the parties; and

WHEREAS, Jennifer Gleasman, Purchasing Agent for the City of Rome, New York, has recommended that the City of Rome, New York, extend the existing agreement with Greater Heights Tree Care for a one (1) year period, beginning on May 20, 2025, and expiring on May 19, 2026, as is in the best interest of the City; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to extend the agreement with Greater Heights Tree Care for the removal of private City trees for a one (1) year period, beginning on May 20, 2025, and expiring on May 19, 2026.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT

THIS AGREEMENT, entered into on this 13 day of August, 2024, between **THE CITY OF ROME**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **GREATER HEIGHTS TREE CARE**, a corporation organized and existing under the laws of the State of New York, with a principal place of business located at P.O. Box 521, Westmoreland, New York 13490, hereinafter referred to as "**CONTRACTOR**".

In consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, **CITY** and **CONTRACTOR** agree as follows:

1. SERVICES TO BE PERFORMED

CONTRACTOR will perform for **CITY**, subject to the provisions of this agreement, trimming, topping and cutting of designated trees in the City of Rome, New York, as set forth more specifically in RFB 2024-012, attached hereto and made a part hereof as Exhibit A.

2. AGREEMENT SUM AND PAYMENT

In consideration for performance of the work described, **CITY** shall pay **CONTRACTOR** an amount not to exceed Ten Thousand, Four Hundred Dollars and 00/100 (\$10,400.00). More specifically, trimming, topping and cutting shall be priced as follows:

Class A size (1"- 12.0"):	\$150.00 per unit
Class B size (12.1" – 24.0"):	\$750.00 per unit
Class C size (24.1" – 36.0"):	\$1,500.00 per unit
Class D size (36.1" – 48"):	\$2,500.00 per unit
Class E size (greater than 48"):	\$5,500.00 per unit

Upon completion of the performance of the services required under this Agreement, **CONTRACTOR** shall cause an invoice to be sent to **CITY**. Within thirty (30) days of receipt of said notice, **CITY** shall inspect said work, and if said work is satisfactory, **CITY** shall accept said work as fully performed under the terms of the contract and shall make payment. **CITY** shall not be subject to any late payment charge or interest charges if payment is not received within thirty (30) day period.

3. TIME OF COMMENCEMENT AND COMPLETION

The work will commence on May 20, 2024 and shall be completed on May 19, 2025. **All times stated herein are of the essence.** Upon completion of the initial term, the **CITY** may, at its option, extend this Agreement for two (2) one-year extensions upon the consent of **CONTRACTOR**.

4. OBLIGATIONS OF CONTRACTOR

CONTRACTOR will furnish all labor, equipment and materials necessary for the performance of its duties under this agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable OSHA standards.

CONTRACTOR shall perform all work in a good and workmanlike manner and shall be solely responsible for all work under this contract, including techniques, sequences, procedures and means, and for coordination of all work.

CONTRACTOR's supervisory personnel will regularly inspect the premises and the work done by **CONTRACTOR's** employees, agents and servants. **CONTRACTOR** shall maintain at all times strict discipline among **CONTRACTOR's** employees, agents and servants and agrees not to employ for work on the project any person unfit or without sufficient skills and experience to perform the work for which the **CONTRACTOR** is employed.

CONTRACTOR shall repair any damages it causes to **CITY** property during the performance of this agreement. If **CONTRACTOR** fails to repair any damage caused to **CITY** property during performance under this Agreement, **CONTRACTOR** agrees to make good to **CITY**, immediately upon demand, the costs of repairing said damages. Upon the failure of **CONTRACTOR** to make good to **CITY** for the costs of repairs of damage, **CITY** may commence legal proceedings against **CONTRACTOR** for same and **CONTRACTOR** agrees to pay all costs and expenses of collection incurred by **CITY**, including reasonable attorney's fees.

CONTRACTOR shall not allow any waste to be committed on the property, shall not create or allow any nuisance to exist on the property, or shall not use or allow the property to be used for any unlawful purposes.

CONTRACTOR shall take all responsibility of the work and shall bear all losses resulting from the amount or character of the work.

CONTRACTOR shall secure all permits required to perform its duties under this agreement and will comply with all applicable Workers' Compensation, employer's liability, OSHA and other federal, state, county and municipal laws, rules, ordinances and regulations, including but not limited to those promulgated by the New York State Department of Environmental Conservation.

5. INSURANCE

CONTRACTOR agrees that it will at its own expense, at all times during the terms of this agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act. **CONTRACTOR** agrees to provide **CITY** with certificates showing that **CONTRACTOR** has obtained the required Worker's Compensation and Disability Benefits coverage, or to submit proof that **CONTRACTOR** is not required by law to provide such coverage.

CONTRACTOR agrees that it will at its own expense, at all times during the term of this agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for property damage and injury and death with regard to any property or persons within or about the property. The liability coverage of such insurance shall not be less than \$1,000,000.00 for property damage and not less than \$1,000,000.00 for personal injury and death, or in the alternative, blanket coverage for \$2,000,000.00.

CONTRACTOR agrees to have **CITY** named as an additional insured to said policy, in regard to trimming, topping and cutting of designated trees in the City of Rome, New York, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to **CITY** at fifteen (15) days prior to said termination.

6. LIABILITY/INDEMNIFICATION

CONTRACTOR agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person or property of **CONTRACTOR**, including **CONTRACTOR**'s agents, servants, employees and business invitees, including but not limited to damage caused by, or resulting from explosion, electricity, gas, water, rain, ice or snow, or any act of theft, vandalism or malicious mischief, unless said damage or injury be caused by or due to the gross negligence of **CITY**.

CONTRACTOR agrees that it shall indemnify and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from personal injuries or death to persons, property damages, and for anything and everything whatsoever arising from or out of the work of **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by **CONTRACTOR** or failure on the part of **CONTRACTOR** to comply with any of the covenants, terms or conditions of this agreement.

7. IMPOSSIBILITY

In case the property subject to this agreement, or any part thereof, shall be destroyed or damaged by fire or other natural disasters, including flooding, wind, etc., or by acts of vandalism, or if any other casualty or unforeseen occurrence shall render the fulfillment of this agreement impossible. **CITY** shall not in any case be held liable or responsible to **CONTRACTOR** for any damages caused thereby nor be held responsible for fulfillment of their portion of this agreement.

8. FORCE MAJEURE

In the event that **CONTRACTOR** is delayed in the performance of its obligations under this agreement as the results of floods, fire, earthquakes, explosion, power blackout, government regulation or acts, or other causes beyond **CONTRACTOR's** control, the performance of any such obligation so delayed may be extended for the period of such delay.

9. SCHEDULE

CONTRACTOR understands that prompt and ready completion of the services delineated under this agreement is required by **CITY** in order to meet its schedules and commitments and that time is of the essence to this agreement.

10. TERMINATION

CITY may, on written notice to **CONTRACTOR**, with or without cause, terminate this agreement before the termination date hereof, without prejudice to any other remedy **CITY** may have. Termination with cause may include, but is not limited to, a default by **CONTRACTOR** in the performance of any provision herein, or a failure by **CONTRACTOR** to perform any material condition of the contract.

11. SET-OFF RIGHTS

CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the **CITY's** option to withhold, for the purposes of set-off, any money due to **CONTRACTOR** under this agreement up to any amount due and owing to **CITY** with regard to this agreement, any other agreement or contract with **CITY**, plus any amount due and owing to **CITY** for any reason, including but not limited to tax delinquencies, fee delinquencies or monetary penalties relative thereto.

12. NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below, or to such other address as may be specified in writing:

The City of Rome, New York
Attention: Jennifer Gleasman, Purchasing Agent
Rome City Hall
198 North Washington Street
Rome, New York 13440

Greater Heights Tree Care
David Baransky, Owner/Operator
P.O. Box 521
Westmoreland, New York 13490

13. WAIVER

Any waiver by any of the parties to any of the provisions of this agreement shall not imply preceding or subsequent waiver of that or any other provisions.

14. ASSIGNMENT

No assignment by any of the parties to this agreement of any rights, including rights to moneys due or to become due under this agreement, or delegation of any duties under this agreement shall be binding upon the parties until their written consent has been obtained.

15. PARTIAL INVALIDITY

If any provision of this agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

16. MODIFICATION

Oral statements and understandings are not valid or binding, and neither this agreement nor any other shall be changed or modified except by a writing signed by all parties.

17. COMPLIANCE WITH LAWS

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

18. GOVERNING LAWS

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be

commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.

19. HEADINGS

Headings used under this agreement are for convenience of reference only and shall not affect the interpretation of this agreement.

20. ADDITIONAL PROVISIONS

This agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein. All exhibits to which reference is made are deemed incorporated in this agreement, whether or not actually attached.

21. ATTORNEY'S FEES

Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.

22. SURVIVAL

All representations, covenants and warranties shall survive the execution of this Agreement and sections 5, 6, 18 and 21 shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

THE CITY OF ROME, NEW YORK

BY:

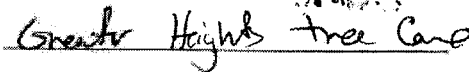

JEFFREY M. LANIGAN, MAYOR

APPROVED AUG 12 2024 

Approved As to Form
City of Rome, New York

GREATER HEIGHTS TREE CARE

BY:


GREATER HEIGHTS TREE CARE

NAME:



DAVID J. BERANEK

TITLE:


OWNER

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the 13 day of August, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeffrey M. Lanigan**, Mayor, City of Rome New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public

Zachary D. Thomann
Notary Public in the State of New York
No. 01TH6424102
Qualified in Oneida County
My Commission Expires October 25, 2025


STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the 27th day of June, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **David J. Barnsky** and did depose and say that he/she is the owner of **Greater Heights Tree Care**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public

MARIA E GALL
Notary Public, State of New York
No: 01GA6203915
Qualified in Oneida County
Commission Expires April 20th, 2025

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: _____


GERARDE E. FEENEY
CORPORATION COUNSEL

CORPORATION COUNSEL. CITY OF ROME, NEW YORK

EXHIBIT A

CORPORATION COUNSEL - CITY OF ROME, NEW YORK