



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION OCTOBER 28, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2009-426 . . .	Internal Affairs, Ways & Means	2-5
2009-427 . . .	Public Works, Ways & Means	6-9
2009-428 . . .	Public Safety, Ways & Means	10-24.1
2009-429 . . .	Economic Development & Tourism, Ways & Means.....	25-28
2009-430 . . .	Public Safety, Ways & Means	29-43
2009-431 . . .	Public Works, Ways & Means	44
2009-432 . . .	Internal Affairs, Courts, Laws & Rules, Ways & Means.....	45-47

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

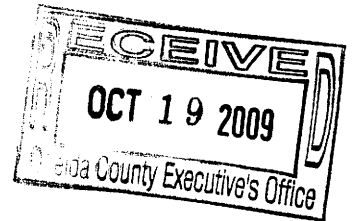
CLERK OF ONEIDA COUNTY

County Office Building • 800 Park Avenue • Utica, New York 13501

Phone: (315) 798-5790 • Fax: (315) 798-6440

October 19, 2009

JN 2009-426



INTERNAL AFFAIRS

WAYS & MEANS

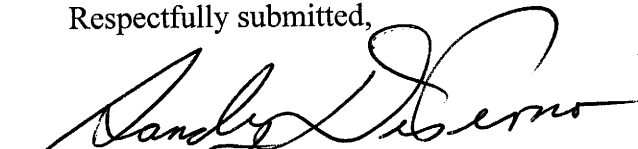
Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica NY 13501

RE: Local Government Records Management Improvement Fund (LGRMIF) Grant

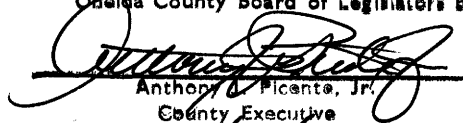
Dear County Executive Picente:

I am requesting consideration and approval by the Board of Legislators for an agreement between the County of Oneida and the New York State Education Department for the receipt of a LGRMIF Grant in the amount of \$37,800. A computer/software system was installed in the Oneida County Clerk's Office by Info Quick Solutions Inc. This system encompass a digital/image filing system. This system has aided the department in dealing with the increase in paperwork and has made it easier to access and store deeds and mortgages on the system. Data for the years 1974 through 1991 has been digitized, data from 1992 to the present has been both digitized and imaged. A grant to provide funding to image our deeds and mortgages for the years 1983 thru 1991 was requested and awarded in the 2008/2009 grant cycle. Unfortunately with the "sweeping" of grant funds and the last minute State Division of Budget cuts, the amount awarded was not enough to attain this goal in this grant period. Therefore, the Oneida County Clerk's Office requested funding to provide a continuation in the expansion of our existing system to allow 25 years of imaged records to be accessible to the public.

Respectfully submitted,


Sandra J. DePerno
Oneida County Clerk

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


Anthony J. Picente, Jr.
County Executive

Date 10/19/09

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 OCT 20 AM 8:10

2.

Page 2

Cc: Gerald Fiorini, Chairman of the Board
David Wood, Majority Leader
Michael Hennessy, Minority Leader
Michael Waterman, Chair Internal Affairs Committee
Thomas Keeler, Budget Director



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12230

The New York State Archives
Grants Administration Unit
9A81 Cultural Education Center
Albany, NY 12230

Tel. (518) 474 - 6926
Fax (518) 486 - 1647
E-mail: Archgrants@mail.nysed.gov

October 15, 2009

Project Number: 0580-10-1106

Sandra DePerno, Project Director
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Ms. DePerno:

After reviewing your proposal for a Local Government Records Management Improvement Fund (LGRMIF) grant, the New York State Archives, a unit of the NYS Education Department (SED) is pleased to inform you it has tentatively awarded your organization a grant in the amount of \$37,800. This was a highly competitive year for grants, with only \$5,579,929 in funding available. Please be aware that the Governor has proposed cuts to local assistance, including the LGRMIF, which may or may not affect the final amount of your grant award.

All grants, regardless of type or dollar amount, are subject to further review, monitoring, and audit to ensure compliance. SED has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

You will receive payment for this grant as follows:

1. 50% of the award, which you should receive in approximately four weeks. Note that the Archives no longer requires the submission of a Grant Acceptance Form to begin this process.
2. Up to 40% of the grant will be released when you submit form FS-25 *Request for Funds for a Federal or State Project* to SED's Grants Finance Unit. Please note applicants must submit these requests now based on anticipated expenditures for the next month only, as the State Education Department can no longer accept requests based on anticipated expenditures for the next quarter.
3. The remaining 10% will be released when the project is completed and the *Grant Project Final Report Form (FR-1)* and the *Final Expenditure Report (FS-10-F) Short Form* have been submitted to the Grants Administration Unit of the New York State Archives and approved by SED's Grants Finance Unit.
4. **You must complete all project work and expend all funds no later than June 30, 2010, as extensions are not allowed in this program.**

If you have any questions regarding this offer, you may contact the Grants Administration Unit at (518) 474-6926.

Sincerely,

Christine W. Ward
New York State Archivist and Chief Executive Officer of the Archives Partnership Trust

att:
cc: Kent Stuetz, RAO

**Local Government Records Management Improvement Fund (LGRMIF)
2009 – 2010**

Summary of Reviewers' Recommendations

Local Government: Oneida County

Project Number: 0580-10-1106

Summary:

The grant reviewers did not see any compelling reason to fund at the cost of the higher quote, which was \$10,000 more than the low quote, so they recommended funding this project at the cost of the lowest quote.



JOSEPH J. TIMPANO
Comptroller

SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5780 ♦ Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net

Memo

7N2009-427

Tony
To: Anthony J. Picante Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: October 22, 2009
Re: Bond Resolution

PUBLIC WORKS WAYS & MEANS

The Board of Legislators approved resolution # 339 on October 14, 2009 which increased the budget for capital project H441 - 300 West Dominick Street by \$600,000. This requires a corresponding amendatory bond resolution, which is attached.

Please forward to the Board of Legislators for their approval.

Thank you.

Cc: Susan Crabtree, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Daniel Ruzbasan, Auditor III

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 OCT 27 PM 2:08

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

Anthony J. Picante Jr.
Anthony J. Picante, Jr.
County Executive

Date 10/27/09



ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

October 20, 2009

Thomas E. Myers
(212) 506-5212 (Direct Dial)
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501

Re: County of Oneida, New York
Purchase of Real Property/Reconstruction– Amendatory Bond Resolution
Orrick File: 42439-2-26

Dear Joe:

Enclosed is a form for the amendatory bond resolution in connection with the above matter for adoption by the County Legislature on November 25.

As you know, this resolution must be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the County Legislature.

Also enclosed is the summary form of Legal Notice of estoppel for publication.

As soon as available, please furnish us with an **ORIGINALLY** certified copy of the enclosed amendatory bond resolution, as well as the Legal Notice of estoppel.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

/es

Enclosures

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

INTRODUCTORY
NO. _____

F.N. 2009-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

AMENDATORY BOND RESOLUTION DATED NOVEMBER 25, 2009.

A RESOLUTION AMENDING A BOND RESOLUTION ADOPTED ON JUNE 24, 2009 AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 300 WEST DOMINICK STREET IN ROME AND RECONSTRUCTION OF THE BUILDING LOCATED THEREAT, IN AND FOR THE COUNTY OF ONEIDA, NEW YORK.

WHEREAS, the County Legislature has previously adopted a bond resolution dated June 24, 2009 (Resolution No. 236) authorizing the issuance of \$3,000,000 bonds to finance the cost of the purchase of real property located at 300 West Dominick Street in Rome at a maximum estimated cost of \$1,100,000 and reconstruction of the building located thereat at a maximum estimated cost of \$1,900,000 for use by various County offices including the Department of Social Services, Health and Working Solutions, including preliminary plans, site improvement, original furnishings, equipment, machinery and apparatus and incidental improvements and expenses; and

WHEREAS, the maximum estimated cost and amount of bonds authorized to be issued needs to be increased by \$600,000 to pay the increased cost of the reconstruction portion of such project; NOW, THEREFORE, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The maximum estimated cost of such project is now revised to \$3,600,000 and the plan of finance therefor shall be by the issuance of the \$3,600,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 2. Section 1 of the June 24, 2009 bond resolution is amended to read as follows:

"Section 1. The purchase of real property located at 300 West Dominick Street in Rome at a maximum estimated cost of \$1,100,000 and reconstruction of the building located thereat at a maximum estimated cost of \$2,500,000 for use by various County offices including the Department of Social Services, Health and Working Solutions, including preliminary plans, site improvement, original furnishings, equipment, machinery and apparatus and incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$3,600,000."

Section 2. Section 2 of the June 24, 2009 bond resolution is amended to read as follows:

"Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$3,600,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law."

Section 3. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 4. This resolution takes effect immediately.



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

October 16, 2009

7N2009-428

Anthony Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Dear Tony,

The Sheriff's Office will be entering into agreement with Visual Computer Solutions, Inc. for licensing and support of a Police Scheduling System. The Board has already approved the Lease agreement for the system with Interstate Leasing. This system will be implemented agency wide and will be interfaced with the existing county payroll system. When fully functional this system will improve efficiency for staff scheduling, tracking of staff time and will reduce the man hours spent on preparing the payroll.

There is money available in the 2009 budget and has been built into the 2010 budget. I am requesting that this request be expedited through the Board of Legislators.

If you have any questions, please feel free to contact me.

Sincerely,

[Signature]
Daniel G. Middaugh
Sheriff

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ONEIDA COUNTY LEGISLATIVE
2009 OCT 26 AM 10:21

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

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 10/26/09

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

10



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

October 26, 2009

Anthony Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Tony,

The Sheriff's Office will be entering into agreement with Visual Computer Solutions, Inc. for licensing and support of a Police Scheduling System. The Board has already approved the Lease agreement for the system with Interstate Leasing. This system will be implemented agency wide and will be interfaced with the existing county payroll system. When fully functional this system will improve efficiency for staff scheduling, tracking of staff time and will reduce the staff hours spent on preparing the payroll.

There is money available in the 2009 budget and has been built into the 2010 budget. I am requesting that this request be expedited through the Board of Legislators by having it go to the Ways and Means Committee and to the full Board on November 12, 2009. It is time sensitive.

If you have any questions, please feel free to contact me.

Sincerely,

Daniel G. Middaugh
Sheriff

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

//

O.C. Department Staff Comments: This is the licensing agreement for the POSS system approved for leasing by the Board of Legislators on September 16, 2009.

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY	SERVICE PROVIDER
County of Oneida 800 Park Avenue Utica, New York 13501 acting through Oneida County Youth Bureau	Visual Computer Systems, Inc. 4400 US Highway 9 South Suite 3500 Freehold, New Jersey 07728
(Hereinafter referred to as the County)	(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT	COUNTY RESOLUTION NO.
From: 11/1/09 To: 10/31/2013	Adopted on

FINANCIAL TERMS OF AGREEMENT:		
Total Program	Approved	Matching Funds
Budget: \$111,050.00	Funds: \$111,050.00	None Required

GENERAL LIABILITY INSURANCE:
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Sheriff's Department and the Service Provider referred to above.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: _____
County Sheriff

Approved as to Form
Oneida County Attorney

**LICENSE AND SOFTWARE SUPPORT AGREEMENT
FOR POSS (Police Officer Scheduling System)**

**ONEIDA COUNTY, NY
And
VISUAL COMPUTER SOLUTIONS, INC.**



October 12, 2009

1 INTRODUCTION

License and Software Support agreement between Visual Computer Solutions Inc. (hereinafter "VCSI"), a corporation of the State of New Jersey, having its principal place of business at 4400 US Highway 9 South, Suite 3500, Freehold, NJ 07728 and Oneida County, NY 800 Park Avenue Utica, NY 13501 hereinafter referred to as "Licensee." The effective date of this Agreement will be the last date shown on the signature page. This agreement is for a term of four years commencing on that effective date.

WHEREAS, VCSI is in the business of providing and licensing the use of software systems, providing related technical support services, and providing the training and installation of software systems; and

WHEREAS, Licensee desires to retain VCSI with regard to these services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, terms and conditions as hereinafter set forth, the receipt of which is acknowledged by both parties, the parties agree as follows:

2 DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- 2.1 "Agreement" shall mean this Agreement between VCSI and Licensee and any Schedules annexed hereto.
- 2.2 "Documentation" shall mean the user manual(s) and any other materials supplied by VCSI for use with the Program or with any Release of the Program.
- 2.3 The term "Network" shall mean either a peer-to-peer or client/server environment.
- 2.4 "Program" shall refer to the proprietary standard computer software system owned by VCSI known as POSS (Police Officer Scheduling Program), and any enhancements, add-ons, or modules.
- 2.5 "Product" shall refer to Program(s) and Documentation.
- 2.6 The term "Software Support" shall mean support and maintenance services provided for by the Annual Support & Upgrade Plan (ASUP) for Programs provided for in this Agreement.
- 2.7 The term "Software Support Fee" shall mean the applicable annual fee due for Software Support as specified in this Agreement.
- 2.8 The term "Standalone" shall mean a single computer system, not capable of communication with another computer system.
- 2.9 The term "Open Data Base Connectivity" shall mean the manner in which

third party software programs show access to the program data.

2.10 The term "Source Code" shall mean program instructions that must be translated by a compiler, interpreter, or assembler into object code before execution.

2.11 The term "Systems Acceptance" shall mean:

- The ability for officers to review schedule, submit for time off, have a supervisor approve the request and software properly post and adjust the schedule
- Ability for Supervisors to manage overtime lists and record hours worked
- Export of Payroll data that can be imported into the New World Systems Payroll system per the Timecard Import Interface File Specification

Systems Acceptance will occur no later than 60 days after software and export program have been delivered and trained in the use of unless issued are documented by Licensee.

3 GRANT OF LICENSE

3.1 VCSI hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Program subject to the terms and provisions of this Agreement.

3.2 VCSI hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Documentation subject to the terms and provisions of this Agreement.

3.3 VCSI hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Program on as many computer workstations for which licensing has been arranged.

3.4 VCSI hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Program on a Networked computer system.

3.5 Under no circumstance shall Licensee create or attempt to create or permit others to create or attempt to create or reproduce or duplicate the Product or any part thereof.

3.6 Paragraph 3.5 does not restrict copying of reports or data that are produced by the Program.

3.7 Licensee may not decompile, disassemble, or reverse engineer the Program.

- 3.8 Licensee may not transfer, resell, or grant any other rights of any kind to any individual copy of the Product to any party.
- 3.9 The Licensee is prohibited from providing access to the Compiled Program Application by any party; other than the Licensor, for the purpose of servicing, upgrading, maintaining, modifying, troubleshooting or repairing the Program. Licensee agrees that only Licensor is authorized to maintain and service the Program.
- 3.10 Licensee may however; access the data tables either directly or indirectly using Open Data Base Connectivity (ODBC) schemes.

4 LIMITATION TO A SPECIFIED HARDWARE OR SOFTWARE PLATFORM

- 4.1 Licensee shall be allowed to use the Product in a Standalone environment or in a Networked environment.
- 4.2 Licensee acknowledges that the Program requires certain third-party software to function, including Microsoft SQL Server. By entering this Agreement, Licensee certifies that Licensee has the required third-party software, has enough licensed copies of said third-party software to support the Program on all intended workstations, and that all required third-party software is properly loaded and operating.
- 4.3 Licensee acknowledges that additional hardware may be required to operate the Program.
- 4.4 Licensee acknowledges that the minimum hardware requirements listed below are met to insure proper resource allocation to run POSS.

Server

Pentium IV 2.8 or greater
At least 1GB of memory
Windows 2000 Server or Windows 2003 Server operating system

WorkStation

Pentium IV 2.8 or greater
512MB of memory
25 MB of free disk space
Windows 2000, XP or Vista

Processor

1 ghz (or better) Pentium 3 or 4 Processor

Disk Space

1 GB free hard disk space

System Requirement for POSSWEB (POSS' Internet Portal)

- Server must include IIS (Microsoft Internet Information Services).
- ASP.NET version 1.1

If POSS WEB is to be used on the internal Intranet, then the same SQL Server which is installed will suffice. If it's going to be used over the Internet, we strongly recommend using a separate server.

See your security administrator or Information Technology technician before putting POSS WEB on the Internet. It is the Licensee's responsibility to ensure system security and to make sure the proper firewalls are in place. VCSI claims no responsibility for system security.

5 LICENSING FEES

- 5.1 Licensee hereby acknowledges that the Licensing Fee for the POSS Enterprise Edition and Modules below, in its current version, is **\$58,650**, which entitles Licensee to use the Program for scheduling and time reporting for up to 500 employees (sworn and civilian).

POSS enterprise edition Scheduling System (Unlimited Workstations)
 Personnel Audio Response System (PARS)
 POSS Web Internet Portal
 Timesheets
 Training Certification

The above includes the cost of VCSI creating an export that meets the requirements of the New World Systems Payroll Interface File Specification.

- 5.2 If Licensee's scheduling requirements shall at any time exceed 500 officers/employees, an upgrade to the Program which is not covered under the Software Support Package will be made available to Licensee by VCSI at an additional cost. The cost of the upgrade will be contingent upon the number of additional employees Licensee wishes to add.

6 FEES and PAYMENT TERMS

- 6.1 Prior to the software shipment, Licensee will instruct Interstate Leasing with whom Licensee has an agreement for this project, to issue a PO to VCSI for a total of **\$69,650**. This amount includes the software license fees stated in 5.1 and on-site training and implementation support in 6.3.

6.2 Licensee agrees to instruct Interstate Leasing to pay VCSI as follows:

Down Payment (Upon Agreement Execution)	\$29,325
Installation (Upon Installation of Software)	\$14,662
Systems Acceptance (Upon Systems Acceptance)	\$14,663
On-site Training and Implementation Support	<u>\$11,000</u>
Total:	\$69,650

6.3 VCSI will provide on-site installation and data input training at a cost of **\$4,000** including travel expenses. In addition, VCSI will provide (5) five days of on-site training and implementation support at a cost of **\$7,000** including travel expenses. Training will occur at a time mutually agreeable to VCSI and Licensee. Training facilities and equipment are the responsibility of the Licensee; however, VCSI is responsible for insuring that the Program is working and properly configured prior to providing the on-site training. Training will be invoiced by VCSI as it is provided and will be paid to VCSI by Interstate Leasing.

6.4 Licensee acknowledges that any software customizations requested by Licensee, in addition to POSS which is sold "as is," is not covered under the Software Fee. Additional customizations must first be presented to VCSI in writing. An estimate for the requested customizations will be provided and agreed upon before any work is started.

6.5 Invoices are due within 30 days of receipt.

7 ACKNOWLEDGEMENT OF VCSI's OWNERSHIP RIGHTS

7.1 Licensee acknowledges that it obtains no ownership rights in the Product under the terms of this Agreement. All rights to the Product including but not limited to confidential information, trade secrets, trademarks, service marks, patents, and copyrights are, shall be and will remain the property of VCSI. All copies of the Product delivered to Licensee remain the property of VCSI.

7.2 The source code for the Program shall be held in escrow by VCSI at its sole cost and expense, for the duration of the Agreement for the benefit of and to protect Licensee in the event that VCSI no longer remains a solvent enterprise. At which time, the source-code shall be provided to Licensee to be held for internal programming solutions and maintenance needs only. Such needs may be either internally administered or externally subcontracted by Licensee. However, in recognizing the

intellectual ownership of the original code, at no time will Licensee provide the source code to any third party for monetary remuneration that would otherwise violate the original ownership rights for Program.

8 WARRANTY AND DISCLAIMER; INFRINGEMENT

- 8.1 VCSI warrants that the Program will perform as specified in its user manuals based on the then-current release of the Program.
- 8.2 VCSI warrants that it possesses the necessary intellectual rights to license to Client the Program provided in this Agreement.
- 8.3 EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, VCSI DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM AND THE ACCOMPANYING WRITTEN MATERIALS.
- 8.4 Except for warranties and for damages against which VCSI has agreed to indemnify Licensee in this Agreement including, without limitation, Licensee's exclusive remedy against VCSI for breach of this Agreement shall be, at VCSI's choice, (a) Correction of any error or defect in the Program as to which Licensee has given notice (b) Replacement of the affected Program.
- 8.5 Non-Infringement Warranty and Indemnification. VCSI warrants that it has good title to the Product and the right to license its use to Licensee free of any proprietary rights of any other party or any other encumbrance whatsoever. VCSI shall indemnify, hold harmless, and defend Licensee from any liability for damage, costs, or other loss incurred by Licensee in connection with any claim that the Product or Licensee's use thereof under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of another party; provided, however, that Licensee has given VCSI prompt written notification of any such claim and VCSI shall not admit liability on behalf of the Licensee. Should the Product become the subject of a claim or infringement of a trade secret, trademark, copyright or patent, VCSI may, at its option and expense either (1) procure for the Licensee the right to continue to use the Product as contemplated in the Agreement, or (2) replace or modify the Product and/or modify its use to make its use under this Agreement non-infringing. VCSI agrees that Licensee's remedy hereunder shall not be limited to this corrective action. This subsection shall survive termination or expiration of this Agreement.

9 INSURANCE AND INDEMNIFICATION

- 9.1 Throughout the life of this Agreement, VCSI shall pay for and maintain in 

full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) authorized to do business in the State of New York and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by Licensee's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall include broad form personal liability and advertising liability, contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.

(iii) WORKERS' COMPENSATION insurance as required under the New York State Statute.

(iv) PROFESSIONAL LIABILITY insurance of not less than \$1,000,000 each claim.

- 9.2 The above described policies of insurance shall be automatically renewed prior to expiration date during the course of this Agreement. VCSI maintains copies of said insurance coverage at the Freehold, NJ Headquarters and will be supplied to Licensee within ten (10) days of written notice, if such a request is made.
- 9.3 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Licensee, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so VCSI's insurance shall be primary and no contribution shall be required of Licensee. VCSI shall furnish Licensee with the certificate(s) and applicable endorsements for ALL required insurance prior to Licensee's execution of the Agreement. VCSI shall furnish Licensee with copies of the actual policies upon the request of Licensee's Risk Manager at any time during the life of the Agreement or any extension.
- 9.4 VCSI shall indemnify, hold harmless and defend Licensee and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Licensee, VCSI or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. VCSI's obligations under the preceding sentence shall apply regardless of whether Licensee or any of its officers, officials, employees,

agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of Licensee or any of its officers, officials, employees, agents or volunteers.

10 ANNUAL SUPPORT & UPGRADE PLAN (ASUP) (Referred to herein as Software Support)

- 10.1 Software Support for the Program shall consist of package upgrades, Program bug fixes, e-mail support, web support, and telephone support. Training and custom programming are not covered under Software Support, but will be made available by VCSI at additional cost.
- 10.2 Bug Fixes will be addressed within the scope of the delivered Product and within the scope of the extended warranty period of 1 year. After which, the Licensee agrees the proposed Software Support is required to cover downstream issues in the Program's functionality.
- 10.3 Software Support is provided at no charge for the first year. The Software Support Fee will be **\$13,800**, for the second year. The Software Support Fee is based on 20% of the market price of the Product in its current version. The Software Support Fee will be calculated at a rate of 20% of the current market price of the Product or at an increase of 4% over the previous year's fee, whichever is lower. VCSI will advise Licensee of the Software Support Fee for each successive renewal year at least sixty (60) days before the expiration of the preceding Software Support one year period.
- 10.4 Software Support will be invoiced for a period of one (1) year. VCSI will not generate Software Support for periods of less than one (1) year.
- 10.5 Software Support term shall commence upon the Effective Date of this Agreement and continue for a one year period. Each year thereafter, Software Support may be renewed by the Licensee for another one-year period as set forth below.
- 10.6 VCSI will send an invoice to Licensee at least sixty (60) days prior to the expiration of Licensee's Software Support. Payment for renewed Software Support must be received by VCSI before the expiration of the previous Software Support term to renew Software Support.
- 10.7 Licensee may terminate Software Support with or without cause and at anytime upon thirty (30) days written notice to VCSI.
- 10.8 VCSI shall not be required to refund pro rata any Software Support Fee for early termination, except when Licensee terminates with cause because VCSI fails to comply with any terms or conditions of the Agreement.

- 10.9 If Software Support has been terminated or has lapsed, Licensee may reinstate, with written acceptance by VCSI, its subscription to Software Support upon payment of (1) the annual Software Support Fee in effect at the time, plus (2) a reinstatement fee that is to be determined by VCSI based on the length of the lapse, the retail price of the Product, and any special work required to reinstate the Licensee's Product.
- 10.10 Licensee agrees and acknowledges that only VCSI is authorized to service or maintain the Program. If Software Support is discontinued by the Licensee or otherwise allowed to lapse, Licensee is permitted to continue to use the Program as limited by the use license specified under this Agreement. However, Licensee recognizes that in the event Software Support is discontinued, no other person or entity other than VCSI is permitted to service or maintain the Program and that the Program will effectively be unsupported.

11 TERM AND TERMINATION

- 11.1 The term of this Agreement shall commence upon the Effective Date and continue for a period of one year. The Licensee, at its sole option, may renew this Agreement for consecutive one-year terms upon either payment of the Software Support Fee as contained above or at least ten (10) days written notice to VCSI prior to the end of the preceding term.
- 11.2 Upon termination of this Agreement for any reason whatsoever, Licensee's license to use the Program shall terminate, and Licensee shall immediately turn over to VCSI all copies of the Program, Documentation, and any other Confidential Information relating to the Program and Documentation, and shall remove and erase completely any copies of the Program installed or recorded on any hard disk or other storage medium. Licensee shall promptly certify to VCSI, in writing, that Licensee has complied with these requirements.
- 11.3 Notwithstanding the above, this Agreement shall terminate upon thirty (30) days written notice by VCSI to Licensee in the event Licensee fails to comply with any term or condition of this Agreement.
- 11.4 Upon termination of this Agreement, Licensee shall pay to VCSI all fees due through the effective date of such termination based on specific delivered services and milestones as specified in this Agreement. Unless otherwise specified herein or otherwise agreed in writing, all fees collected or accrued prior to the date of termination shall be retained by VCSI without any pro rata refund to Licensee.
- 11.5 The termination of this Agreement shall not extinguish any rights or obligation of the parties under this Agreement or applicable law, including without limitation, rights and obligations relating to the protection of Confidential Information.

23.

12 GENERAL PROVISIONS

- 12.1 The Licensee will warrant that it has obtained lawful permission to use all hardware and other software required in order for the Program to be used on Licensee's computer system.
- 12.2 Duly Authorized. Licensee warrants that the signature executed on this Agreement is by a duly authorized employee, agent, or officer that is binding upon Licensee. VCSI warrants the signature executed on this Agreement is by a duly authorized employee, agent, or officer that is binding upon VCSI.
- 12.3 Modification. This Agreement may not be modified or amended except by a separate written agreement signed by an authorized representative of VCSI and an authorized representative of the Licensee. .
- 12.4 Waiver. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.
- 12.5 Entire Agreement. This Agreement constitutes the sole and entire agreement of the promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement.
- 12.6 Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 12.7 Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Venue for the purpose of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be New York State.
- 12.8 Notice. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage paid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by the United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

12.9 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision, or part thereof, shall not affect the validity or invalidity of any other provision.

13 FURTHER TERMS AND CONDITIONS.

13.1 All prices contained herein are subject to applicable state and local sales tax.

13.2 VCSI will only ship/deliver Product after receipt of a duly executed Agreement.

ANTHONY J. PICENTE, Jr., *County Executive*
JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710
FAX (315) 798-5852
planning@ocgov.net

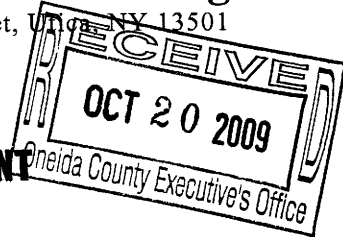


Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

October 16, 2009

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

7N2009-429
**ECONOMIC DEVELOPMENT
& TOURISM**



WAYS & MEANS

Re: Submission of the FFY 2009 FTA Section 5307
Operating Assistance Grant Application - Authorizing
Resolution

Dear County Executive Picente:

The Federal Transit Act provides funds for the payment of up to 50 percent of the operating deficits for public transportation systems providing scheduled mass transit services in the urbanized areas of the country. The same law allows the use of FTA funds for up to 80 percent of the cost of the preventative maintenance and capital purchases to be subsidized. These funds are distributed on an annual basis through the Section 5307 Urbanized Areas Formula. Oneida County is the designated recipient of federal funds appropriated and approved by the Federal Transit Administration (FTA). The Oneida County Board of Legislators Resolution No. 55 from 02/28/2007, approved continuation of Oneida County as the sponsor of FTA grant applications.

The Federal Fiscal Year 2009 Federal Budget allocated \$2,102,555 Section 5307 funds for public transportation operators in the Utica Urbanized Area. Based on the local allocation formula, Oneida County will apply for \$459,711 on behalf of Birnie Bus Tours. These funds will be used for funding the line haul services between Little Falls and Syracuse provided by Birnie Bus Tours Inc and grant administration provided by Oneida County Planning Department. The State and local share will meet deficit expenses not covered by the Federal funding. There are no Oneida County funds involved in the Section 5307 subsidy program, as the public transit operator will provide the local share. The CENTRO of Oneida will file the application to the FTA for remaining balance of available funds.

This project is included in 2008-12 Transportation Improvement Program approved and amended by the Governmental Policy and Liaison Committee.

The Planning Department is preparing the Section 5307 Urbanized Areas Formula Grant application for Birnie Bus Tours, Inc. A draft of the application will be placed in the

A handwritten signature in dark ink, appearing to be the initials "J.P." or similar, located in the bottom right corner of the page.

Transportation Electronic Award and Management (TEAM) system for FTA review and approval. When the application is approved, funds will be distributed to Birnie Bus Tours Inc to cover up to 50% of the net operating deficit incurred in 2008 and for Oneida County Planning Department grant administration expenses.

I request that you recommend to the Board of County Legislators for its consideration and approval the attached resolution authorizing you, as the Oneida County Executive, to file the Federal Fiscal Year 2009 FTA Operating Assistance Grant application.

I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner

Attch.

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

Date _____

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 10/26/09

RECEIVED
ONEIDA COUNTY LEGISLATURE

2009 OCT 26 AM 10:34

26.

**INTRODUCTORY
NO.**

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2nd BY:

RE: RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION FUNDS FOR FEDERAL FISCAL YEAR 2009

WHEREAS, Oneida County Executive has forwarded a request of the Planning Department for grants under the transit portion of the Safe, Accountable, Flexible, Efficient Transportation Equity Act; Legacy for Users (SAFETEA-LU) to aid in the financing of capital expenses and/or operating deficits for the Birnie Bus Tours, Inc., and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

WHEREAS, the public transit operator will provide the required local share in accord with an agreement with the County of Oneida, who is applying for the Federal funds, and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Board of Legislators:

1. That the Oneida County Executive, is hereby authorized to execute and file an application for Federal assistance on behalf of Oneida County with the Federal Transit Administration to aid in the financing of capital and/or operating assistance projects pursuant to 49 U.S.C. Chapter 53, Title 07 United States Codes, or other Federal statutes authorizing a project administered by the Federal Transit Administration, and
2. That the County Executive is authorized to execute and file with such application, the annual certification and assurances or any other document required by the Federal Transit Administration before awarding a Federal assistance grant or cooperative agreement, and

3. That the Oneida County Executive is authorized to execute the grant agreements with the Federal Transit Administration and New York State Department of Transportation, and the cooperative agreements insuring that transportation service provider will provide services and the required local matching funds, and
4. That the Oneida County Commissioner of Planning is authorized to furnish such additional information as the Federal Transit Administration may require in connection with the application, and
5. That the Oneida County Executive be, and hereby is, authorized to delegate authority to the Oneida County Planning Department for execution of Federal Transit Administration agreement through Transportation Electronic Award and Management System (TEAM) for aid in the financing of the capital and /or operating assistance projects.

APPROVED: Economic Development & Tourism Committee ()
Ways & Means Committee)

Adopted by the following vote:

AYES ___ NAYS ___

Anthony Picente, Jr.
County Executive



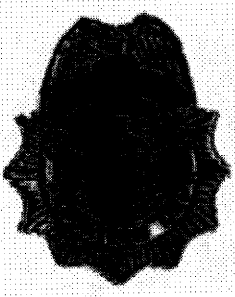
David Tomidy
Director

Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Thomas J. Marcoline
Deputy Director

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Patrick Cady
David J. Radell
Patrick Trophia
Paula Mrzlikar



JN2009-430

Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Ave.
Utica, New York 13501

10/26/09

**PUBLIC SAFETY
WAYS & MEANS**

Re: Rockefeller Drug Reform Act (RDLR) Stimulus funding

Dear Mr. Picente:

Enclosed please find three copies of a contract with the New York State Division of Probation and Correctional Services. This contract needs Board approval.

It is for the first year of a renewable two year grant , \$112,000 each year, which covers 100% of the cost of two Probation Officers and all their related costs including fringe benefits drug testing supplies, travel and (2) electronic monitoring units. These officers will provide enhanced supervision of felony drug cases. The grant is designed to assist counties that are in danger of having to lay off personnel and/or need to hire additional staff to comply with the new law drug law. The goal of the new (RDLR) law is to reduce recidivism and enhance public safety.

Therefore, this matter needs to be expedited before the Ways and Means Committee and full Board of Legislature at their November 12th meeting.

Thank you for your continued support of our department. If you have any questions pertaining to this request please contact me.

Sincerely,

Thomas J. Marcoline Sr. MA (PA)
Deputy Director

David Tomidy
Director

TJM

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

Anthony J. Picente, Jr.
County Executive

Date: 10/27/09

<u>STATE AGENCY</u> NYS Division of Probation and Correctional Alternatives 80 Wolf Road Albany, NY 12205	<u>NYS COMPTROLLER'S NUMBER:</u> C523139 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01200 - NYS Division of Probation and Correctional Alternatives
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> DPCA Rockefeller Drug Law Stimulus Funding <u>DPCA NUMBERS:</u> RL09523139
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000	<u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2009 TO 09/30/2010 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$112,000.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 1 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px 0;"></div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px 0;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contacts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input checked="" type="checkbox"/> Other (Identify) Appendix E - American Recovery & Reinvestment Act Terms & Conditions New York State Agreement
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS NYS Division of Probation and Correctional Alternatives BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: <u>10/21/09</u> <div style="text-align: right;"> Approved As To Form ONEIDA COUNTY ATTORNEY By: <u>Thyrmund B...</u> </div>	
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.

Grantee Name

RL09-1019-D00

Oneida County

10/07/2009

DIVISION OF PROBATION AND CORRECTIONAL ALTERNATIVES (DPCA)

Agency-specific Clauses

APPENDIX A1

The parties to the attached AGREEMENT further agree to be bound by the following which are hereby made part of said AGREEMENT:

A. PROGRAM SERVICES

1. The CONTRACTOR is responsible for the administration of enumerated PROGRAM requirements enumerated in this AGREEMENT. The CONTRACTOR regularly monitors performance of all PROGRAM operations through securing programmatic reports and data, auditing claims filed, and ensuring contractual terms and conditions are met. Regular on-site visits of programmatic operations where applicable are conducted by the CONTRACTOR to assess programmatic operations and review and verify documentation of service delivery and claims.

2. The CONTRACTOR and the STATE agree to abide by Appendix A, Standard Clauses as required by the Attorney General for all state contracts, Appendix A1 Agency-specific Clauses, Appendix B Budget, Appendix C Payment and Reporting Schedule, Appendix D Program Workplan, and Appendix E American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions. The parties acknowledge and agree that the CONTRACTOR shall submit, as part of the annual PROGRAM plan update, proposed Appendices B and D and that submission to and approval by the STATE are condition precedents to receive future PROGRAM payment by the STATE.

3. The CONTRACTOR shall develop, maintain, and update, as needed, policies and procedures on their respective PROGRAM services and the CONTRACTOR shall provide the STATE copies of such material, upon request.

4. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.

5. The CONTRACTOR shall take steps to ensure that the criminal justice community is informed as to PROGRAM services. This information may be disseminated through the establishment of a PROGRAM task force, forums, circulars or any other means which formally accomplish the goal of informing the criminal justice community of this PROGRAM. The CONTRACTOR shall work collaboratively with other agencies involved with the treatment and management of RDLR cases, including participation in the Drug Court, where applicable. The CONTRACTOR shall undertake special efforts with other agencies involved in treatment, disposition and management of RDLR cases to avoid duplication of case management services.

6. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT. Completed case monitoring forms shall be submitted to the STATE for terminated clients/participants within thirty calendar days after termination.

B. ACCOUNTING AND AUDITING

1. Administration of STATE funds of this PROGRAM shall be kept separate and distinct from other PROGRAM resources utilized for the purposes of providing the specified PROGRAM services.

2. Where the STATE deems it necessary, the CONTRACTOR shall establish a separate banking account for the PROGRAM.

3. Where the CONTRACTOR is not a governmental entity, the CONTRACTOR has certified and provided documentation describing and supporting its vendor responsibility determination and understands its obligation to formally communicate to the STATE any change in their vendor responsibility disclosure. Documentation shall include a copy of the most recent annual financial audit of the CONTRACTOR.

4. The CONTRACTOR shall maintain internal controls and complete, current and accurate books, records, documents,

accounts and other evidence, as required, directly pertinent to performance under the AGREEMENT for a period of six (6) years following the termination of said AGREEMENT and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the STATE or other state agencies involved in the AGREEMENT, shall have access to such records during the contractual term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying.

The CONTRACTOR agrees to allow appropriate New York State agencies, or its representatives when specifically directed by the STATE, to take possession of all books, records, and documents relating to this PROGRAM without notice provided, however, that the STATE will return to the CONTRACTOR all such books, records, and documents upon completion of the agency's official purpose. The CONTRACTOR will accept responsibility for compensating the STATE for any exceptions which are revealed on an audit.

C. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER (S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.
6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.
7. There shall be reconciliation based upon the services provided by the CONTRACTOR and the payments made by the STATE upon termination of the AGREEMENT. The CONTRACTOR shall refund to the STATE any overpayments made pursuant to the AGREEMENT within ninety calendar days unless written approval is obtained by the STATE. The CONTRACTOR agrees that upon termination of this AGREEMENT, it will not incur and the STATE will not pay any further obligations beyond the termination date.

D. PROPERTY

1. Title to individual equipment costing in excess of \$5,000.00 and purchased with STATE funds provided by the STATE under this AGREEMENT or any amendment thereto shall vest in the CONTRACTOR subject to divestment and return to the STATE upon the completion or termination of this AGREEMENT. The STATE shall provide the CONTRACTOR with disposition instructions for equipment upon such completion or termination. All equipment purchased with STATE funds provided by the STATE shall receive a unique inventory number which will identify the equipment.
2. Any individual equipment costing in excess of \$5,000.00 and purchased with funds provided by the STATE shall be reported by the CONTRACTOR utilizing a form furnished by the STATE.

E. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899-aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

F. MISCELLANEOUS

1. Neither party shall be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of disastrous acts of nature including any earthquake or floods, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

2. Disputes involving the breach or alleged breach of the AGREEMENT may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

3. If any term or provision of the AGREEMENT shall be found to be illegal or unenforceable, then, notwithstanding, the AGREEMENT shall remain in full force and effect and such term or provision shall be deemed stricken from the AGREEMENT.

4. Any change in the amount of consideration to be paid, or change in the term, or change in the scope of the AGREEMENT, is subject to the approval of the Office of the State Comptroller. Any change, modification, deletion or waiver of any other provision of the AGREEMENT must be agreed to in writing by the STATE and the CONTRACTOR and shall take effect as specified in writing by the STATE. The STATE may choose to modify the AGREEMENT, instead of proceeding with termination, if it determines that the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

5. The failure of the STATE to insist upon strict adherence to any provision, fiscal obligations, tasks reporting or other requirement of this AGREEMENT, shall not be considered a waiver to deprive the STATE of the right to insist upon strict adherence to the AGREEMENT in the future.

6. This AGREEMENT contains all the terms and conditions agreed upon by the CONTRACTOR and the STATE and no other AGREEMENT, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the CONTRACTOR or the STATE or to vary any of the terms or conditions contained herein.

7. The CONTRACTOR and specifically its signatory assure and certify that it possesses legal authority to enter into this AGREEMENT.

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.

Grantee Name

RL09-1019-D00

Oneida County

10/07/2009

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Officers	2	\$34,067.00	\$68,134.00	\$68,134.00	\$0.00
Total				\$68,134.00	\$68,134.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits	1	\$33,224.81	\$33,224.81	\$33,224.81	\$0.00
Total				\$33,224.81	\$33,224.81	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Electronic Monitoring Equip (2) unit @ \$1.97p/day = 1438	1	\$1,438.00	\$1,438.00	\$1,438.00	\$0.00
2	Alcohol/Drug Testing Equip	1	\$902.00	\$902.00	\$902.00	\$0.00
Total				\$2,340.00	\$2,340.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies (Central Stores & Outside Vendors) for Copy Paper, Ledger sheets, diskettes/zip drives and ribbons	1	\$1,501.19	\$1,501.19	\$1,501.19	\$0.00
Total				\$1,501.19	\$1,501.19	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel @ \$.55p/mile for homevisits and surveillance	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
Total				\$5,000.00	\$5,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mandated DPCA Training - Fundamentals, Peace Officer & Firearms	1	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00
Total				\$1,800.00	\$1,800.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$112,000.00	\$112,000.00	\$0.00

Oneida County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$112,000.00	\$112,000.00	\$0.00

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.

Grantee Name

RL09-1019-D00

Oneida County

10/07/2009

APPENDIX C

Payment and Reporting Schedule

Subject to the availability of funding, the STATE agrees to pay the CONTRACTOR a sum not to exceed the amount identified in Appendix B, for services rendered and delineated in Appendix D, for the specified PERIOD. The CONTRACTOR agrees that all PROGRAM claims shall be submitted to the STATE quarterly and no later than thirty (30) business days following the last day of the month for which the claim applies, unless the STATE and the CONTRACTOR agree to a different submission timeframe.

Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Federal reporting data shall be completed by the CONTRACTOR and reported to the STATE no later than October 2, 2009 and subsequently no later than the third business day after each contractual quarter. Other programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services.

Vouchers and supporting documentation should be sent to:
NYS Division of Probation and Correctional Alternatives
Budget and Fiscal Services Unit - Suite 501
80 Wolf Road
Albany, NY 12205-2604

The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

September 2009

Certified by - on

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.

Grantee Name

RL09-1019-D00

Oneida County

10/07/2009

APPENDIX D - Work Plan

Goal

To provide probation supervision services to approximately 28 felony drug-dependent individuals pursuant to New York's Rockefeller Drug Law Reform (RDLR), while ensuring that their treatment and service needs are met in order to reduce offender recidivism and promote community safety.

Objective #1

Identify felony drug-dependent offenders for RDLR PROGRAM involvement at the appropriate stage in the judicial process consistent with New York State law.

Task #1 for Objective #1

Identify suitable offenders for RDLR PROGRAM services when conducting pre-plea, pre-sentence, and violation of probation investigations and at other locally-determined decision points.

Performance Measure

- 1 The number of offenders identified as being suitable for RDLR PROGRAM participation in lieu of a prison sentence.

Objective #2

Reduce criminal behavior by referring such offenders to services addressing core criminogenic needs as part of a detailed supervision case plan and strategy.

Task #1 for Objective #2

Assess/Identify all PROGRAM participants' criminogenic risks and needs utilizing a DPCA approved fully validated risk and need assessment instrument.

Performance Measure

- 1 The number of risk/needs assessments and case plans completed on RDLR participants.

Task #2 for Objective #2

Provide/refer participants to services intended to ameliorate identified criminogenic needs.

Performance Measure

- 1 Number of service referrals made.
- 2 Number of participants who have successfully completed referral services.

Objective #3

Supervise RDLR probation cases in accordance with DPCA Supervision Rule-- Classification Level 1 requirements (minimum requirement for initial supervision plan) and other DPCA PROGRAM requirements.

Task #1 for Objective #3

Establish specialized probation caseloads of 1 probation officer to 35 probationers.

Performance Measure

- 1 The size and number of RDLR specialized supervisory caseload(s).

36.

Task #2 for Objective #3

Conduct announced and unannounced drug testing, home visits and employment checks, make all other required contacts, and collaborate with other service providers pursuant to a written case plan with regular follow-up contact.

Performance Measure

- 1 Number of offender and service provider contacts made.

Objective #4

Collaborate with Drug Court Judiciary and treatment and other agencies in providing probation investigation, supervision and case management services.

Task #1 for Objective #4

Provide those services requested by the local Drug Court consistent with law.

Performance Measure

- 1 Number of probation investigations completed.
- 2 Number of participants under interim probation supervision and number of participants under a sentence of probation.

Objective #5

Hold offenders accountable in completing all Probation RDLR PROGRAM requirements, reducing unnecessary reliance on local and state incarceration and promoting community safety.

Task #1 for Objective #5

Re-assess progress of offenders by conducting individual case plan reviews or reassessments to determine if reductions in criminogenic needs have occurred.

Performance Measure

- 1 The number of reassessments completed.
- 2 The number of participants who have successfully completed RDLR PROGRAM services.

Task #2 for Objective #5

Appropriate action with respect to noncompliant behavior.

Performance Measure

- 1 The number of participants who have been subjected to a more severe or restrictive sanction imposed administratively or by the court where applicable.
- 2 The number of participants who have been unsuccessfully terminated from RDLR PROGRAM services by the court.

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.

Grantee Name

RL09-1019-D00

Oneida County

10/07/2009

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General Conditions

APPENDIX D - Special Conditions

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.
RL09-1019-D00

Grantee Name
Oneida County

10/07/2009

APPENDIX E

(American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions)

A. Additional Reporting Requirements

As this AGREEMENT is funded in whole or in part, by the American Recovery and Reinvestment Act of 2009 (ARRA), the STATE must provide certain information on jobs and employment to the Department of Justice (DOJ). This will require all reporting entities including the STATE, local governments, and CONTRACTORS who work on ARRA funded projects to provide the information to the STATE in accordance with reporting requirements in Section 1512 of the ARRA.

All CONTRACTORS shall submit written and financial reports in form and in such frequency as may be specified by the STATE.

Rider A outlines additional reporting requirements and must be completed by each CONTRACTOR. Rider A will become part of the AGREEMENT with the STATE.

The STATE reserves the right to require additional reporting requirements as part of ARRA, DOJ or STATE requirements at any time during this AGREEMENT. The STATE will provide written instructions, including deadlines to the CONTRACTOR.

B. Authority of the US Comptroller General and the US Inspector General

Authority of the US Comptroller General

Pursuant to Title IX, Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA) the Comptroller General and his representatives are authorized to: 1) examine any records of the CONTRACTOR, or any of its consultants, or any local agency administering such AGREEMENT, that directly pertains to and involves transactions relating to the AGREEMENT and 2) interview any officer or employee of the CONTRACTOR or any of its consultants, or any local government agency administering the AGREEMENT, regarding such transactions.

Authority of the US Inspector General

Section 1515(a) of the ARRA provides authority for any representative of the Inspector General to examine any records or interview any employee or officers working on this AGREEMENT. The CONTRACTOR is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the CONTRACTOR, its consultants or other firms working on this AGREEMENT. Section 1515(b) further provides that nothing in this section of the law shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

C. Posting Job Listings on the New York State Job Exchange (Rider A)

All AGREEMENTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. There are four ways that the CONTRACTOR can post jobs on the Exchange website.

Option 1:

The preferred approach is for the CONTRACTOR to initially register through the New York State Department of Labor's Job Exchange at <http://www.labor.state.ny.us> website for an employer account. This service allows the CONTRACTOR to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the CONTRACTOR to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2:

The CONTRACTOR can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the CONTRACTOR can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside New York City, the CONTRACTOR can use the NYS Fast Fax Form <http://www.labor.state.ny.us/formsdocs/does/es515.pdf> and fax to (518) 485-1333.

Option 3:

The CONTRACTOR can email specifics of their job orders by using a fillable NYS Job Order Form at <http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf>. If the jobs are located in New York City, the CONTRACTOR would send the completed form to DoES_L0584@labor.state.ny.us address. If the jobs are located outside of New York City the CONTRACTOR would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:

The CONTRACTOR can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the CONTRACTOR should call (718) 780-9499. If the jobs are located outside of New York City, the CONTRACTOR should call 1-888-4-NYS DOL.

RIDER A

American Recovery and Reinvestment Act of 2009, CONTRACTOR Obligations

- 1. Since this AGREEMENT contains ARRA funding, the CONTRACTOR will post any jobs that it creates or seek to fill as a result of this funding. Every CONTRACTOR will post through the New York State Department of Labor at www.labor.state.ny.us notwithstanding any other postings they might make. Any advertisements posted by the CONTRACTOR for positions pursuant to this AGREEMENT must indicate that the position is funded with ARRA funds. The department may waive the requirements of this section at its discretion.
- 2. The CONTRACTOR will maintain detailed records of their expenditure of ARRA funds in connection with this AGREEMENT and shall submit reports as requested by the STATE. The STATE as the recipient of the ARRA funds is subject to quarterly reporting requirements and oversight by federal agency inspectors. Specific additional reports are required under this AGREEMENT and other optional reports may be requested at the discretion of the STATE.
- 3. The CONTRACTOR is also responsible for holding all Consultants to the above reporting requirements.

4. AGREEMENT Funding

- a. State General Fund Dollars ---
 - b. Federal Fund Dollars ---
 - c. ARRA Stimulus Dollars \$ 112,000
 - d. Other Fund Dollars ---
- AGREEMENT TOTAL \$ 112,000

Certified by - on

Award Contract

DPCA Rockefeller Drug Law Stimulus Funding

Project No.

Grantee Name

RL09-1019-D00

Oneida County

10/07/2009

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Division of Probation and Correctional Alternatives (STATE) and the County (CONTRACTOR) identified on the face page hereof, acting by and through the implementing agency, the County Probation Department.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the STATE, has recently enacted major Rockefeller Drug Law Reform (RDLR) to assist certain drug dependent offenders with obtaining drug treatment in residential and community based setting and being released under community supervision to assist them in leading law-abiding lives; and

WHEREAS, the State Legislature has appropriated funds for the operation and continuation of probation departments and Alternatives to Incarceration projects pursuant to Chapter 50 of the Laws of 2009; and

WHEREAS, specific funding has been appropriated pursuant to this aforementioned Chapter to implement RDLR reform changes and are aimed at efforts as to identification of appropriate drug dependent offenders who would be eligible for alternatives to incarceration, facilitating efforts to secure judicial diversion and community supervision and obtain drug treatment in residential and/or community based settings, and ensuring effective monitoring of those released under community supervision; and

WHEREAS, funding for the advocacy or investigation, supervision and services of these new RDLR cases is being provided through the federal American Recovery and Reinvestment Act (ARRA) and via a sub-allocation of the federal Byrne grant;

WHEREAS, the STATE has selected the CONTRACTOR along with several other probation departments to receive funding for program (PROGRAM) services due to the anticipated number of annual projections of new RDLR probation supervision cases of fifteen (15) or more within their respective jurisdictions; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such PROGRAM services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any

41.

require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller (OSC).

For expenditure-based contracts, any proposed modification to the AGREEMENT which results in a change of greater than ten (10) percent to any budgetary category must be submitted to OSC for approval. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C), Appendix E American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions, and by agency fiscal guidelines, in a manner acceptable to the STATE.

A. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

B. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program

42.

(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

A. Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the AGREEMENT and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Certified by - on

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6213
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

October 26, 2009

7N2009-431

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONIEDA COUNTY LEGISLATURE
2009 OCT 27 AM 11:45

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

There is a need for additional funds in the amount of \$10,000.00 in the 2009 Road Machinery Automotive Equipment (M5130.251). These monies will be used to purchase an additional sander to install on an existing truck for plowing County Roads for the 2009-2010 snow season.

FROM:	M5130.456 GASOLINE & OIL	\$ 10,000.00
TO:	M5130.251 AUTOMOTIVE EQUIPMENT	\$ 10,000.00

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board *at the Board's earliest opportunity*.

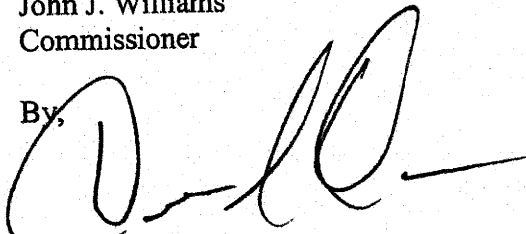
Thank you in advance for your consideration.

Sincerely,

to Bd. 11/12

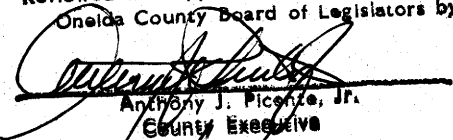
John J. Williams
Commissioner

By,



Dennis S. Davis
Deputy Commissioner
Highways, Bridges and Structures

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



Anthony J. Picente, Jr.
County Executive

Date 10/27/09

DSD/mk
Enclosure(s)

44.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

October 27, 2009

JN 2009-432

INTERNAL AFFAIRS

COURTS, LAWS & RULES

WAYS & MEANS

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

Honorable Members:

I pass along a request from Minority Leader Mike Hennessy asking for the repeal of the Local Law which established cost-of-living (COLA) increases for elected officials.

I ask that the Courts, Laws & Rules Committee and the Internal Affairs Committee consider this request.

Respectfully submitted,

Gerald J. Fiorini
GERALD J. FIORINI
CHAIRMAN OF THE BOARD

45.

ONEIDA COUNTY BOARD OF LEGISLATORS



Michael J. Hennessy, Minority Leader

ONEIDA COUNTY OFFICE BLDG., 800 PARK AVENUE, UTICA, N.Y. 13501-2977 Phone: (315) 798-5049

Home address: 439 Betsinger Rd., Sherrill, New York 13461 Phone: (315) 527-9663

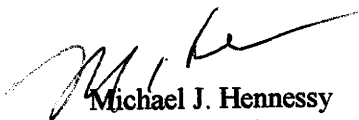
Hon Gerald Fiorini, Chairman
Oneida County Board of Legislators
800 Park Ave
Utica NY 13501

Dear Jerry:

Attached, please find a proposed Resolution directing that Local Law #% of 1999 be repealed. Said law established a cost-of-living (COLA) increase for elected officials in Oneida County government.

The positions covered by this law are County Executive, the County Clerk, the Sheriff, and the Comptroller. The savings to Oneida County taxpayers would be about \$10,000 if this measure is passed. I request that you submit the to the appropriate committees as soon as possible.

Sincerely,


Michael J. Hennessy
Minority Leader
Board of Legislators
Mjh/jt

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 OCT 23 PM 2:50

