

Oneida Parks & Recreation Department
217 Cedar Street, Oneida, New York 13421
Parks Passport 2024
NYS OCFS Sports and Education Opportunity Funding (YSEF) RFP 3-24

Appendix A
Scope of Services

Program Summary

The Parks Passport program offers a transformative summer experience for youth ages 6-17 in Madison County, addressing the need for engaging and enriching activities during the summer months. Designed to serve a variety of sports and activities for a broad range of youth in our under-resourced community where resources are scarce, Parks Passport provides a unique opportunity for participants to explore outdoor activities, build social connections, and develop valuable life skills. Through a variety of activities such as hiking, fishing, aqua Zumba, obstacle courses, and disc golf, Parks Passport promotes physical activity, mental well-being, and positive relationships with one's body and environment. The program engages local schools, community centers, and social service agencies to reach eligible youth and operates over 5 Thursdays starting July 11th and finishing August 8th. Led by dedicated staff members and volunteers, Parks Passport serves a cohort of 25-30 kids each week, offering a safe, supportive, and inclusive environment for participants to thrive.

Program Description:

- **Hiking Adventures:** Participants embark on thrilling hikes through scenic trails, immersing themselves in the beauty of nature while staying active and healthy.
- **Bug Collecting:** Young explorers delve into the fascinating world of insects, learning about biodiversity and ecology through hands-on bug-collecting activities.
- **Aqua Zumba:** Splash into fitness with Aqua Zumba sessions, combining the invigorating rhythms of Latin music with aquatic exercise for a fun-filled workout in the pool.
- **Fishing Workshops:** Budding anglers receive expert guidance as they learn the art of fishing, fostering patience, perseverance, and environmental stewardship.
- **Obstacle Courses:** Adventure awaits as participants tackle exciting obstacle courses, building confidence, resilience, and teamwork skills along the way.
- **Friendship Building:** Parks Passport provides a welcoming environment where children have the opportunity to forge meaningful connections, fostering a sense of belonging and camaraderie.
- **Disc Golf Instruction:** Kids learn the basics of disc golf, a dynamic and inclusive sport that promotes physical activity, strategic thinking, and friendly competition.

Expected Impact:

Parks Passport aims to make a lasting impact on the lives of participating youth by:

- **Promoting Outdoor Exploration:** Inspiring a love for nature and encouraging children to embrace the outdoors as a playground for adventure and learning.
- **Fostering Social Connections:** Creating opportunities for children to build friendships, develop social skills, and cultivate a sense of community and belonging.
- **Empowering Healthy Lifestyles:** Encouraging physical activity and healthy habits through engaging and enjoyable recreational activities.
- **Nurturing Personal Growth:** Providing a supportive environment for personal development, where children can learn valuable life skills such as teamwork, resilience, and environmental stewardship.

Scope of Services

With Parks Passport, every child can embark on a memorable summer journey filled with excitement, exploration, and discoveries. Staff want the youth of Oneida to join in for a summer of fun, friendship, and adventure in the great outdoors!

Need Statement

The latest TAP Survey highlights a concerning trend, with an increase in students feeling unloved or uncared for, especially among those in 7th and 8th grades and female students. Parks Passport summer program aims to address this issue by providing a supportive and caring environment for not only these children but for any youth participant in Madison County ages 6-17. Through engaging in outdoor activities and opportunities to build friendships, Parks Passport will demonstrate to these kids that they are valued and cared for, fostering their emotional well-being and sense of belonging during their formative years.

Target Population

- 25-30 Kids Per Week-Anticipated 100 kids served
- We plan on targeting boys & girls, ages 6-17, who are of any race/ethnicity, but speak English at fair to advanced level.
- Oneida, NY and surrounding members of Madison County. We will ask each participant where they are from. If they are not from Madison County, we will still let them participate. No kid left behind. We plan on advertising it as a Madison County program from the beginning.
- Oneida's population meets many if not all the factors described in Eligible Programs.

Despite their diverse backgrounds, the youth share common traits and characteristics. They are resilient, capable, and possess untapped potential waiting to be nurtured. Many of them are eager to learn, explore, and engage with their peers and community. However, they may lack access to supportive environments or opportunities to develop essential life skills and confidence.

These youth may also exhibit a strong desire for connection and belonging. They seek validation, support, and guidance from caring adults and mentors who can provide them with positive role models and meaningful experiences. While they may face obstacles, they demonstrate resilience and determination to overcome challenges and strive for a brighter future.

Overall, the youth to be served by this program are deserving of opportunities for growth, empowerment, and success. By providing them with the necessary support, resources, and encouragement, we can help unlock their full potential and empower them to thrive.

Program Design

- Mount Hope, Duross Conservancy, Allen Park, Lincoln Park, Veteran's Memorial Park
- Program will operate in July and August of 2024, 7/11/24 (1:00 pm – 3:00 pm), 7/18/24 (1:00 pm – 3:00 pm), 7/25/24 (1:00 pm – 3:00 pm), 8/1/24 (1:00 pm – 3:00 pm), 8/8/24 (11:00 am – 1:00 pm)
- Program does not provide transportation. Participants can walk or bike to the local parks if they do not have the availability of vehicle transportation. Participants leave the program once the desired participant outcome has been attained.
- Collaborate with the Oneida Public Library.
- Unlike traditional summer programs, Parks Passport offers a diverse range of activities such as hiking, fishing, aqua Zumba, obstacle courses, and disc golf. This variety caters to a wide range of interests and allows children to explore new passions.

Scope of Services

Child Protection Policy: Staff are not mandated reporters. If staff recognize child abuse, staff have a moral and ethical obligation to report it to the appropriate authorities. Here's how we would do so:

- **Contact Child Protective Services (CPS):** Staff can report suspected child abuse or neglect to local Child Protective Services agency. CPS will investigate reports of child abuse and take appropriate action to protect the child.
- **Contact Law Enforcement:** If staff believe a child is in immediate danger, or if staff witness a crime against a child, staff will contact law enforcement immediately. Staff have the authority to intervene and protect the child from harm.
- **Speak to a Trusted Adult:** If youth or staff are unsure about what to do or how to proceed, youth or staff can speak to a trusted adult such as a teacher, counselor, or clergy member for guidance and support as staff navigate the situation.
- **Document Concerns:** If staff have observed signs or behaviors that lead to the belief a child is being abused or neglected, document observations. This can include writing down dates, times, and descriptions of what was witnessed, as well as any other relevant information.

Reporting suspected child abuse is a critical step in protecting children and preventing further harm. Even if staff are not legally required to report it, speaking up may save a child's life or prevent them from experiencing further abuse or neglect.

Substance-free Fundraising Policy does not apply: Municipalities may not solicit gifts or conduct fundraising activities. There is no authority for a municipality to solicit monetary or material gifts, either by advertisement or otherwise. Nor may they conduct fundraising activities. According to Office of the State Comptroller opinions No. 74-1102, 1974, and No. 77-292, 1977, such activity would be contrary to public policy and, therefore, not a proper municipal function.

Features of Positive Developmental Settings

Physical and Psychological Safety - The program ensures a safe environment for children by implementing safety protocols during outdoor activities such as hiking, obstacle courses, and swimming. Safety protocols such as adequate adult supervision, a thorough risk assessment of the outdoor activity area to identify potential hazards, a close watch on weather conditions and forecasts to anticipate any changes that may affect outdoor activities, clearly communicate behavior expectations to children before engaging in outdoor activities, including rules about staying with the group, respecting nature, and following instructions from staff members are a few of the protocols that will be implemented. When the program goes to the pool for Zumba, lifeguard supervision will be on hand, and with a pool layout that includes varying depths of water, the program ensures that all children can safely enjoy swimming activities regardless of their skill level. This approach promotes inclusivity, encourages skill progression, and minimizes the risk of accidents or injuries in the pool. Recreational activities such as hiking in groups, fishing, or other group activities promote teamwork, cooperation, and camaraderie among peers while encouraging physical activity and healthy lifestyles.

Appropriate Structure - Parks Passport offers a structured schedule that provides a sense of security and predictability for children. Knowing what activities are planned for the day and when they will occur helps reduce anxiety and uncertainty, fostering a feeling of safety and comfort. Staff will provide clear guidelines and expectations for participants, such as behavior standards and rules for participation, a structured schedule helps children understand what is expected of them, promoting positive behavior and cooperation.

Scope of Services

Supportive Relationships - The program fosters supportive relationships between participants and staff members through mentorship and guidance. Staff members serve as positive role models, offering encouragement, empathy, and individualized support to each child.

Opportunities to Belong - Parks Passport creates a sense of belonging by promoting inclusivity and diversity. Children from all backgrounds are welcomed and valued, fostering a supportive and inclusive community where everyone feels accepted and appreciated.

Positive Social Norms - By promoting inclusivity and diversity, Parks Passport creates a supportive and inclusive community where all children feel accepted, valued, and empowered to thrive. This sense of belonging not only enhances the overall program experience but also fosters long-lasting friendships, resilience, and self-confidence among participants. Parks Passport offers a wide range of activities and experiences that cater to the diverse interests and preferences of participants. By providing opportunities for children to explore their passions, talents, and curiosities, the program ensures that everyone feels included and engaged in meaningful ways.

Support for Efficacy and Mattering - Parks Passport provides opportunities for children to contribute, succeed, and make a difference. By recognizing and celebrating their achievements, the program helps children develop a sense of efficacy and mattering, boosting their self-confidence and self-worth. Children will have the opportunity to share their feelings and experiences they had with each part of the program. To facilitate this process, the program will incorporate regular reflection sessions, group discussions, or individual check-ins where children are invited to share their thoughts, feelings, and experiences openly. Program staff will actively listen, validate children's emotions, and provide encouragement and support as needed.

Opportunities for Skill Building - The program offers a wide range of activities that provide opportunities for skill development. Whether it's learning new outdoor skills like fishing or honing physical fitness through aqua Zumba, children have the chance to build competence and confidence in various areas.

Integration of Family, School, and Community - Parks Passport integrates family, school, and community resources to support children's development holistically. By partnering with local schools, community centers, and social service agencies, the program connects children with valuable resources and support networks beyond the summer months.

The Parks Passport summer program is designed to foster holistic development and well-being among participants while also contributing to various aspects of their lives and the community:

Educational Connection and Achievement: The program integrates educational components into outdoor activities, such as nature hikes with lessons on ecology or fishing workshops with lessons on environmental stewardship. By making learning fun and engaging, Parks Passport helps children develop a greater appreciation for education and fosters a lifelong love of learning.

Physical Activity and Well-being: Parks Passport promotes physical activity and well-being through a variety of outdoor activities, including hiking, aqua Zumba, obstacle courses, and disc golf. Regular physical activity helps children maintain a healthy lifestyle, improve fitness levels, and reduce the risk of chronic diseases. Additionally, spending time outdoors has been shown to enhance mood and reduce stress levels, contributing to overall well-being.

Mental Health and Well-being: The program prioritizes mental health and well-being by providing a supportive and inclusive environment where children feel valued, supported, and empowered. Through outdoor exploration, social interaction, and positive reinforcement, Parks Passport helps children develop resilience, coping skills, and a positive outlook on life, promoting mental well-being and emotional resilience.

Employment: Parks Passport creates employment opportunities for local youth by hiring staff members and counselors from within the community. By providing meaningful employment opportunities, the

Scope of Services

program helps youth gain valuable skills, work experience, and financial independence, setting them on a path toward future success and self-sufficiency.

Community Cohesiveness: Parks Passport strengthens community cohesiveness by bringing together children from diverse backgrounds and fostering positive relationships among participants, staff members, and community partners. Through collaborative activities, volunteer opportunities, and community events, the program promotes a sense of belonging, unity, and mutual support within the community, fostering social connections and community pride.

Performance Measures

- Estimating 25-30 youth participants per week.
- Estimating participants complete each specific event from start to finish. Staff offer a variety of sports and activities but do not expect each child to be present at every event. Anticipate 25-30 participants per week, going off the previous year's statistics.
- 60-70% will have reported they have improved their ability to socialize/interact with peers/family/other members of the community.

Activities

- Mount Hope- Start with a story read by the youth coordinator from the Oneida Public Library. Then the kids will receive a fishing pole kit. A professional fisherman will teach the basics of fishing along with an explanation of how to use the fishing equipment. The instructor will also talk about Mount Hope Reservoir, and its history, along with informing the participants of what fish are in it. The kids are also invited to go on a hike.
- Duross Conservancy- Start with a story read by the youth coordinator from the Oneida Public Library. The kids will then receive a bug collection kit, and then use that kit while they walk through the park. Also will have arts & crafts.
- Allen Park- Start with a story read by the youth coordinator from the Oneida Public Library. Then the kids will get lessons and instructions from a local professional disc golf athlete. The participants will receive a mid-range disc with Parks and Recreation logo on it and be able to try it out during the event. The course is 9 baskets so the kids will have to walk the entire park.
- Lincoln Park- Start with a story read by the youth coordinator from the Oneida Public Library. The kids will be challenged in a bounce house obstacle course along with other outdoor activities that engage them in physical activity.
- Veteran's Memorial Park- Start with a story read by the youth coordinator from the Oneida Public Library. A local professional Aqua Zumba instructor will be hosting this event. After aqua Zumba, Red Cross certified lifeguards who are also swim lesson instructors will be teaching kids how to swim, with parents present for all water based activities. Will also have other activities such as arts & crafts for the participants as well.

Evaluation Tools

Basic Information: Collect demographic data such as age, gender, and any relevant background information.

Social Skills Assessment: series of questions/scenarios that assess different aspects of social skills:

- Ability to initiate and maintain conversations with peers
- Comfort level in group settings
- Confidence in making new friends
- Ability to resolve conflicts peacefully

Scope of Services

- Participation in group activities or team sports
 - Frequency of social interactions with family members and community members
2. Guardian/Parent Perspective: parents/guardians provide observations and insights on their child's social behavior/questions about:
- Changes in the child's social behavior over time
 - Specific instances where the child has demonstrated improvement or challenges in social situations
 - Parental involvement in facilitating social interactions and support provided

These tools will be offered weekly for the kids who come only once, as well as for kids who come more than once.

Monitoring

The responsibility for tracking and documenting participant progress in the Parks Passport summer program will primarily fall on the program coordinators and designated staff members. The process for tracking participant progress will involve ongoing monitoring of program activities, regular assessments of participant engagement and skill development, and documentation of observed changes and outcomes. We do not expect kids to come every single week, so we plan on having two types of monitoring tools; one for kids who participate once and one for kids who participate more than once.

Personnel/Volunteers

Our personnel consist of our Recreation Coordinator, a Recreation Specialist, and the Youth Services Coordinator from the Oneida Public Library. Staff will be providing basic training to volunteers who are from the Oneida High School National Honor Society. These volunteers will help with monitoring, documentation, as well as a visual of all participants involved in the program, reviewed by the National Honor Society screening application.

Budget Narrative

Consultants, Contracted Services

- Disc Golf Instructor = \$100
- Aqua Zumba Instructor = \$100
- Fishing Instructor = \$100
- Total = \$300

Maintenance and Operation

- Fishing Poles & Accessories- \$30 X 25 participants = \$750
- Bug Collection Kits- \$31 X 25 participants = \$775
- Obstacle Course Inflatable rental = \$600
- Disc Golf Discs- \$20 X 25 participants = \$500
- T-shirts- \$10 X 100 participants= \$1,000
- Consumables/Snacks/Ice Cream Cone give-away = \$200
- Total = \$3,825

Total requested= \$4,125

This program is free. We do not need a scholarship form. We projected 25-30 kids per week, 100 served total but budgeted for a minimal number of participants at 25. No staff is being paid with these funds. Only professional instructors are being paid with these funds. No other funding sources exist.

Scope of Services

Board of Directors, Agency Mission, Qualifications and Past Accomplishments

The Parks & Recreation Department and the Oneida Public Library's mission is to empower and support youth in our community by providing opportunities for growth, development, and success. Past accomplishments include successfully implementing various youth programs and initiatives that have positively impacted the target population, such as after-school programs, mentorship programs, and community events.

The agency's unique organizational strengths lie in its dedicated staff members who are experienced and passionate about serving youth. Additionally, the agency has strong fiscal management practices, ensuring efficient use of resources and sustainability. Administrative processes are streamlined and effective, allowing for smooth program implementation and oversight.

Furthermore, there are established and strong networking connections with local schools, community organizations, and social service agencies, enabling collaboration and resource sharing to better serve the target population. These collaborative efforts enhance the agency's ability to address the diverse needs of youth and achieve meaningful outcomes.

Overall, commitment to its mission, coupled with its organizational strengths in fiscal management, administrative efficiency, staffing expertise, networking, and collaborative efforts, uniquely qualifies the agency to deliver the services described and achieve the desired participant and program outcomes.

PROPOSAL PRICING PAGE

PROGRAM YEAR 2024 REQUEST FOR PROPOSALS
 OCFS YOUTH SPORTS AND EDUCATION OPPORTUNITY PROGRAM FUNDS, MADISON COUNTY YOUTH BUREAU

AGENCY NAME: City of Oneida Parks and Recreation Department PROGRAM TITLE: Parks Passport

PERSONAL SERVICES (Salaries and Wages)

Position Title	Rate	Salary Basis	No. of Positions	Total Program Budget	Funds Requested
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total Salaries and Wages:				\$	\$

FRINGE BENEFITS (Not to Exceed 25%)

Fringe Benefit Rate _____ % Total Fringe: \$ _____ \$ _____

1. TOTAL PERSONAL SERVICES: \$ _____ \$ _____

CONSULTANTS, CONTRACTED SERVICES

Type of Service	Rate	Payment Basis	No. of Positions	Total Program Budget	Funds Requested
Disc Golf Instructor	100.00	Check	1	\$ 100.00	\$ 100.00
Aqua Zumba Instructor	100.00	Check	1	\$ 100.00	\$ 100.00
Fishing Instructor	100.00	Check	1	\$ 100.00	\$ 100.00
2. TOTAL SERVICES:				\$ 300.00	\$ 300.00

MAINTENANCE AND OPERATION

	Total Program Budget	Funds Requested
Consumable Supplies	\$ 200.00	\$ 200.00
Maintenance/Equipment Repairs	\$	\$
Equipment Rentals	\$ 600.00	\$ 600.00
Equipment Purchases	\$ 3,025.00	\$ 3,025.00
Space Rentals (Indicate rate/basis/type)	\$	\$
Travel (Included mileage rate @ \$0. _____ per mile)	\$	\$
Insurance (List type in space at right)	\$	\$
Utilities and Telephones	\$	\$
Other Costs (List and justify in budget narrative)	\$	\$
3. TOTAL MAINTENANCE AND OPERATIONS:	\$	\$

GRAND TOTAL: \$ 4,125.00 \$ 4,125.00

**Oneida Parks & Recreation Department 2
17 Cedar Street, Oneida, New York 13421**

NYS OCFS Sports and Education Opportunity Infrastructure Funding (YSEFI) RFP 3-24

**Appendix B
Scope of Services**

Program Summary

The proposed baseball and softball equipment program aims to enhance youth baseball and softball fields on four fields in the City of Oneida, catering to age groups ranging from elementary school to high school (ages 6 – 17). The funding allocated will be utilized for the improvement of bases for the fields and an infield drag. These enhancements are intended to positively impact youth engagement in baseball and softball by providing safe, well-equipped environments conducive to skill development, recreation, and community engagement. Overall, the program seeks to foster youth development, promote active lifestyles, and strengthen community bonds through improved baseball and softball facilities accessible to young players across diverse locations.

Age Groups: The program targets youth within the age ranges of 6 – 17 years old with traditional introductory programming including some youth under 6.

Locations: Two City Parks (Veterans Memorial Playfield and Harmon Field) and four different fields; 1 full size baseball field and 3 softball fields.

Impact on Youth: The program's primary focus is to positively impact youth by providing them with high-quality facilities and equipment conducive to skill development, physical activity, and social interaction. Upgraded fields will offer safer playing surfaces, enhanced amenities, and well-maintained equipment.

Groups Utilizing the Fields: Various groups will benefit from the improved fields, including:
Little League baseball and softball leagues: These leagues provide structured programs for children and teenagers to learn and play sports competitively. (ages 6 – 13)

Oneida City School District teams:

Boys Modified Baseball	(ages 12 – 14)
Girls Modified Softball	(ages 12 – 14)
Girls Junior Varsity Softball	(ages 14 – 16)

American Legion Baseball:

Junior American Legion Team	(ages 13 – 16)
Senior American Legion Team	(ages 16 – 17)

City of Oneida Parks and Recreation Department programs:

Tee-Ball	(ages 6 – 7)
Youth baseball and softball clinics	(ages 6 – 17)

Need Statement

The City of Oneida Parks and Recreation Departments baseball and softball fields are facing challenges due to aging and inadequate equipment, particularly in the form of bases and infield maintenance tools. To address these challenges effectively and provide our young athletes with the best possible playing experience, we urgently require funding for new bases and an infield drag.

New Bases: The current bases on fields are worn out and in poor condition, posing safety risks to players and hindering their performance. Cracked and uneven bases not only increase the likelihood of injuries

Scope of Services

but also impede players' ability to run bases effectively and accurately. Moreover, the deteriorating bases detract from the overall aesthetics of the fields, diminishing the quality of play and dampening the players' enthusiasm.

- **Safety Concerns:** The safety of our young athletes is paramount. The deterioration of bases increases the risk of trips, falls, and collisions during games and practices, potentially leading to injuries that could have been prevented with proper equipment.
- **Performance Impact:** Well-maintained bases are essential for fair and accurate gameplay. Worn-out bases can cause misjudgments by players, affecting their confidence and skill development. By providing new bases, we aim to create a safer and more conducive environment for our youth to learn and excel in baseball and softball.

Infield Drag: Proper infield maintenance is crucial for ensuring consistent playing conditions and preserving the integrity of the playing surface. However, the current infield drag is outdated and ineffective, resulting in uneven and poorly maintained infields that impede gameplay and compromise players' safety.

- **Field Quality:** An infield drag is essential for smoothing out the playing surface, removing debris, and maintaining proper drainage. Without adequate maintenance, fields become susceptible to uneven surfaces, puddling, and excessive wear, which can affect the bounce of the ball and increase the risk of injuries.
- **Player Experience:** A well-maintained infield enhances the playing experience for youth athletes. By investing in a new infield drag, it ensures that fields meet the standards necessary for safe, enjoyable, and competitive gameplay. Additionally, improved field conditions contribute to the overall satisfaction and retention of players, coaches, and families within leagues.

In conclusion, the acquisition of new bases and an infield drag is imperative for addressing safety concerns, improving playing conditions, and enhancing the overall experience for youth baseball and softball players in our community. With proper equipment and maintenance tools in place, it can create an environment that fosters skill development, sportsmanship, and enjoyment for all participants.

Target Population

The target population for the baseball and softball program is designed to serve youth ages 6 to 17 years old who reside within the City of Oneida. The program aims to accommodate a diverse group of participants, including individuals of different genders, ethnicities, socioeconomic backgrounds, and abilities.

The fields serve approximately 200 youth per season, with an equal distribution between baseball and softball. The demographics of the target population reflect the diversity present within the local community, including representation from various racial and ethnic groups, income levels, and geographic locations.

Recruitment efforts for the program will focus on the youth boys and girls in the City of Oneida between the ages of 6 and 17 years old. Oneida is a predominantly white, non-Hispanic City that primarily speaks English.

Determining the eligibility of this population aligns with several factors described under eligible programs and intended populations:

Scope of Services

Community Need: The program addresses a recognized need within the community for organized sports and recreational activities for youth. This need has been identified through surveys, community meetings, and discussions with local stakeholders.

Accessibility and Inclusivity: Efforts are made to ensure the program is accessible to all youth in the community, regardless of socioeconomic status, race, or ability.

Partnerships and Collaborations: Collaborations with local schools, community organizations, and youth-serving agencies have been established to facilitate recruitment and outreach efforts, further ensuring the program reaches its intended population.

Feedback and Evaluation: Continuous feedback and evaluation from participants, parents, and community members help gauge the effectiveness of the program in meeting the needs of the target population. This feedback loop allows for adjustments and improvements to be made over time.

Overall, the target population for the baseball and softball program is determined based on a combination of community need, interest and demand, accessibility, partnerships, and ongoing evaluation to ensure alignment with factors described under eligible programs and intended populations.

Program Design

Groups Utilizing the Fields: Various groups will benefit from the improved fields, including:

Little League baseball and softball leagues: These leagues provide structured programs for children and teenagers to learn and play sports competitively. (ages 6 – 13)

Oneida City School District teams:

Boys Modified Baseball (ages 12 – 14)

Girls Modified Softball (ages 12 – 14)

Girls Junior Varsity Softball (ages 14 – 16)

American Legion Baseball:

Junior American Legion Team (ages 13 – 16)

Senior American Legion Team (ages 16 – 17)

City of Oneida Parks and Recreation Department programs:

Tee-Ball (ages 6 – 7)

Youth baseball and softball clinics (ages 6 – 17)

Performance Measures

How much: While the exact number of participants is unknown until each season is over, it is estimated that around 200 youth will benefit from the equipment.

How Well: estimate that 98% of the kids will finish the season.

Better Off: estimate that 90% of the kids will have improved their ability to socialize/interact with peers/family /other member of the community.

Activities

Children will play baseball, softball, and tee-ball games with the new bases. The new bases will provide a safer and more conducive environment for our youth to learn and excel in baseball and softball.

The new field drag will provide a smooth safe playing surface that will help prevent low spots in the field as we as improved field conditions contribute to the overall satisfaction and retention of players, coaches, and families within our leagues.

Scope of Services

Personnel

Luke Griff, Director of Parks and Recreation for the City of Oneida will oversee the expenditure of the funds.

Budget Narrative

Baseball Bases:

2 – sets of bases	\$1,390.00
1 – set of replacement tees	<u>\$375.00</u>
Total:	\$1,765.00

Softball Bases:

4 – sets of bases	\$3,580.00
3 – sets of replacement tees	<u>\$1,125.00</u>
Total:	\$4,705.00

Pitchers Plate:

4 – Pitchers plates	\$80.00
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Infield drag:

1 – Infield Drag	\$2,900.00
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Shipping, field materials and supplies: \$894.00

Total: \$10,344.00

Board of Directors, Agency Mission, Qualifications and Accomplishments

City of Oneida Parks & Recreation Department Mission Statement: The mission of the City of Oneida Parks & Recreation Department is to enhance the quality of life by providing safe, well-maintained parks and public places; preserving open space and historic resources; caring for people; strengthening the bonds of community; and creating opportunities for renewal, growth, and enrichment.

The City of Oneida Parks and Recreation Department will continue to stress the value of positive leisure experiences and continue to maintain liaisons with other public and private organizations that impact upon the education, health, safety, and leisure needs of residents. Oneida is a great place to live, work and play; and Oneida's Park system has over 140 acres of natural and developed parks for residents to enjoy. Whether it's walking or cross country skiing there are miles of trails to enjoy. Residents can, play tennis, basketball or enjoy organized programs & events throughout the City of Oneida.

PROPOSAL PRICING PAGE

PROGRAM YEAR 2024 REQUEST FOR PROPOSALS
 OCFS YOUTH SPORTS AND EDUCATION OPPORTUNITY INFRASTRUCTURE, MADISON COUNTY YOUTH BUREAU

AGENCY NAME: City of Oneida Parks and Recreation Department PROGRAM TITLE: Infrastructure

PERSONAL SERVICES (Salaries and Wages)

Position Title	Rate	Salary Basis	No. of Positions	Total Program Budget	Funds Requested
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total Salaries and Wages:				\$	\$

FRINGE BENEFITS (Not to Exceed 25%)

Fringe Benefit Rate _____ % Total Fringe: \$ _____ \$ _____

1. TOTAL PERSONAL SERVICES: \$ _____ \$ _____

CONSULTANTS, CONTRACTED SERVICES

Type of Service	Rate	Payment Basis	No. of Positions	Total Program Budget	Funds Requested
2. TOTAL SERVICES:					

MAINTENANCE AND OPERATION

	Total Program Budget	Funds Requested
Consumable Supplies	\$	\$
Maintenance/Equipment Repairs	\$	\$
Equipment Rentals	\$	\$
Equipment Purchases (Infrastructure)	\$ 10,344.00	\$ 10,344.00
Space Rentals (Indicate rate/basis/type)	\$	\$
Travel (Included mileage rate @ \$0. _____ per mile)	\$	\$
Insurance (List type in space at right)	\$	\$
Utilities and Telephones	\$	\$
Other Costs (List and justify in budget narrative)	\$	\$
3. TOTAL MAINTENANCE AND OPERATIONS:	\$	\$

GRAND TOTAL: \$ 10,344.00 \$ 10,344.00

APPENDIX C

CONFIDENTIALITY AND NON-DISCLOSURE

In connection with the Parks passport and infrastructure Agreement (the "Permitted Purpose"), City of Oneida Parks and Recreation Department, would acquire access to certain confidential information (the "Confidential Information") concerning Madison County clients.

IN CONSIDERATION OF, and as a condition of Madison County providing the Confidential Information to City of Oneida Parks and Recreation Department, the parties hereby agree as follows:

Confidential Information

1. "Confidential Information" shall mean all written and oral information and materials disclosed or provided by Madison County Department of Social Services/Youth Bureau under this Agreement, regardless of whether it was provided before or after the date of this Agreement or how it was provided to City of Oneida Parks and Recreation Department.

Confidential Obligations

2. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of Madison County and will only be used by City of Oneida Parks and Recreation Department, for the Permitted Purpose only. City of Oneida Parks and Recreation Department, will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to Madison County or any of its clients.
3. City of Oneida Parks and Recreation Department, may disclose any of the Confidential Information:
 - a. To such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 - i. City of Oneida Parks and Recreation Department, has informed such personnel of the confidential nature of the Confidential Information;
 - ii. Such personnel agree to be legally bound to the same burdens of confidentiality, non-use and non-disclosure as City of Oneida Parks and Recreation Department;
 - iii. City of Oneida Parks and Recreation Department, agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. City of Oneida Parks and Recreation Department, agrees to be responsible for and indemnify Madison County for any breach of this Agreement by its personnel;
 - b. To a third party where the Commissioner of Madison County Department of Social Services consented in writing to such disclosure; and
 - c. To the extent required by law or by the request or requirement of any judicial, administrative or other governmental body.

Ownership and Title

4. Nothing contained in this Agreement will grant to City of Oneida Parks and Recreation Department or create in City of Oneida Parks and Recreation Department, either expressly or impliedly, any right, title, interest or license in or to the property of Madison County.

Remedies

5. City of Oneida Parks and Recreation Department, agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to Madison County. Accordingly, City of Oneida Parks and Recreation Department, agrees that Madison County is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining any and all agents City of Oneida Parks and Recreation Department, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

6. City of Oneida Parks and Recreation Department, will keep track of all Confidential Information provided to it and the location of such information. Madison County may at any time request the return of all Confidential Information from City of Oneida Parks and Recreation Department. Upon the request of Madison County or upon the expiration or termination, as the case may be, of this Agreement, City of Oneida Parks and Recreation Department, will:
- Return all Confidential Information to Madison County and will not retain any copies of this information; and
 - Destroy or have destroyed all memoranda, notes, reports and other works based on or derived from City of Oneida Parks and Recreation Department, review of the Confidential Information.

City of Oneida Parks and Recreation Department, will provide a sworn certificate to Madison County that such materials have been destroyed or returned, as the case may be.

Notices

7. In the event the City of Oneida Parks and Recreation Department, is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, City of Oneida Parks and Recreation Department, will give to Madison County written notice of such request within seven (7) days of City of Oneida Parks and Recreation Department's, first notice of said requirement, so Madison County seek an appropriate remedy or alternatively to waive City of Oneida Parks and Recreation Department's, compliance with the provisions of this Agreement in regards to that request.
8. If City of Oneida Parks and Recreation Department, loses or makes unauthorized disclosure of any of the Confidential Information, City of Oneida Parks and Recreation Department, will immediately notify Madison County, or his designee, by phone and in writing and will immediately take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

9. The address for any notice to be delivered to any of the parties to this Agreement is as follows:
 - a. Madison County Department of Social Services, PO Box 637, Wampsville, New York 13163; and
 - b. City of Oneida Parks and Recreation Department, 217 Cedar St., Oneida, NY 13421 , .

Assignment

10. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

11. The duties and obligations as described in this Appendix may only be amended or modified by a written instrument executed by both the Commissioner of Madison County Department of Social Services and City of Oneida Parks and Recreation Department

Governing Law

12. This Agreement will be construed in accordance with and governed by the laws of the State of New York.

General Provisions

13. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.
14. City of Oneida Parks and Recreation Department , is liable for all costs, expenses and expenditures including, and without limitation, the complete legal cost incurred by Madison County in enforcing the provisions listed in this Appendix.
15. Madison County and City of Oneida Parks and Recreation Department , acknowledge that the terms herein are reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of these terms to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable, bearing in mind that it is City of Oneida Parks and Recreation Department 's, intention to give Madison County the broadest possible protection against disclosure of the confidential information.
16. No failure or delay by Madison County in exercising any power, right or privilege provided herein will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided herein.

A G R E E M E N T

THIS AGREEMENT, by and between the **MADISON COUNTY**, a municipality of the State of New York, Joseph J. Pinard, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, City of Oneida Parks and Recreation Department, with principal offices at 217 Cedar Street, Oneida, NY 13421, hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from May 1, 2024 through September 30, 2024. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time. However, both parties further agree that the obligations and duties with respect to any information obtained in relation to this Agreement, as required under Appendices B, "Madison County Business Associate Agreement" (if deemed necessary), and C, "CONFIDENTIALITY AND NON-DISCLOSURE", shall never terminate.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to the Commissioner of Madison County Social Services Department or his/her designee.
- 3) **COMPENSATION:** In consideration of the services to be performed by the Contractor, pursuant to this Agreement, Madison County agrees to pay and the Contractor agrees to accept fourteen thousand four hundred sixty nine dollars (\$14,469), in accordance with the budget contained in Appendix A & B, which is attached hereto.

Should the contract be terminated without cause prior to the end of term, the Contractor shall receive payment based upon the actual services provided to date of termination, in no event to exceed the total contract price. Madison County reserves the right to withhold up to ten percent (10%) of any payment otherwise due under this Agreement as security or the faithful completion of services under this Agreement. Said amount is to be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the Agreement and any attachments thereto, a final voucher, and certification by the Contractor that it has completed its obligations and duties under this Agreement.

Payment shall be made in accordance with established Madison County procedures, upon submission of a duly approved County claim form and a completed "Detailed Financial Report", together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification). The approved County claim form and the completed "Detailed Financial Report" must be submitted on a monthly basis and, in no event, shall these forms be submitted after the 20th of the following month in which the cost was paid.

The Contractor will provide the necessary information and cooperate fully to complete and assist the County in its application and State Aid reimbursement. That, if the New York State Office of Children & Family Services of any other appropriate State agency shall fail to approve the full State Aid to the County for any payment made by the County hereunder to Contractor, for any reason whatsoever, or if the Contractor shall fail to reimburse the County for any amounts not covered by State Aid under this or any prior agreement, then the County, in addition to any other remedies it may have, may demand and Contractor shall provide reimbursement, or the County may deduct and withhold any payments to be made by it, under this agreement or any subsequent agreement with regard to youth related services then in effect, an amount equal to the reimbursement not received, it being the intention hereunder that the County act only as a conduit of State Aid and not incur or be responsible independently for any unreimbursed expenditures.

4) **BUDGET REVISIONS**

a. The Contractor may make revisions to the budget contained in Appendix A up to the amount of ten percent (10%) of any direct cost category item without prior approval of Madison County except that any budget decisions that affect changes in the work or staffing plans as contained in Appendix A, or any other appendix attached hereto, shall require prior written approval of Madison County. The Contractor agrees to submit any and all revisions made pursuant to this to Madison County.

b. Budget revisions in excess of ten percent (10%) of any budget item or which affect changes in the work plan or staffing plan shall be submitted in writing to Commissioner of Madison County Social Services Department, or designated Deputy Commissioner, for approval accompanied by justification, therefore. Any submission under this section shall contain as an attachment, thereto, all prior budget revision submissions made to Madison County under this Section since the last approved revision under this section. The Commissioner of Madison County DSS, or designated Deputy Commissioner, shall notify the Contractor in writing, of Madison County's approval of such budget revisions, or shall, also in writing, notify the Contractor of disapproval or revisions necessary for approval.

5) **ADMINISTRATIVE/PROGRAM COSTS DEFINED**

An indirect rate of up to 15 percent of total direct costs may be charged with proper supporting documentation. If the agency has an approved indirect cost rate agreement with the federal government, it may use the agreement to document its indirect/overhead costs and must attach a copy of the federal agreement to the proposal. If the agency does not have a federally approved indirect cost rate, it must provide either a state agency

approved rate or a Certified Public Accountant (CPA) approved rate applicable to the period of the project. The approval letter, in either case, must state the base to which the rate is applied (personnel services, total direct costs, modified total direct costs, etc.), must be signed by either an official of the state agency or the CPA, and must be attached to the proposal. Any cost that is budgeted completely or partially as a direct cost may not be part of the budgeted indirect costs. Also, the indirect rate may not include any portion of costs that are assignable to other federal, state or provider agency programs. In such cases, a properly modified rate will be determined by the provider agency and approved by the responsible state agency. In the absence of either a federally approved or a state agency/CPA developed indirect cost rate, all indirect/overhead costs should be included in the appropriate direct cost categories.

Examples of administrative costs include:

- The salaries and benefits of staff performing administrative and coordination functions;
- Costs associated with the preparation of program plans, budgets, and schedules;
- Costs involved in the monitoring or tracking of programs and projects;
- Procurement activities;
- Services related to accounting, audits, management of property, payroll and personnel;
- Costs for the goods or services required for the delivery of the administrative functions listed above, such as the costs for supplies, equipment, travel, postage, utilities, rental and maintenance of office space.

Examples of program costs include:

- Salary and benefit costs for staff providing program services and direct costs associated with providing direct services, such as costs for supplies, equipment, travel, postage, utilities, rental and maintenance of office space;
- Work supports and case management, including the costs of contracts devoted entirely (including incidental administrative costs) to these activities;
- Costs associated with the purchase, repair and insuring of vehicles obtained during the program period.

FINANCIAL AND PROGRAM REPORTING

Not later than sixty (60) days following the end of the contract term, the Contractor shall have unaudited and financial statements of all funds received and expended for the respective contract term prepared in accordance with the County's format and submitted for review and approval.

Annual Report: The Contractor shall annually prepare and submit to the Department a comprehensive report. The report must include the following:

- Accounting of contract funds used for direct delivery of services to youth and families.
- A summary of the outcomes and result achieved in accordance with the purposes, goals and assurances as defined in Appendix A.
- Listing of all resources leveraged by the Contractor.

The annual report must be submitted no more than 60 days after the end of the contract term.

Upon request by the County, the Contractor shall provide other reports, surveys, or questionnaires as determined to be necessary to carry out its responsibilities in administering the program.

- 6) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Madison County, whose approval is in their discretion.
- 7) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.
- 8) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement.

This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

- 9) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 10) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate of Insurance Holder, who shall be Madison County, located at PO Box 635, Wampsville, NY 13163, a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.
- 11) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 12) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 13) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
- 14) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 15) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 16) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws, rules and regulations governing the provision of goods and services under this Agreement, including the rules and regulations of the County. Among such rules and regulations is the County's Corporate Compliance Plan (the "Plan) and Compliance Code of Conduct. The Plan and Compliance Code of Conduct can be viewed at the County's website: <https://www.madisoncounty.ny.gov/>. Alternatively, copies can be obtained by contacting the Corporate Compliance Officer at 315-366-2832 or christina.kennedy@madisoncounty.ny.gov. The Contractor agrees to abide by the terms of the Plan and Compliance Code of Conduct when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with copies of such or given access to same.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this Agreement, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 1) (Check if to be required)

Class A Contractor Compliance Requirements. "Class A Contractor" shall mean contractor, subcontractor, independent contractor or agent who, on behalf of the County (1) furnishes or otherwise authorizes the furnishing of Medicare and/or Medicaid health care items or services; or (2) performs billing or coding functions; or (3) provides administrative or consultative services, goods, or services that are significant and material, are directly related to a health care provision, and/or are included in, or are a necessary component of, providing items or services of Medicaid-funded programs; or (4) is involved in the monitoring of health care services provided by the County; or (5) is determined by Madison County to be affected by any of its compliance risk areas as identified in NYCRR § 521-1.3(d). Based on this definition and the Services to be provided under this Agreement, the County has classified the Contractor as a Class A Contractor. By entering into this Agreement, the Contractor agrees to:

- a) Distribute copies of Madison County's Corporate Compliance Plan, Compliance Code of Conduct and related policies, to all affected individuals employed by the Contractor;

- b) Require its employee(s) to complete required training related to Madison County's Corporate Compliance Program within thirty (30) days of the approval of this Agreement and annually thereafter, as applicable.
- c) Conduct exclusion list screenings of its employee(s), contractor(s) and subcontractor(s) every thirty (30) days; and
- d) Report any potential or actual conflicts of interest;
- e) Comply with all investigations and resolution of compliance issues; and
- f) Report any suspected compliance violation or concerns which can be done through the County's Compliance Hotline at 1-855-833-7283 (1-855-83-FRAUD), or directly to the Corporate Compliance Officer by phone: 315-366-2832, email: christina.kennedy@madisoncounty.ny.gov, mail/in-person: Veterans Memorial Building, 138 N Court St, Wampsville NY 13163.

In the event the Contractor fails to comply with the requirements of the County's Corporate Compliance Program as it relates to the risk areas potentially affected by the Contractor, the County reserves the right to immediately terminate this Agreement in accordance with Paragraph 1.

Furthermore, the County strongly encourages all healthcare providers contracting with the County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

17) **Exclusion Screening Statement:**

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, the Contractor certifies it and/or the entity which it represents, has not been sanctioned nor excluded by any of the aforementioned entities.

- 18) **NEW YORK STATE SEXUAL HARASSMENT LAWS:** By signing this agreement, each party and each person signing on behalf of each party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

- 19) **SECURITY BREACH NOTIFICATION:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the security, confidentiality, or integrity of County Data, Contractor shall, at its own expense, (1) immediately (within 24 hours) notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence and perform a root cause analysis thereon, (2) investigate such occurrence, (3) provide a remediation plan, acceptable to County, to address the occurrence and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County). County shall make the final decision on notifying County persons, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by the County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- 20) **INSURANCE:** The Contractor shall purchase and maintain insurance of the following types with coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. 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 \$2,000,000 Annual Aggregate.
 - a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - b) 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, XCU (explosion, collapse & underground coverage), personal & advertising injury and where applicable any work within 50 feet of a railroad. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**

- c) Madison County and all other parties required of the County for this project, 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 insured's. Coverage for these additional insured's shall include completed operations. If additional insured coverage cannot be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Madison County".
- d) The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Madison County and all other parties required of the County, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- Insurance is not required for the services to be provided.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the Commercial General Liability policy.
- 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 insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- d) Umbrella coverage of \$5,000,000 are required for construction – new build, re-build, re-model, and renovation projects.
- 4) Workers Compensation and Employers Liability
- 5) Disability Benefits

- 6) (**Optional** – check if to be required)
Contractors Pollution Liability – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project

- 7) (**Optional** – check if to be required)
Professional Liability - with a limit of \$1,000,000 per claim and \$3,000,000 aggregate.

- 8) (**Optional** – check if to be required)
Property Insurance/Installation Floater - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.

- 9) (**Optional** – check if to be required)
Cyber Liability Insurance with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor.

- 10) (**Optional** – check if to be required)
Bonding Requirement (insert specific Bonding requirement)

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

Waiver of Subrogation:

Contractor waives all rights against the County and the Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Certificates of Insurance:

Prior to the start of any work the contractor shall provide a certificate of insurance to Madison County, located at PO Box 635, Wampsville, NY 13163. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
Joseph J. Pinard
Chairman, Board of Supervisors

DATED: _____

By: _____
~~Lucas Griff~~ JOHN MONAGHAN
~~Recreation Director~~ ACTING CITY MANAGER

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **Joseph J. Pinard**, 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 the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____
Appointed in _____ County
My Commission Expires:

Notary

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.



Signed

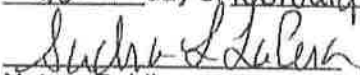
Director

Title

CITY of ONEIDA Parks & Recreation

Company Name

Sworn to before me this
23rd day of February, 2024



Notary Public

SANDRA L. LOPERA
Notary Public, State of New York
No. 01LA6035468
Qualified in Oneida County
Commission Expires Jan. 3, 2026

THIS PAGE **MUST** BE SIGNED AND RETURNED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL!