

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION December 28, 2016

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

October 16, 2015

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 131501

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

FN 20 18-431 
Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS

Date 12/23/16

Attached are three (3) copies of an Agreement between Oneida County through its Health Department and Herkimer County Public Health Nursing.

The purpose of this Agreement is to provide testing and treatment to persons residing in Herkimer County for sexually transmitted diseases including HIV testing and counseling to persons residing in Herkimer County including inmates of the Herkimer County Jail. The term of this Agreement shall become effective January 1, 2016 and shall remain in effect until December 31, 2017 unless earlier terminated as provided hereafter.

Herkimer County agrees to pay to Oneida County the current all-inclusive rate of \$120 per threshold visit. The threshold visit shall include HIV testing and treatment.

This is not a program mandated by Public Health Law.

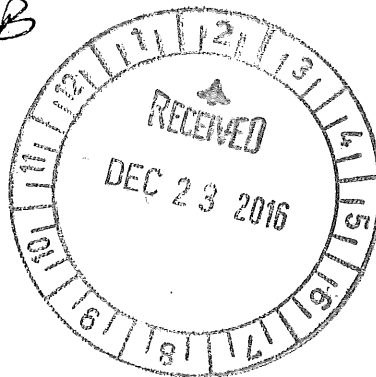
If this Agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,



Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry



Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: Renewal

**Oneida County Board of Legislators
Contract Summary**

Name & Address of Vendor: Christina Cain, RN, BSN, MA, MS
Herkimer County Public Health Nursing
301 N. Washington Street
Herkimer, New York 13350

Title of Activity or Service: Herkimer County HIV testing and counseling.

Proposed Dates of Operation: January 1, 2016 to December 31, 2017

Client Population/Number to be Served: Persons residing in Herkimer County including inmates of the Herkimer County Jail.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Oneida County Health Department will provide testing and treatment to persons residing in Herkimer County including inmates of the Herkimer County Jail for sexually transmitted diseases (STD), including HIV testing and counseling.
- 2) **Program/Service Objectives and Outcomes:** To provide clinical services.
- 3) **Program Design and Staffing:** Oneida County Clinical staff.

Total Funding Requested: \$120 per threshold visit. **Account #:** A2289

Oneida County Department Funding Recommendation: Revenue at \$120 per person

Proposed Funding Sources: This is a revenue program, paid by Herkimer County to Oneida County.

Cost Per Client Served: N/A

Past Performance Data: In 2014 there were a total of 38 Herkimer County Residents that received these services at a value of approximately \$4,560 paid to Oneida County.

Oneida County Department Staff Comments:



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
OFFICE OF THE FIRE COORDINATOR
911 CENTER

120 Base Road • Oriskany, New York 13424
Phone: (315) 765-2526 • Fax: (315) 765-2529

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

December 14, 2016

Commissioner Dennis Davis
Oneida County DPW
6000 Airport Rd.
Oriskany, NY 13424

FN 20 17-001

READ & FILED

Re: Tax Parcel ID #290.000-2-22

Dear Commissioner Davis,

I'm writing to you because it is necessary to change the address for the DPW building from the above referenced address, to the address listed below:

**5999 Judd Rd.
Oriskany, NY 13424**

This change is necessary in order to conform to 911 addressing protocol which states that addresses should be issued on the road that the main entrance to the property is on. This change will take effect in the 911 system on January 4, 2017.

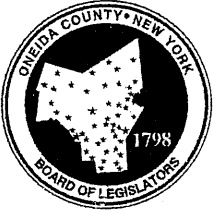
Please post the address numbers prominently on the building, roadside mailbox, yard markers, etc. The numbers should be at least three inches in height and visible from the road. This will assist emergency personnel in locating the facility quickly in the event you need their services.

If you have any questions, please contact this office.

Sincerely,

Sandra E. Jones,
911 MSAG Coordinator

CC: Director Kevin Revere-Emergency Services
✓ Chief Mark Sojda-Whitestown PD
Sheriff Robert Maciol-OC Sheriff's Office
Chief Jeffrey Burkhart-Oriskany FD
COCVAC
Assessor's Office-Town of Whitestown
Postmaster-Oriskany Post Office



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

FN 20 17-002

December 5, 2016

READ & FILED

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

Dear Mr. Billard:

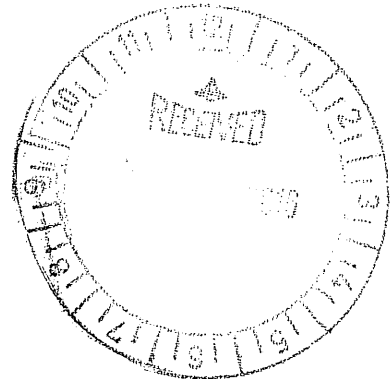
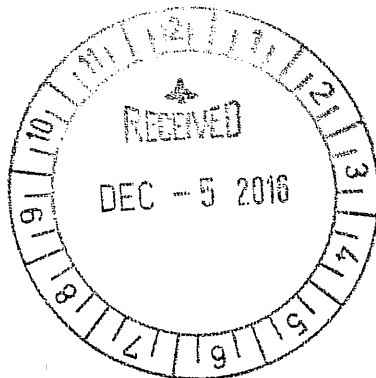
The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2017 through January 31, 2017 pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

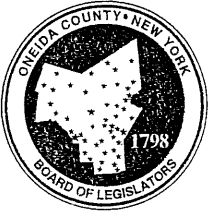
I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2014 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys
Chair, Farmland Protection Board

c





ONEIDA COUNTY BOARD OF LEGISLATORS

Richard A. Flisnik ♦ 6669 Fox Rd. ♦ Marcy, NY 13403
Phone: (315) 865-8707 ♦ Email: flis58@aim.com

FN 20 17 - 003

December 23, 2016

READ & FILED

Mikale Billard
Clerk of the Board
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

Re: UPDATED Disclosure of Tenant in Receipt of Housing Assistance

Dear Mike,

Please accept this communication as an update to the letter dated December 21, 2016.

As an Oneida County Legislator, I wanted to bring to your attention that I have a tenant who receives housing assistance from Oneida County Department of Social Services. As such, rental assistance payments will be made to me directly from the Department of Social Services on the tenant's behalf for the month of December and indirect rent will be paid in subsequent months.

Please advise if you require any further information to ensure I am in compliance with the County's Ethics Law.

Respectfully,

Rick Flisnik

Oneida County Legislator

CC:

Chairman of the Board of Legislators Gerald J. Fiorini
Oneida County Executive Anthony J. Picente, Jr.
County Attorney Peter M. Rayhill



ONEIDA COUNTY BOARD OF LEGISLATORS

Brian D. Miller ♦ 9195 Red Hill Rd. ♦ New Hartford, NY 13413 ♦ 737-7550

FN 20

17 - 004

December 16, 2016

READ & FILED

Honorable Sandra DePerno
Oneida County Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

Dear Mrs. DePerno,

I am writing to formally notify you of my resignation from my position as Oneida County Legislator for the 16th Legislative District, effective December 31, 2016. As you are aware, I was recently elected as an Assemblyman in the 101st New York State Assembly District beginning January 1, 2017.

It has been an honor for me to serve for the last 16 years as an Oneida County Legislator. I will miss my job as legislator and the incredible people I have had the pleasure of working with throughout the years.

I wish you all the very best.

Sincerely,

Brian Miller

Cc Gerald J. Fiorini, Chairman, Oneida County Legislators
Anthony J. Picente, Jr., Oneida County Executive
John Talerico, Commissioner of Personnel



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

December 12, 2016

FN 20 17-805

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

WAYS & MEANS

Honorable Members:

I submit herewith for your approval, the reappointment of Michael Candella of 6976 Glass Factory Road, Holland Patent, NY as the Landowner Representative of the Region 6, Fish & Wildlife Management Board. Mr. Candella's current term expires on December 31, 2016. It is requested that Mr. Candella be reappointed for a term commencing January 1, 2017 and ending December 31, 2018.

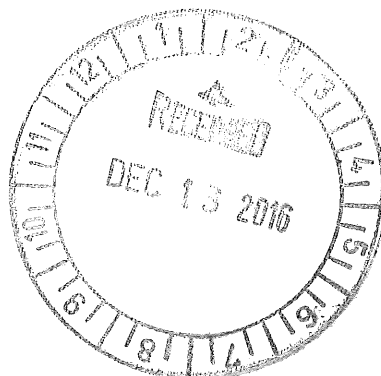
Legislative Representative Brian Miller will be leaving at the end of the year to serve a representative of the New York State Assembly. This will leave a vacancy for the Legislative Representative of the Region 6, Fish & Wildlife Management Board. I submit for your approval, the appointment of Brian Mandryck to serve as the Legislative Representative of the Region 6, Fish & Wildlife Management Board for the remainder of Mr. Miller's term, which expires on December 31, 2017.

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

November 2, 2016

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

FN 20 17-006

WAYS & MEANS

Honorable Members:

I submit herewith for your approval, the reappointment of the following gentlemen to the Oneida County Fire Advisory Board:

Nelson Blau – Deansboro Fire Department - Term expires in December 2017
Hobart “Phil” Dana – Floyd Fire Department – Term expires in December 2017
David Glenn – Whitesboro Fire Department – Term expires in December 2017
Donald Goodenough – Clayville Fire Department – Term expires in December 2017

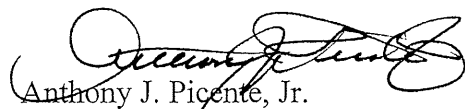
Charles “Bud” Koss – Oriskany Fire Department – Term expires in December 2018
Brian Healy – Barneveld Fire Department – Term expires in December 2018
Kevin Lansing – Whitesboro Fire Department – Term expires in December 2018

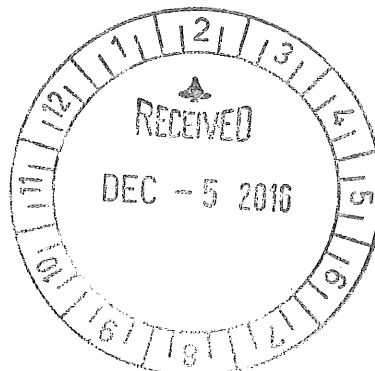
Said appointments were approved by the Oneida County Volunteer Firemen’s Association, Inc. at a regular meeting held on November 17, 2016.

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

December 20, 2016

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

FN 20 17-007

**ECONOMIC DEVELOPMENT
& TOURISM**

Dear Board Members:

Oneida County is entering into a contract with Mohawk Valley ~~EDGE~~ ^{WAYS & MEANS} to support the Oneida County area. The purpose of this agreement is to provide support, expertise and other initiatives that showcase the advantages of Oneida County, the Mohawk Valley Region and the City of Utica.

This resolution is to provide the funding for the Mohawk Valley EDGE contract.

I therefore request your Board's approval to increase the 2016 Budget for the following supplemental appropriation:


TO:

AA# A6432.495116 MV Edge – Promotion of Oneida County..... \$250,000.00

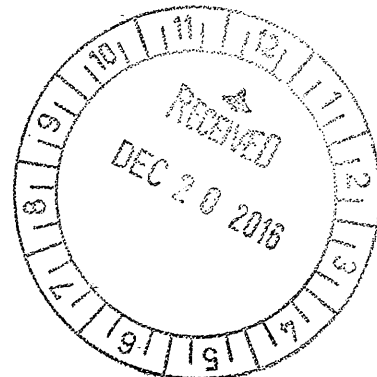
This 2016 supplemental appropriation will be fully supported by unanticipated revenue in:

RA# A3001 State Aid – OIN Gaming Revenue..... \$250,000.00

Respectfully submitted,


Anthony J. Picente, Jr.
County Executive

CC: County Attorney
Comptroller
Budget Director
Commissioner of DPW





ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

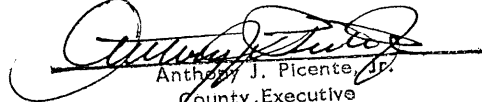
Peter M. Rayhill
County Attorney

2017-008
WRM

December 19, 2016

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

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


Anthony J. Picente, Jr.
County Executive
Date: 12/19/16

Dear Mr. Picente:

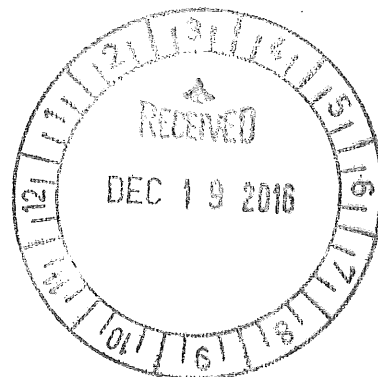
Attached for your review and approval is an agreement between Oneida County and Mohawk Valley EDGE. The term of this agreement is April 1, 2016 thru January 31, 2017. The purpose of this agreement is to provide support, expertise and other initiatives that showcase the advantages of Oneida County, the Mohawk Valley Region and the City of Utica. The total amount of this agreement is \$250,000.00.

If the enclosed meets with your approval, kindly forward the same to the Board of Legislators for action at their next meeting.

Thank you for your consideration.

Sincerely,

Peter M. Rayhill, Esq.
Oneida County Attorney



Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Economic Development Growth Enterprises Corporation
584 Phoenix Drive
Griffiss Business & Technology Park
Rome, New York 13441

Title of Activity or Service: Economic development support activities

Proposed Dates of Operation: April 1, 2016 thru January 31, 2017

Client Population/Number to be Served: Oneida County residents & visitors

Summary Statements

1) Narrative Description of Proposed Services:

To provide support, expertise and other initiatives that showcases the advantages of Oneida County, the Mohawk Valley Region and the City of Utica.

2) Program/Service Objectives and Outcomes: To identify and engage in opportunities related to aggregating and delivering State and local incentives, developing financing, assisting in economic and community development initiatives and otherwise publicizing the advantages to parties interested in the redevelopment of downtown Utica.

3) Program Design and Staffing: EDGE staff members

Total Funding Requested: \$250,000.00

Account # A6432.495116

Oneida County Dept. Funding Recommendation: \$250,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (this “Agreement”), dated as of April 1, 2016, is by and between:

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the “**County**”), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION, a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as “**EDGE**”).

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and purposes, among others, of publicizing the advantage of Oneida County and the region by developing and promoting general economic and industrial development within Oneida County; and

WHEREAS, The New York State Department of Health (DOH) and the Dormitory Authority of the State Of New York (DASNY) announced the availability of up to Three Hundred Million and 00/100 (\$300,000,000.00) Dollars under the Health Care Facility Transformation Program for a New Hospital Project to be located in the largest population center in Oneida County (the City of Utica) for the purpose of consolidating multiple licensed healthcare facilities into an integrated system of acute inpatient, outpatient, primary and other healthcare services; and

WHEREAS, Mohawk Valley Health Systems (MVHS) will file an application for the funding to construct a new hospital complex that is to be located within a 25 +/- acre site within downtown Utica; and

WHEREAS, other projects have been identified that, in conjunction with the New Hospital Project, will serve, enhance and develop key downtown sections of the City of Utica including Bagg’s Square, the Munson Williams Arts District, Varick Street, the Auditorium District and the Genesee Street Corridor; and

WHEREAS, EDGE employs staff that has the expertise in the area of economic development and, in particular, opportunities related to aggregating and delivering State and local incentives, developing financing, assisting in economic and community development initiatives and otherwise publicizing the advantages to parties interested in the redevelopment of downtown Utica; and

WHEREAS, the County of Oneida desires to publicize the advantages of Oneida County and the region by having EDGE provide the services set forth herein below and the Oneida County

Board of Legislators has authorized the expenditure of certain monies to pay for the services to be provided by EDGE (the Resolution).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall commence on April 1, 2016 and end on January 31, 2017. The County reserves the right to terminate this Agreement upon thirty (30) days written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) days period, or if unable to be rectified within such period, that EDGE undertake to cure such failure within the thirty (30) day period and diligently pursue same to completion.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing the services hereinafter described to the County, in return for which EDGE shall receive payment from the County as hereinafter described. EDGE shall develop and implement economic development policies that will help Oneida County, and in particular, the City of Utica, retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in emerging and growth industries, increase development of mixed use commercial, residential and medical innovation projects, including the expansion of downtown Utica parking facilities to service the anticipated growth and assist MVHS in development of its proposed downtown hospital complex including but not limited to completing real estate appraisals and other technical studies necessary to assemble the downtown site for the planned MVHS hospital complex. The parties acknowledge EDGE, as an independent contractor, shall have control over the means and methods used to make and implement the economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to the matters which are the subject of this Agreement, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.
3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall, at the request of the County, occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities under this Agreement to the County Executive, members of the Board of Legislators, or any duly appointed committee

thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer. At least once each quarter, EDGE shall report to the County Executive on any individuals or companies that have received assistance through EDGE pursuant to this Agreement. EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer.

5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the Mohawk Valley Region, and in particular, the City of Utica:

5.1 Publicize the advantages of Oneida County and the Mohawk Valley Region as a desirable area for individuals and companies to locate and reside, as the case may be, through its marketing and promotional activities, attract and encourage individuals and developers to undertake projects in the City of Utica and thus facilitate the general economic growth and development of Oneida County.

5.2 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer, including the New Hospital Project, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of any potential development in their respective communities.

5.3 Provide prompt attention to, and follow-up on, leads relating to the projects in the cities of Utica and maintain a record of all leads, contacts and follow-up efforts with prospective companies and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential development.

5.4 Maintain implementation of a communications program that conveys information to the general public on the development of the New Hospital Project, related medical office buildings, parking and other residential and commercial development and all related activities. EDGE's communications program will (i) disseminate information regarding the New Hospital Project and development opportunities by publishing quarterly newsletters, and maintaining a website, (ii) prepare collateral marketing materials and other reports that inform the community about the development opportunities and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on the development opportunities, (iv) assist MVHS and its consultants on the issuance of press releases, and (v) coordinate with MVHS and its consultants on inquiries from the media regarding the development opportunities.

6. For the services actually provided by EDGE to the County pursuant to the terms and conditions of this Agreement, the County agrees to pay EDGE the sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officers and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

7. In the event that EDGE should receive any funds from any third party related to the services provided hereunder, EDGE shall remit such funds to the County.

8. EDGE shall file an annual report and budget of its expenditures and receipts pursuant to this Agreement with the Clerk of the Board of Legislators.

9. EDGE shall defend, indemnify and hold harmless County, and its officers, agents and employees, from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature caused by the acts or failure to act of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.

10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venture with, the County.

11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.

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

13. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A** attached hereto and made a part of this Agreement.

14. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

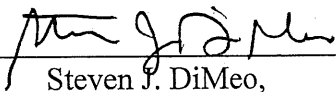
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

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


Date: _____

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By:  _____
Steven J. DiMeo,
President

Date: 12-16-16

Approved

By:  _____
Peter M. Rayhill,
Oneida County Attorney

Date: 12-16-16

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

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

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

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

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

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

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation ("EDGE") is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the "Subsidiaries").

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE's mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the "Procurement Policies") hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE's procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

"Commodities" shall mean goods, materials, equipment and supplies.

"Services" shall mean all services except for Exempt Services.

"Exempt Services" shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

"EDGE" shall mean Economic Development Growth Enterprises Corporation.

"Subsidiaries" shall mean EDGE's directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

"Construction/Renovation Project" shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE's Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE's President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services ("OGS") or by the Federal Government under a federal contract overseen by the General Services Administration ("GSA"). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e. invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 15, 2016.

Selected Entity Name: ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
Selected Entity Status Information

Current Entity Name: ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION

DOS ID #: 161604

Initial DOS Filing Date: NOVEMBER 26, 1963

County: ONEIDA

Jurisdiction: NEW YORK

Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
153 BROOKS ROAD
ROME, NEW YORK, 13441

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations

must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 07, 1998	Actual	ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
NOV 26, 1963	Actual	ONEIDA COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks:
Gary Artessa
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde

CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

FN 20 17-009

October 7, 2016

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

GOVERNMENT OPERATIONS
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 12/23/16

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

RE: Abstract Company License Agreement

Dear County Executive Picente:

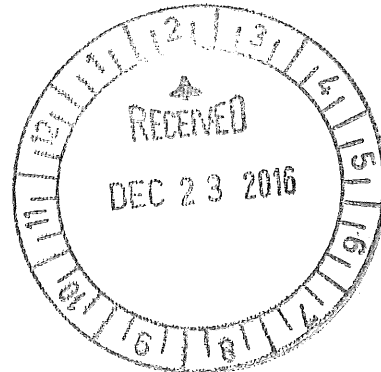
The license agreement between the County of Oneida and Mohawk Valley Abstract Corporation is due to expire on October 31, 2016. At this time, I respectfully request that the license be renewed on the basis of the enclosed License Agreement terms for the period of one year with automatic renewal of one additional year. The terms of this agreement also include an option for the company to connect their computer to the Oneida County Index System within the licensed premises at an additional charge, if they so desire.

If this agreement meets with your approval, I respectfully request that you forward it to the Board of Legislators for action at their next meeting.

Respectfully submitted,

Sandra J. DePerno
Oneida County Clerk

CC: Robert Pronteau, Asst. County Attorney



Oneida Co. Department: County Clerk

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley Abstract Corporation
4-6 North Park Row
Clinton, New York 13323

Title of Activity or Service: License Agreement for office space

Proposed Dates of Operation: November 1, 2016 – October 31, 2017 to include
One (1) Renewal Term
November 1, 2017 – October 31, 2018

Client Population/Number to be Served: Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services: A non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of Sixty-three (63) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the “Licensed Premises”). The specific nature and location of the space so licensed is chosen within the sole discretion of the County, and may be subject to change at any time, subject to the needs of the County. Terminal connection to the County’s Index System is available at an additional (optional) fee.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$2,331.00 **Account # A1252**

Oneida County Dept. Funding Recommendation: \$2,331.00

Proposed Funding Sources (Federal \$/ State \$/County \$): This is Revenue for the County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between the COUNTY OF ONEIDA, a New York municipal corporation, having its principal place of business at 800 Park Avenue, Utica, New York 13501 ("Licensor"), and Mohawk Valley Abstract Corporation, a Corporation incorporated under the laws of the State of New York, and having its principal offices located at 4-6 North Park Row, Clinton, New York 13323 ("Licensee"), collectively "the Parties".

The parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain a total of Sixty-Three (63) square feet of floor space located in the Office of the Oneida County Clerk, on the 5th Floor of the Oneida County Office Building (the "Licensed Premises"). The specific nature and location of the space so licensed is chosen within the sole discretion of the Licensor, and may be subject to change at any time, subject to the needs of the Licensor.
2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at times and for purposes so designated to the Licensee by the Licensor, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.
3. **Duration of License.** This Agreement, including the license granted hereby, shall take effect on either the Effective Date written above, or November 1, 2016, whichever is sooner. This Agreement shall end on October 31, 2017, unless earlier terminated as outlined below (the "Initial Term"). This Agreement shall then automatically renew for an additional one (1) year term, from November 1, 2017 until October 31, 2018 (the "Renewal Term"), unless either party provides the other with a minimum of thirty (30) days written notice prior to the expiration of the Initial Term that they do not seek to have this Agreement automatically renew.
4. **Revocation.** This Agreement, including the license granted hereby, is revocable at any time by the Licensor. This Agreement may be terminated by the Licensee, provided that the Licensee provides the Licensor with a minimum of sixty (60) days written notice of its intent to terminate. In the event of a termination or revocation on the part of the Licensor, the Licensee shall be entitled to a pro-rated refund of any and all monies paid to

date. In the event of a termination by Licensee, no refund shall be provided to the Licensee by the Licensor.

5. **Consideration.** The Licensee shall pay to the Licensor the sum of Thirty Seven Dollars (\$37.00) per square foot, for a total of Two Thousand Three Hundred Thirty-One Dollars (\$2,331.00) annually. Said payments shall be made in two installments of One Thousand One Hundred Sixty-Five Dollars and Fifty Cents (\$1,165.50) each. The first installment shall be due upon execution of this Agreement, and the second shall be due on or before May 1, 2018. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.
6. **Light and Heat.** The Licensor shall provide the Licensed Premises with lighting and heating/cooling in the same manner in which it provides such to the general public within its offices. No promises or representations of any kind are made to the Licensee as to the nature, quality or general availability of said services provided.
7. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.
8. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes. Licensee shall also keep the Licensed Premises neat, clean, and free of debris or other obstructions, and shall comply with any and all rules, regulations and requests of the Licensor regarding the same.
9. **Equipment.** The Licensee may install a telephone and a facsimile machine within the License Premises. Such installations shall be conducted and maintained at the sole expense and responsibility of the Licensee. Any additional installations of equipment or other machinery shall not be undertaken without the express written permission of the Licensor.
10. **Photocopiers.** No photocopiers shall be installed in or used within the Licensed Premises.

11. **Computer Terminals.** Licensee shall have access to the public computer terminals located within the Oneida County Clerk's Office. Licensee may install its own computer within the Licensed Premises that shall be connected to the Oneida County Index System, for an additional fee of Nine Hundred Sixty Dollars (\$960.00) annually. Said fee shall be payable along with the consideration paid in Paragraph 5, above, in two installments of Four Hundred Eighty Dollars (\$480.00) each. The first installment shall be paid upon execution of this Agreement, and the second shall be paid on or before May 1, 2017. During the Renewal Term, the amounts payable shall be the same as during the Initial Term, with the first installment payment due on or before November 1, 2017, and the second installment payment due on or before May 1, 2018.

Licensee should indicate its wishes with respect to having its own computer within the Licensed Premises on Exhibit "A," attached hereto.

12. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any property damaged or destroyed by Licensee, or any of Licensee's Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to Licensor money in an amount sufficient to compensate for the loss sustained by Licensor by reason of damage to or destruction of such Licensor property.
13. **Risk of Loss, Indemnification and Insurance.** Licensor shall not be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.
 - a. Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or any of its officers, directors, members, agents, employees, contractors and other representatives. Licensee expressly waives all claims against Licensor and its officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the

conduct of activities or the performance of responsibilities under or pursuant to this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or its officers, directors, members, agents, employees, contractors and other representatives.

- b. To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's option, defend Licensor and its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees and other representatives (including Licensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 13(b) hereof shall survive the revocation, expiration or other termination of this Agreement.
- c. Licensee shall obtain and maintain, during the term of this Agreement insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, coverage for claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage) of not less than One Million Dollars (\$1,000,000), and an aggregate limitation of not less than Two Million Dollars (\$2,000,000), which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor with an A.M. Best rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor shall reasonably require. Deductibles and terms and conditions of such

insurance shall be subject to Licensor's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 13(b) hereof. The aforesaid insurance shall name Licensor as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.

- d. Licensee shall also obtain and maintain, during the term of this Agreement, Worker's Compensation insurance, with appropriate statutory limits. Licensee shall furnish Licensor with a certificate of insurance or other proof satisfactory to Licensor that Licensee is maintaining the aforesaid insurance coverage.
- e. Licensee waives all rights against Licensor, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

14. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.
15. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.
16. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.
17. **Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

18. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
19. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement.
20. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
21. **Attorney's Fees.** In the event that any action or proceeding arising out of or with respect to this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
22. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's prior written consent, which consent may be withheld, conditioned or delayed in its sole and unfettered discretion.
23. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
25. **Miscellaneous.** Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees that this Agreement allows only the temporary use of the Licensed Premises and is not and does not constitute a commitment by Licensor to convey to Licensee the fee title to or any other rights in the Licensed Premises.
26. **Entire Agreement.** This Agreement (and the exhibits thereto) contains all the representations and the entire agreement between the parties with respect to the subject

matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement (including the exhibit thereto). By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Computer Option), and Addendum I (Standard Oneida County Conditions).

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

LICENSOR:

COUNTY OF ONEIDA

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

LICENSEE:

By: _____
Patricia Shaffer Bobrow
Chief Executive Officer

COUNTY CLERK:

By: _____
Sandra J. DePerno
County Clerk

Approved:

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

The undersigned, as the Licensee in the attached License Agreement, hereby states the following with respect to its desire to have a computer of its own within the Licensed Premises (INITIAL ONE):

_____ Licensee DOES WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. It is understood by the undersigned that such option will involve an additional fee of Nine Hundred and Sixty Dollars (\$960.00) per year, payable in two installments, as detailed in the attached License Agreement.

_____ Licensee DOES NOT WANT to have a computer within the Licensed Premises that will be connected to the Oneida County Index System. No additional fees are involved.

LICENSEE:

By: _____
Patricia Shaffer Bobrow
Chief Executive Officer

ADDENDUM I

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

December 5, 2016

FN 20 17-010

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

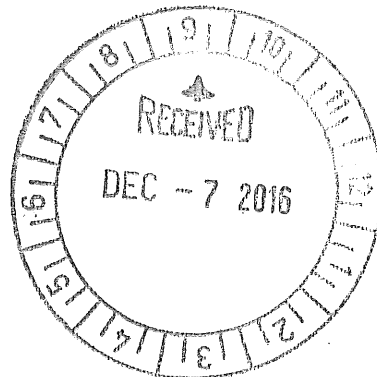
Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their full approval.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance



AC/bad

Enclosure

cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 12/6/16

MORTGAGE TAX RECEIPTS AND DISTRIBUTION
FOR THE PERIOD ENDING SEPTEMBER 2016

WHEREAS: The Oneida County Clerk and the Commissioner of Finance
Have prepared and submitted to the Board of County Legislators their
joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of \$1,307,071.99 to be
Distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is
Authorized and directed to remit payments in the amount shown in
Said semi-annual report on the Mortgage Tax Receipts, as adjusted by
NYS.

APPROVED:



COUNTY OF Oneida
CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

FOR THE PERIOD OF April 2016

THROUGH September 2016

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

TAX RATE: 0.9133086732

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct												
Nov												
Dec												
Jan												
Feb												
Mar												
Apr	174,888.00	61.45	20,602.78	0.00	154,346.67	0.00	154,346.67	0.00	69,085.91		55,399.17	
May	208,311.00	9.33	20,921.17	0.00	187,399.16	0.00	187,399.16	0.00	84,522.86		61,467.81	
Jun	291,293.86	16.10	20,488.90	0.00	270,821.06	0.00	270,821.06	0.00	123,472.44		97,671.96	
Jul	225,463.00	13.57	20,822.95	0.00	204,653.62	0.00	204,653.62	0.00	92,055.46		69,094.41	
Aug	281,569.50	15.67	20,609.91	0.00	260,975.26	0.00	260,975.26	0.00	119,692.51		90,628.75	
Sep	249,614.00	12.42	20,750.20	0.00	228,876.22	0.00	228,876.22	0.00	103,772.03		77,885.76	
Totals	1,431,139.36	128.54	124,195.91	0.00	1,307,071.99	0.00	1,307,071.99	0.00	592,601.21		452,147.86	

Shane S. Oberdorfer

Recording Officer

Treasurer

PART II

Distribution Statement
 (Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

Credit Statement
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNSVILLE	13,779.50	0.00	0.00	13,779.50	12,584.94
AUGUSTA	14,956.52	0.00	0.00	14,956.52	13,659.92
AVA	3,220.50	0.00	0.00	3,220.50	2,941.31
BOONVILLE	27,896.00	0.00	0.00	27,896.00	25,477.66
BRIDGEWATER	6,684.50	0.00	0.00	6,684.50	6,105.01
CAMDEN	18,161.54	0.00	0.00	18,161.54	16,587.09
DEERFIELD	44,282.31	0.00	0.00	44,282.31	40,443.42
FLORENCE	5,573.00	0.00	0.00	5,573.00	5,089.87
FLOYD	29,778.00	0.00	0.00	29,778.00	27,196.51
FORESTPORT	15,954.00	0.00	0.00	15,954.00	14,570.93
KIRKLAND	89,924.69	0.00	0.00	89,924.69	82,129.00
LEE	51,639.00	0.00	0.00	51,639.00	47,162.35
MARCY	59,047.00	0.00	0.00	59,047.00	53,928.14
MARSHALL	11,881.48	0.00	0.00	11,881.48	10,851.46
NEW HARTFORD	231,202.00	0.00	0.00	231,202.00	211,158.79
PARIS	33,771.50	0.00	0.00	33,771.50	30,843.80
REMSEN	12,981.00	0.00	0.00	12,981.00	11,855.66
ROME	154,781.50	0.00	0.00	154,781.50	141,363.29
SANGERFIELD	10,763.00	0.00	0.00	10,763.00	9,829.94
STEBEN	5,687.50	0.00	0.00	5,687.50	5,194.44
TRENTON	38,514.00	0.00	0.00	38,514.00	35,175.17
UTICA	217,267.43	0.00	0.00	217,267.43	198,432.23
VERNON	58,076.00	0.00	0.00	58,076.00	53,041.31
VERONA	32,927.39	0.00	0.00	32,927.39	30,072.87
VIENNA	46,881.50	0.00	0.00	46,881.50	42,817.28
WESTERN	11,002.00	0.00	0.00	11,002.00	10,048.22
WESTMORELAND	54,677.00	0.00	0.00	54,677.00	49,936.98
WHITESTOWN	129,829.50	0.00	0.00	129,829.50	118,574.40
Total Tax Districts: 28	1,431,139.36	0.00	0.00	1,431,139.36	1,307,071.99

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

Abraham, Diane B.

From: Kathy Coon <kathyc@iqsworks.com>
Sent: Wednesday, November 02, 2016 9:43 AM
To: Abraham, Diane B.

Hi Diane

Here is the change that was made on the receipt for the mortgage. The mortgage was recorded on 8/15/16 and modified on 9/7/16. The first screen shot below shows you what was modified - changed on 9/7/16 too Withheld (after you sent your MT4 in)

The second screen shot shows who modified receipt

2
9 *help*

Screen shot 1

Current Receipt Saved: 9/7/2016 3:35:25 PM	Previous Version Saved: 8/15/2016 10:35:03 AM
MT4 STAMP: DR-1231 OR Party: STEVENS TREVOR S EE Party: FIRST SOURCE FEDERAL CREDIT UNION	Receipt Date: 08/15/2016 10:35:03 AM RECEIPT # 2016724560
Recording Fee \$20.00 Cover Page \$70.00 Number of Pages \$1.00 Number of Affidavits \$1.00 Cultural Ed \$14.00 Records Management - County \$1.00 Records Management - State \$4.75	Address: J. DeLoach, Onondaga County Clerk 250 Park Ave Oriskany, NY 13601
Mortgage Tax (Withheld) \$75.00 Basic \$0.00 Special Additional \$0.00 Additional \$0.00 Local \$0.00 Basic \$0.00 Special Additional \$0.00 Additional \$0.00 Local \$0.00 Basic \$0.00 Special Additional \$0.00 Additional \$0.00 Local \$0.00	Recording Clerk: PF Cash Drawer: CASH1 Mod'd Part: USEFCU Mod'd In Version
DOCUMENT TOTAL: ----> \$202.50	Invoice: 2016-111726 BOOK MORTGAGE MT4 STAMP: DR-1231 OR Party: STEVENS TREVOR S EE Party: FIRST SOURCE FEDERAL CREDIT UNION
	Recording Fee \$20.00 Cover Page \$70.00 Number of Pages \$1.00 Number of Affidavits \$1.00 Cultural Ed \$14.00 Records Management - County \$1.00 Records Management - State \$4.75
	Mortgage Tax \$75.00 Basic \$0.00

Screen Shot 2

Receipt #	From	Comment	Create By	Receipt Date	Cash Drawer	Mod By	Mod Date
2016724560	USEFCU		PF	8/15/2016 10:35	CASH1	BB	9/7/2016 3:35:2

Kathy
Kathy Coon
Customer Support
Info Quick Solutions Inc
7460 Morgan Road
Liverpool, New York 13090
315-463-1400
315-463-6202 (Fax)

Joe - my 6-month Report is off -

my Aug 2016 - was modified in Sept - see the list - Please advise



To: Diane Abraham <Dbabraham@ocgov.net>

Hi Diane

All the months match correctly on the six month except August.

A receipt was modified after you ran the MT4 for August.

On 9/7 rec # 2016724560 was modified by BB. She changed the mortgage tax to withheld.

Mortgage DH-2231
Trevor S Stevens
Instr # 2016-011726

Kathy

Kathy Coon

Customer Support

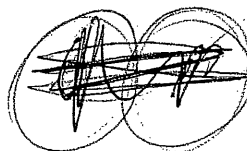
Info Quick Solutions Inc

7460 Morgan Road

Liverpool, New York 13090

315-463-1400

315-463-6202 (Fax)





ONEIDA COUNTY – STATE OF NEW YORK
 SANDRA J. DEPERNO COUNTY CLERK
 800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:	
Cover Page	20.00
Number of Pages	70.00
Number of Affidavits	5.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Sub Total:	<u>115.00</u>

INSTRUMENT #: 2016-011726

Receipt#: 2016724560
 Clerk: PF
 Rec Date: 08/15/2016 10:35:02 AM
 Doc Grp: RP
 Descrip: MORTGAGE
 Num Pgs: 14

Mortgage Tax (withheld)	
Basic	75.00
Special Additional	0.00
Additional	12.50
Local	0.00
Sub Total:	<u>87.50</u>

Party1: STEVENS TREVOR S
 Party2: FIRST SOURCE FEDERAL CREDIT UNION
 Town: FLOYD TRENTON

Total: 202.50
 **** NOTICE: THIS IS NOT A BILL ****

***** Mortgage Tax (withheld) *****
 Serial #: DH-2231
 Credit Union - Ind /1-2 Family
 Mtg Amt: 15000.00

Basic	75.00
Additional	12.50
Total:	<u>87.50</u>

Record and Return To:

FIRST SOURCE FEDERAL CREDIT UNION
 4451 COMMERCIAL DRIVE
 NEW HARTFORD NY 13413

WARNING***

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
 Oneida County Clerk



ONEIDA COUNTY CLERK

SANDRA J. DEPERNO

Receipt

** Reprint **

Receipt Date: 08/15/2016 10:35:03 AM

RECEIPT # 2016724560

Recording Clerk: PF

Cash Drawer: CASH1

Rec'd Frm: UGFFCU

Rec'd In Person

Instr#: 2016-011726

DOC: MORTGAGE

MTG STAMP: DH-2231

OR Party: STEVENS TREVOR S

EE Party: FIRST SOURCE FEDERAL CREDIT UNION

Recording Fees

Cover Page \$20.00

Number of Pages \$70.00

Number of Affidavits \$5.00

Cultural Ed \$14.25

Records Management - County \$1.00

Records Management - State \$4.75

Mortgage Tax (withheld)

Basic \$75.00

Special Additional \$0.00

Additional \$12.50

Local \$0.00

Basic \$0.00

Special Additional \$0.00

Additional \$0.00

Local \$0.00

Basic \$0.00

Special Additional \$0.00

Additional \$0.00

Local \$0.00

DOCUMENT TOTAL: -----> \$202.50

Instr#: 2016-011727

DOC: MORTGAGE

MTG STAMP: DH-2232

OR Party: PODAGROSI TORBITT LAURA A

EE Party: FIRST SOURCE FEDERAL CREDIT UNION

Recording Fees

Cover Page \$20.00

Number of Pages \$80.00

Number of Affidavits \$5.00

Cultural Ed \$14.25

Records Management - County \$1.00

Records Management - State \$4.75

Mortgage Tax

Basic \$415.50

Special Additional \$0.00

Additional \$182.75

Local \$0.00

DOCUMENT TOTAL: -----> \$723.25

Instr#: 2016-011728

DOC: MORTGAGE

MTG STAMP: DH-2233

OR Party: MURPHY SEAN M

EE Party: FIRST SOURCE FEDERAL CREDIT UNION

Recording Fees

Cover Page \$20.00

Number of Pages \$70.00

Number of Affidavits \$5.00

Cultural Ed \$14.25

Records Management - County \$1.00

Records Management - State \$4.75

Mortgage Tax

Basic \$367.50

Special Additional \$0.00

Additional \$158.75

Local \$0.00

DOCUMENT TOTAL: -----> \$641.25

Instr#: 2016-011729

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

December 6, 2016

FN 20 17-011

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

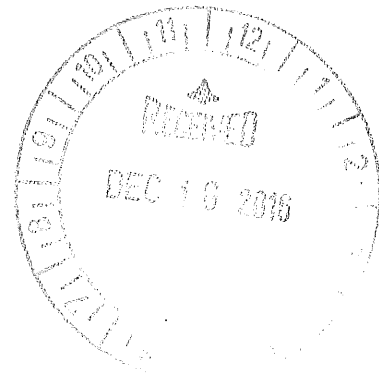
Oneida County has a considerable investment and owns the software that maintains the tax collection and general receipts systems in the Oneida County Finance Department. Those programs are supported using the UniSys MAPPER and Windows-based Business Information System (BIS) applications. Oneida County is in need of support assistance with its Business Information Systems (BIS/MAPPER), including the design integrations pertaining to Web applications. The professional services requested are from a firm that is a New York State registered company that can supply the software utilities for enabling ASP.Net and Business Information Services integration, and is the sole source developer of these software utilities. These utilities are in use today in New York City and the Upper Mohawk Valley Regional Water Authority.

After your review, please forward this to the Board of Legislators for their approval at your earliest opportunity.

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC/bad



cc: Peter M. Rayhill, County Attorney

Oneida Co. Department: FINANCE

Competing Proposal _____
Only Respondent _____
Sole Source Prof. X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

SNUG INFORMATION TECHNOLOGY, INC.
23 Oxford Road
New Hartford, New York 13413

Title of Activity or Service:

BIS/MAPPER SUPPORT and DESIGN INTEGRATIONS
PERTAINING TO WEB APPLICATIONS

Proposed Dates of Operation:

Starts upon execution.
Oneida County can terminate this S.O.W. with ten (10) days written notice.

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

Perform BIS tasks, and ASP.Net and Business Information Services integration, as defined by the County. Perform BIS/Mapper tasks defined by County PM

2) Program/Service Objectives and Outcomes

SNUG INFORMATION TECHNOLOGY INC is an experienced BIS consultant, capable of to performing the following tasks necessary to the Department: ASP.Net and Business Information Services integration and support; installation, implementation, configuration, testing and training on ASP.Net sites; other related BIS and/or ASP.Net related services and emergency tasks.

3) Program Design and Staffing –

N/A

Total Funding Requested:

Account # **A1311.195**
 A1311.492
 A1312.492

Hourly rate \$100.00/hour
Amount expended shall
Be within the total Finance Budget appropriation

A1313.492

A1314.492

Oneida County Dept. Funding Recommendation: Finance

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Cost Per Client Served: N/A

Past Performance Data:N/A

O.C. Department Staff Comments:

- New York State Registered Company.
- Specialized professional with experience developing applications in BIS
- Includes experience in C# .Net, ASP
- Provider to New York City and the Upper Mohawk Valley Regional Water Authority

Oneida County Finance Department

BIS Support and BIS/ASP.Net integration Statement of Work

June 2016

Prepared for:

Anthony Carvelli
Oneida County Finance Department
Oneida County Office Building
800 Park Avenue
Utica, New York 13501
Phone: (315) 798-5750
Email: acarvelli@ocgov.net

Submitted in confidence by:

SOG Information Technology Inc
23 OXFORD ROAD
NEW HARTFORD
NEW YORK 13413

Confidential Information

The information (data) contained on all sheets of this document signifies confidential information of SNUG INFORMATION TECHNOLOGY, INC. Recipients acknowledge the disposition of this document is proprietary to SNUG INFORMATION TECHNOLOGY, INC., and agree to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents, unless otherwise authorized by SNUG INFORMATION TECHNOLOGY, INC., in writing. Recipients of this document will not knowingly make this document or the information contained herein available, in whole or in part, to current or potential competition to or competitors of SNUG INFORMATION TECHNOLOGY, INC., or to other organizations unrelated to recipients.

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1. Introduction

This Statement of Work (SOW) presented by SNUG INFORMATION TECHNOLOGY, INC., defines the scope of services to be provided to the Oneida County Finance Department (Oneida County / County) which is requesting support assistance with Business Information Systems (BIS) applications.

2. Commencement Date and Term

In consideration for Oneida County's payment of the fees set forth in Section 5 below, SNUG INFORMATION TECHNOLOGY, INC., shall provide services pursuant to this SOW commencing when requested after receiving signed/or e-mailed SOW instructions from the County Project Manager (PM) who shall be the Commissioner of Finance.

3. Services and Deliverables

Most services outlined in the In-Scope section of this SOW will be performed by SNUG INFORMATION TECHNOLOGY, INC., resource(s) off-site from remote SNUG INFORMATION TECHNOLOGY, INC locations in order to eliminate travel costs. Services requiring travel will be approved by the County under the scope of this agreement. Some assignments, whether including travel or not, may be by fixed fee purchase orders, as agreed between SNUG INFORMATION TECHNOLOGY, INC. and the County PM., while other may completed by invoice re: defined scope of work and man hours involved as agreed between SNUG INFORMATION TECHNOLOGY, INC. and the County PM., as best determined by the County PM.

3.1. In Scope

SNUG INFORMATION TECHNOLOGY, INC will provide the services of an experienced BIS consultant(s) to perform the following BIS tasks, including but not necessarily limited to ASP.Net and Business Information Services integration:

Snug Software Utilities for interfacing Business Information Server and ASP.Net and support services:

- Supply of software utilities for enabling ASP.Net and Business Information Services integration including consultancy to customize the solution and train users in its use (Note: SNUG INFORMATION TECHNOLOGY, Inc., is the developer, and sole source of these software utilities). The County PM agrees that the cost of SNUG Software Utilities for interfacing Business Information Server and ASP.Net which will include 2 years support services equals \$3,000.00.

Support services include:

- Telephone and e-mail support.
- Detect faults and correct to bring the products into conformity with written specifications.
- Functional and performance enhancements to the products that our company may release from time to time.

The two years support will run from software delivery which would be at the start of development. The license to use is indefinite.

Consultancy:

Statement of work for the consultancy provided will include:

- Installation and implementation.
- Configuration, Testing, and Adjustment.
- Training and consulting in implementing ASP .Net web sites using Business Information Server as the data provider.

BIS and/or ASP.Net Related Services:

- Analyze change requests for scope of work, runs needing changes, new runs needed and data changes required. Share scope of effort and approximate man hours needed for effort with County PM for approval. Create, develop, program/code and related work approved by County PM.
- Provide testing of new and modified runs.
- Review and update BIS and ASP.Net run documentation where/if necessary.
- Serve in support/backup role and troubleshoot new and existing runs as requested by County PM.
- Provide training/advice to County employees as requested and approved by County PM.
- Work closely with current personnel when appropriate and approved by County PM.
- Program & other documentation as required provided to support work if/when necessary, or requested.
- Final work products: all work products will be the sole and exclusive property of Oneida County. Service provider retains no rights to use the work products and agrees not to challenge the validity of Oneida County's ownership in the work products.

Emergency Tasks:

- Any emergency tasks as determined by the County PM will be provided within 48 hours. General BIS and/or ASP.Net support will be provided as soon as possible based on available man hours.

3.2. Out-of-Scope

Any work that is not specifically related to Oneida County's BIS environment or the Oneida County Finance Department's other applications, including RPS V4 for example, but not necessarily limited to integrations thereof: SNUG INFORMATION TECHNOLOGY, INC., will address alterations to the scope of this SOW through formal written change request or addendum to this SOW.

4. Responsibilities

The chart below identifies the primary roles and responsibilities of the SNUG INFORMATION TECHNOLOGY, INC. consultants and the Oneida County's personnel.

4.1. SNUG INFORMATION TECHNOLOGY, INC. - Responsibilities

SNUG INFORMATION TECHNOLOGY, INC. will assign experienced BIS consultants to this SOW who have the expertise to complete the tasks outlined in the In-Scope section of this SOW.

Table 1: SNUG INFORMATION TECHNOLOGY, INC. - Responsibilities

ROLE	Project Responsibilities
BIS/ASP.Net Consultant(s)	<ul style="list-style-type: none"> • Perform BIS tasks, and ASP.Net and Business Information Services integration, as defined by the County. • Maintain confidentiality and security of any and all information and data accessed on Oneida County's

	<ul style="list-style-type: none"> network. Maintain confidentiality and security of any and all information and data copied to SNUG INFORMATION TECHNOLOGY, INC.'s off-site system.
--	--

4.2. Client Responsibilities

The chart below identifies the primary roles and responsibilities of Oneida County resources assigned to this project.

Table 2: Oneida County Responsibilities

ROLE / Project Area	Project Responsibilities
Project Manager	<ul style="list-style-type: none"> Establishes tasks and monitors the progress and direction of the project. Facilitates issue resolution and change management. Provides a mechanism for resolution of critical decisions associated with each project typically within two business days. Provides timely access to necessary documentation and appropriate Oneida County staff members. Provides material required by SNUG INFORMATION TECHNOLOGY, INC. prior to the start of the task at hand.
Technical Resources	<ul style="list-style-type: none"> Provides access to the Oneida County In-scope programs, if necessary. Provides VPN access to the BIS Server. Allows SNUG INFORMATION TECHNOLOGY, INC. to copy the in-scope runs and database to an off-site system for development. Provides access to one or more Finance personnel. Executes acceptance tests on the modified runs and tables. May copy the modified runs and tables to the production BIS site, but only as directed by the County PM.

5. Payment

The parties agree that services performed under this SOW may be billed based on (i) a fixed fee; (ii) an hourly rate; or (iii) a combination of fixed fee and hourly rate. The parties shall mutually agree how a project will be billed prior to commencement of the project. All requests for payment by SNUG INFORMATION TECHNOLOGY, INC. shall be made on a properly completed Oneida County voucher, with any documentation requested by Oneida County attached thereto.

5.1. Fixed Fee Billing

When the parties have agreed that a project will be completed based upon a fixed fee, the parties shall negotiate and mutually agree to the fixed fee to be charged. Upon mutual agreement to the fixed fee, a purchase order shall be issued and work by SNUG INFORMATION TECHNOLOGY, INC. shall commence.

5.2. Hourly Rate Billing

When the parties have agreed that a project will be completed based upon an hourly rate, the parties shall negotiate and mutually agree to the hourly rate(s) to be charged, which shall not exceed \$100.00 per hour, and any other expenses that SNUG INFORMATION TECHNOLOGY, INC. will be entitled to bill to the County. Upon mutual agreement to the hourly rate(s) and allowable expenses, work by SNUG INFORMATION TECHNOLOGY, INC. shall commence, and an invoice detailing all hours worked and allowable expenses claimed shall be submitted at the conclusion of work.

5.3. Combination of Fixed Fee and Hourly Rate Billing

When the parties have agreed that a project will be completed based upon a combination of a fixed fee and an hourly rate, the parties shall negotiate and mutually agree to those portions that will be performed under the fixed fee and the fixed fee to be charged; and those portions that will be performed under the hourly rate(s) and the hourly rate(s) to be charged, which shall not exceed \$100.00 per hour, and any other expenses that SNUG INFORMATION TECHNOLOGY, INC. will be entitled to bill to the County. Upon mutual agreement to the fixed fee, hourly rate(s) and allowable expenses, a purchase order shall be issued for those fixed fee portions, work by SNUG INFORMATION TECHNOLOGY, INC. shall commence, and an invoice detailing all hours worked and allowable expenses claimed for those hourly rate portions shall be submitted at the conclusion of work.

6. SOW Termination

Oneida County can terminate this SOW with ten (10) days written notice. If either the Oneida County or SNUG INFORMATION TECHNOLOGY, INC. terminates the SOW prior to the end date, Oneida County is responsible for all outstanding invoices (work satisfactorily completed- only as approved and authorized for payment by Oneida County in accordance with County procedures), up to and including termination date.

7. Governing Law and Venue

This agreement and any action related thereto will be governed, controlled, interpreted and defined by and under the laws of the state of New York, without giving any effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and contained to the personal jurisdiction and venue in the state of New York for the county in which Oneida County’s principal place of business is located.

8. Warranties, Limitation of Liability

SNUG INFORMATION TECHNOLOGY, INC. represents and warrants that:

- a. It has all authority, licenses, permits, and approvals necessary to enter into and perform under this agreement, and will fully comply with all laws and regulations in performing the consulting services hereunder;
- b. The consulting services will be performed in a timely and professional manner consistent with industry standards, provided that SNUG INFORMATION TECHNOLOGY, INC. has no liability whatsoever for any costs, damages or losses arising from the provision of any services or deliverables hereunder.
- c. The remedy for any breach of warranty will be, at the County’s option, re-performance of the consulting services, or termination of the applicable SOW and return of the portion of the fees paid to SNUG INFORMATION TECHNOLOGY, INC., by the County;
- d. SNUG INFORMATION TECHNOLOGY, INC. is under no contractual or other restrictions or obligations which are inconsistent with the execution of this agreement, or to SNUG INFORMATION TECHNOLOGY, INC.’s best knowledge which will interfere with its performance under this agreement.

9. Contact Persons

The primary contact for SNUG INFORMATION TECHNOLOGY, INC., on this SOW shall be:

Name: Jeremy Branscombe
 Title: President
 Address: 23 Oxford Rd., New Hartford, New York 13413
 Phone: 315-316-2577
 NYS DOS#: 4180105
 Email: Jeremy.Branscombe@SnugIT.eu

The primary contact for Oneida County on this SOW shall be:

Name: Anthony Carvelli
Title: Commissioner, Oneida County Finance Department
Address: 800 Park Avenue, Utica, New York 13501
Phone: 315-798-5750
FAX: (315) 735-8371
Email: acarvelli@ocgov.net

10. Execution of SOW

This SOW may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all parties need not sign the same counterparts.

The exchange of copies of this SOW and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

FN 20 17-012

November 21, 2016

PUBLIC WORKS

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

WAYS & MEANS

Re: Termination of Solar Power Services Agreement with CJ Solar 2, LLC for Facility at 6065 Judd Road, Oriskany, New York

Dear County Executive Picente:

Enclosed, please find the proposed "Agreement Terminating Prior Solar Power Services Agreement" between the County and CJ Solar 2, LLC, which proposes to terminate the power purchase agreement entered into for construction of a solar array at 6065 Judd Road, Oriskany, New York. In early 2016, the County was advised that CJ Solar 2, LLC would not construct the array at that location, and they sought County agreement to construct the facility in Lisbon, New York, located in St. Lawrence County. The County declined to have the facility constructed there, and CJ Solar 2, LLC declined to look for an alternative location in or around Oneida County. As such, it is necessary to terminate the existing agreement.

No funds have been paid to CJ Solar 2, LLC as a result of the original agreement, and pursuant to the terms of this termination, no funds will be paid. In addition, CJ Solar 2, LLC has waived any claim for damages against the County.

If the enclosed meets with your approval, I respectfully request that you forward the same to the Board of County Legislators for consideration at their next meeting.

Sincerely,



Amanda Lynn Cortese
Special Assistant County Attorney
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 11-22-16

Oneida Co. Department County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of Organization: CJ SOLAR 2, LLC
1460 Broadway
New York, New York 10036

Title of Activity or Services: Termination of Solar Power Services Agreement

Proposed Dates of Operations: Effective upon execution

Client Population/Number to be Served: N/A

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Termination of Solar Power Services Agreement as CJ Solar 2, LLC has indicated they will not build the solar array at 6065 Judd Road, Oriskany, New York; the County declined the alternate location in Lisbon, New York (St. Lawrence County); and the parties were unable to find a mutually agreeable location in or around Oneida County.

2). Program/Service Objectives and Outcomes:

Terminates all obligations and ensures no payments become due and owing from Oneida County. CJ Solar 2, LLC waives any claim for damages against Oneida County.

3). Program Design and Staffing Level: N/A

Total Funding Requested: N/A

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Source (Federal \$ /State \$ / County \$): N/A

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: Recommended to terminate the agreement to best protect the County.

AGREEMENT TERMINATING PRIOR
SOLAR POWER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____,

20_____ between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "COUNTY"), through the Oneida County Sheriff's Office with offices at 6065 Judd Road, Oriskany, New York, and CJ SOLAR 2, LLC, a Delaware limited liability company, d.b.a. BORREGO SOLAR SYSTEMS, INC., a corporation with offices at 1460 Broadway, New York, New York 10036 (hereinafter referred to as "BORREGO"),

WITNESSETH:

WHEREAS, the COUNTY and BORREGO previously entered into a "Solar Power Services Agreement" relative to a proposed solar facility to be located at 6065 Judd Road, Oriskany, New York with an effective date of January 15, 2015 (COUNTY contract no. 015341), a copy of which is annexed hereto as Exhibit A; and

WHEREAS, in or around December 2015, BORREGO indicated to COUNTY that they were either unable or unwilling to proceed in building the facility at 6065 Judd Road, Oriskany, New York; and

WHEREAS, the parties are unable to mutually agree upon an alternate location for the proposed solar facility;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. The "Solar Power Services Agreement" (Exhibit A) relative to a proposed solar facility to be located at 6065 Judd Road, Oriskany, New York with an effective date of January 15, 2015 entered into between COUNTY and BORREGO is hereby terminated by mutual agreement of the parties.

2. Each party releases against the other all obligations contained in the January 15, 2015 Agreement (Exhibit A), and further releases the other from any and all claims, including but not limited to any claims of loss, they may have, now or in the future, against the other, in connection with said Agreement (Exhibit A).

3. No sum of money is due and owing from either party to the other, nor shall any sum of money become due and owing in the future from one party to the other in connection with the January 15, 2015 Agreement (Exhibit A).

4. BORREGO shall fully indemnify, defend and save harmless COUNTY from and against any and all costs, claims and expenses incurred by COUNTY in connection with or arising from any

claim by a third party as a result of the termination of the January 15, 2015 Agreement (Exhibit A), including, but not limited to claims from any third party investors secured by BORREGO in connection with the proposed facility to be located at 6065 Judd Road, Oriskany, New York, or at the substitute facility proposed by BORREGO, and rejected by COUNTY, to be located at 583A Five Mile Line Road, Lisbon, New York.

5. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date respectively stated.

CJ SOLAR 2, LLC
1115 SOLAR DEVELOPMENT, LLC, ITS SOLE MEMBER AND MANAGER
AND
BORREGO SOLAR SYSTEMS, INC., ITS SOLE MEMBER AND MANAGER

By: _____
William Bush
Chief Financial Officer

Date: _____

COUNTY OF ONEIDA

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

Date: _____

Approved

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT A

SOLAR POWER SERVICES AGREEMENT

between

CJ SOLAR 2 LLC,
a Delaware limited liability company
("Provider"),

and

ONEIDA COUNTY SHERIFF'S OFFICE,
a New York municipal corporation
("Customer"),

01/15/2015
(the "Effective Date")

for the

895 KW JUDD ROAD SOLAR SYSTEM

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SCHEDULES AND EXHIBITS

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SOLAR POWER SERVICES AGREEMENT

THIS SOLAR POWER SERVICES AGREEMENT (this "Agreement") is made effective as of January 15, 2015 (the "Effective Date"), between/among CJ SOLAR 2 LLC, a Delaware limited liability company ("Provider"), and ONEIDA COUNTY through its' SHERIFF'S OFFICE, a New York State municipal corporation ("Customer"). Provider and Customer are sometimes referred to individually as a Party and collectively as the Parties.

BACKGROUND

WHEREAS, Customer owns, directly or indirectly, the Property (as hereafter defined);

WHEREAS, Provider has an easement at the Property;

WHEREAS, Customer desires that Provider install, maintain, own and operate at the Property a solar photovoltaic system (the "System") for the purpose of providing Solar Services (as hereafter defined) to Customer, and Provider is willing to undertake and to provide the same;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Production" means for any period, the actual net electrical production, in kWh, of the System.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person.

"Agreement" means this Solar Power Services Agreement, including the Schedules and Exhibits attached hereto.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 12.3.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized by Applicable Law to be

closed for business.

"Claim Notice" has the meaning set forth in Section 13.3.

"Commercial Operation Date" means the date on which the System is ready for commercial operation after required testing.

"Confidential Information" has the meaning set forth in Section 14.2.

"Customer" has the meaning set forth in the preamble hereof.

"Customer Default" has the meaning set forth in Section 9.2(a).

"Customer Hazardous Materials" has the meaning set forth in Section 5.7(a).

"Delivery Point" means the point of delivery of the Solar Services, which shall be at the Meter.

"Dispute" has the meaning set forth in Section 10.1.

"Early Termination Date" has the meaning set forth in Section 7.1.

"Early Termination Fee" shall mean the sum of (i) the amount specified for the applicable year of commercial operation on Schedule 4, (ii) the value, if any, of any tax benefits subject to loss or recapture because of the early termination prior to the end of the sixth year of commercial operation, (iii) all reasonably incurred costs, if any, (including liquidated damages, termination fees or penalties, to the extent such liquidated damages, termination fees or penalties are commercially reasonable under the circumstances) associated with the termination of any other agreements associated with the System (such as third-party contractor agreements, arrangements with the Local Electric Utility or Environmental Attribute sale agreements), and (iv) the costs, if any, of dismantling, packing, removing and transporting the System and restoring the Site to its original condition, ordinary wear and tear excepted.

"Basement" has the meaning set forth in Section 4.1(a).

"Effective Date" has the meaning set forth in the preamble hereof.

"Environmental Attributes" means all products of the System other than electricity, including but not limited to carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, tax credits, emissions allowances, green tags, tradable renewable credits and Green-e® products.

"Environmental Law" means all laws of any Governmental Authority having jurisdiction over any Property addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing.

"Expiration Date" has the meaning set forth in Section 7.1.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is

neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the System and advances in solar technology and the commercial benefits that Provider may be able to derive from the System, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means any third-party entity providing debt or equity financing to Provider with respect to a System, including any investor pursuant to a sale/leaseback transaction.

"Force Majeure Event" has the meaning set forth in Section 9.3.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government including, without limitation, any governmental or quasi-governmental entity

"Hazardous Materials" means any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated, restricted or addressed by or under any Applicable Law.

"Indemnified Party" has the meaning set forth in Section 13.3.

"Indemnifying Party" has the meaning set forth in Section 13.3.

"Initial Term" has the meaning set forth in Section 7.1.

"Insolation" means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

"Interconnection Point" has the meaning set forth in Section 6.5.

"kWh Rate" has the meaning set forth in Section 3.1.

"Liens" has the meaning set forth in Section 6.6.

"Local Electric Utility" means the local electric distribution system providing interconnection services for a System or electric service to Customer at a specific Property.

"Lost Provider Revenues" means, for any period during which the System is not in operation or prevented from delivering energy to the Delivery Point, an amount equal to the sum of: (i) payments that Customer would have made to Provider hereunder for electric energy that would have been produced by the System during such period (based upon historical production data or as otherwise reasonably calculated by Provider); and (ii) revenues from Environmental Attributes, Tax Attributes and/or under the Rebate program that Provider would have received with respect to

electric energy that would have been produced by the System during such period.

"Meter" has the meaning set forth in Section 5.5.

"NYSERDA" means New York State Energy Research and Development Authority.

"NYSERDA Program" means the NYSERDA PON 2956 - NY-Sun Competitive PV Program.

"Option Price" has the meaning set forth in Section 7.4.

"Party" or "Parties" means Provider or Customer.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm or other entity, or a Governmental Authority.

"Property" means the premises described in Schedule 1.

"Provider" has the meaning set forth in the preamble hereof.

"Provider Default" has the meaning set forth in Section 9.1(a).

"Provider Hazardous Materials" has the meaning set forth in Section 5.7(c).

"Purchase Option Date" shall mean each of the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date.

"Quarterly Period" means the period beginning on the first day of each of January, April, July and October of each year during the Term.

"Rebates" shall mean any and all rebates, incentives, payments, credits or other funding offered for the development of photovoltaic systems by utility, Governmental Authority or other Person.

"Renewal Term" has the meaning set forth in Section 7.1.

"Site" has the meaning set forth in Section 4.1(a).

"Site Plan" means, for each System, a plan depicting the locations within and upon the Property of System components, including interconnection arrangements and access points, as revised by final as-built drawing(s) and subsequent revisions depicting any System alterations, and incorporated in Schedule 2 hereto.

"Solar Services" means the supply of on-site net electrical output in kWh (AC) from the System to Customer.

"Solar Services Payment" has the meaning set forth in Section 3.1.

"Stated Rate" means a rate per annum equal to the lesser of (a) ten percent (10%) or (b) the maximum rate allowed by Applicable Law.

"System" means an integrated ground-mount assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects,

combiners, switches, wiring devices and wiring and interconnections with the Local Electric Utility, as more specifically described in Schedule 2.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under the Internal Revenue Code or Applicable Law available as a result of the ownership and operation of the System or the output generated by the System (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated and/or bonus depreciation.)

"Term" has the meaning set forth in Section 7.1.

ARTICLE II. DELIVERY OF SOLAR SERVICES

2.1 Purchase Requirement. Customer agrees to purchase one hundred percent (100%) of the Solar Services of the System during the Term at the kWh Rate whether or not. Customer is able to use all such Solar Services. The purchase of Solar Services hereunder does not include Environmental Attributes, Rebates or any other attributes of ownership of the System, title to which shall rest solely with Provider.

ARTICLE III. PRICE AND PAYMENT.

3.1 Consideration. Customer shall pay to Provider a quarterly payment (the "Solar Services Payment") for the Solar Services delivered to Customer from each System during each Quarterly Period. For any such Quarterly Period, the Solar Services Payment shall be equal to the sum of (a) and (b), where (a) is the product of the Actual Production and relevant kWh Rate, as specified in Schedule 3, and (b) is any Lost Provider Revenues due pursuant to the terms of this Agreement, together with all reimbursements due pursuant to Section 6.2 and Section 6.4 hereof. Provider shall invoice Customer on a calendar quarter basis following each Quarterly Period. The first invoice shall include any production that occurred prior to the initial invoice date, including any test energy as provided in Section 5.3 below. The last invoice shall include production only through the Expiration Date. Customer shall pay any Solar Services Payment Invoice within thirty (30) days of receipt thereof.

3.2 Method of Payment. Customer shall make all payments under this Agreement by electronic funds transfer to the account designated by Provider. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

3.3 Payment Disputes. If Customer objects to all or a portion of an invoice, it shall, on or before the date payment is due, provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Customer does not object prior to the date a payment is due, it shall be obligated to pay the full payment amount without prejudice to its right to subsequently dispute such amount; provided, however, that Customer may not object to any invoice more than twelve (12) months after the date on which such invoice was provided to Customer.

3.4 Change in Law. If there is any change in Applicable Law subsequent to the Effective Date that results in a direct and material change in Provider's costs to provide the Solar

Services, Provider shall promptly submit to Customer a written notice setting forth (i) the citation of the change in Applicable Law, (ii) the manner in which such change materially increases Provider's costs to provide the Solar Services, and (iii) Provider's proposed adjustment to the kWh Rates to reflect such material changes in Provider's costs. Customer agrees to negotiate a commercially reasonable adjustment in the kWh Rates with Provider, such that the new kWh Rates effectively compensate Provider for the cost increase related to the change of Applicable Law.

ARTICLE IV. EASEMENT AND ACCESS RIGHTS

Article IV applicable to Systems located on property controlled by the Customer. For Systems located on property owned by an entity other than the Customer or the Provider, a separate lease agreement will be entered into.

4.1 Easement and Related Rights.

- (a) Easement. Customer hereby grants to Provider, and Provider hereby accepts from Customer in accordance with the terms hereof an exclusive easement (the "Easement") over those portions of the Property useful for locating solar electric generation facilities, including interconnection and metering facilities (each, a "Site") for the sole purposes of installing, operating and maintaining the System and uses ancillary thereto. The initial Site Plan for each System is attached hereto within Schedule 2, and such initial Site Plan for each System will be replaced with an updated Site Plan that reflects final as-built arrangements, to be provided by Provider after completion of each System. The grant of the Easement shall be effective upon Provider's acceptance of the Easement by written notice to Customer after having conducted the Phase I or other environmental studies referenced in the first sentence of subsection (viii) below, which studies Customer permits Provider to conduct at any reasonable time upon reasonable notice after the Effective Date. The Easement granted herein (i) includes an easement to receive unobstructed sunlight and (ii) shall survive for a period of one hundred eighty (180) days following the expiration or termination of this Agreement and the easement shall then terminate at such time. Without limiting the generality of the foregoing, and subject to the Provider covenants set forth herein, Provider shall have, subject to the limitations contained in this Agreement, the exclusive right to access and utilize each Site, and otherwise shall hold the following exclusive rights and privileges:

- (i) The right to develop, erect, construct, install, replace, repair, relocate, remove, maintain, operate, and use, from time to time, the System, underground and above-ground electrical transmission and communications lines related to the operation of the System, electric transformers, telecommunications equipment, meteorological towers and weather/solar measurement equipment, and related and reasonably necessary facilities and equipment;
- (ii) The right to capture and to convert any or all of the solar resources of each Site;
- (iii) The right to investigate the potential of solar energy conversion including, but not limited to, conducting environmental and paleontological studies, soil tests, and studies of solar intensity and other meteorological data and geological studies, and other studies as may be required in connection with permitting the System;
- (iv) The right to develop, erect, construct, install, replace, repair, relocate, remove, maintain, operate, and use the following from time to time in connection with the System, as is reasonably necessary for the operation and maintenance of improvements on the Site and other properties used in connection with improvements: a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables;
- (v) The right of pedestrian and vehicular ingress, egress, and access over and across of the Site by means of roads and lanes thereon if existing, or otherwise by such roads, structure, route or routes as Provider may construct or improve from time to time, said construction or improvement to be subject to the written consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed;
- (vi) The right of subjacent and lateral support to whatever is reasonably necessary for the operation and maintenance of improvements on the Site and other properties used in connection with improvements, including, without limitation, guy wires and supports;
- (vii) The right to grade, level, fill, clear and replant ground; and to use on-site sand, gravel, caliche or other materials suitable for road cover solely to construct the System and related facilities on the Site, all to the extent permitted by law;
- (viii) The right to enter upon the Site and to conduct Phase 1 and other environmental studies or audits of the Site, including the air, soil, and water in and about the Site, at reasonable times and upon reasonable notice; and

- (ix) The right to undertake any other activities, whether accomplished by Provider or a third party authorized by Provider, that are reasonably necessary to accomplish any of the purposes or uses of the Agreement set forth above.
- (b) Access to Site. Customer hereby grants to Provider, together with its agents, employees and contractors, a non-exclusive easement and right of way (appurtenant to the exclusive Site access rights) to access each Site across or through the Property and any surrounding or nearby lands or buildings owned or leased by Customer, as may be reasonably required from time to time for (i) Site preparation and System construction, installation, operation, maintenance, repair, replacement and removal of the System; and (ii) compliance by Provider of its obligations hereunder. Customer shall provide sufficient space on each Property from time to time (and to the extent available) for the temporary storage, laydown and staging of tools, materials and equipment, the parking of construction crew vehicles and temporary construction trailers and facilities, and rigging. Customer shall compensate Provider for any Lost Provider Revenues associated with any period in which Provider is denied access in accordance with the provisions of this Article 4.
- (c) Use of Rights. Provider shall utilize the rights granted hereunder in a manner that minimizes inconvenience to and interference with Customer and use of the Property by Customer's guests and invitees, tenants, licensees or other visitors to the extent commercially practical.

4.2 Rent. Apart from the provision of Solar Services, and the sum of One Dollar (\$1.00) declared in hand, no other rent shall be due from Provider hereunder.

4.3 Removal of System. Except as otherwise provided in Section 7.3, Section 7.4, and Section 9.2, upon the Expiration Date or an Early Termination Date under Section 7.2, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Property on mutually convenient dates. Each Site shall be returned to its condition immediately prior to the installation of the System, except for System mounting pads or other support structures (which may be left in place with the written consent of Customer) and ordinary wear and tear and without any obligation to replant trees or shrubs. If Provider fails to remove or commence substantial efforts to remove the System by the agreed upon date, Customer shall have the right, at its option, to remove the System to a public warehouse and restore the Property to its original condition (other than ordinary wear and tear), all at Provider's cost.

4.4 Third Party Consents/Recording. At Provider's request from time to time, Customer will deliver, and cause any Property owner, tenant, mortgagee or other Property interest holder to deliver, such acknowledgments, consents, estoppels, fixtures, non-disturbance agreements and other agreements as Provider or its Financing Party may reasonably require to confirm and insure satisfactory title and priority of security in and to the System and the rights granted hereunder. Customer covenants that it will notify Provider in writing if any third party obtains an interest in the Property or the Site including, without limitation, any lenders to Customer or holders of any liens or encumbrances on the Property. Either Party may record a memorandum of this Agreement, substantially in the form attached hereto as Schedule 5, in the registry or title records of the county or counties where the Property is located or other applicable government office. Provider may file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate in order to protect its rights in each System or in connection with the grant of security interest in the System.

ARTICLE V.
CONSTRUCTION AND OPERATION.

5.01 Development. Customer consents to the construction, installation, maintenance and periodic alteration and replacement of System by Provider on the Property, including without limitation solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. Customer shall provide Provider with available electric and structural plans of the Property, and otherwise assist and cooperate with Provider on a timely basis to obtain all permits, approvals (including Local Electric Utility approvals and interconnection and metering arrangements) and authorizations required to install, interconnect, operate and maintain the System. Local Electric Utility approval and interconnection costs are the responsibility of Provider.

5.2 Installation. Provider shall cause each System to be designed, engineered, installed and constructed substantially in accordance with the terms of this Agreement and Applicable Law. Prior to a System installation, Customer shall have the right to review and approve the Site Plan for such System. Such Customer review and approval shall not be unreasonably withheld, denied, conditioned or delayed. Customer shall approve or disapprove such Site Plan within ten (10) business days of receipt from Provider. Provider will provide at least ten (10) days prior written notice to Customer of the commencement of any Site preparation work.

5.3 Testing. Provider shall conduct such testing of each System as may be required by the Local Electric Utility and Applicable Law. Provider shall notify Customer of the results of any such testing, and the date that each System achieves its Commercial Operation Date. Customer will purchase all test energy under the terms of this Agreement whether such test energy is produced before or after the Commercial Operation Date.

5.4 Operations. Each System shall be owned, operated, maintained and repaired by or for Provider at its sole cost and expense, and in a manner consistent with Applicable Law and good industry practices. Customer shall properly maintain, pay for and provide access to the necessary phone, computer, or other communication lines necessary to permit Provider to record the electrical output of the System for the entire Term. Provider and Customer shall each designate personnel and establish procedures such that each Party may provide timely notice of any emergency conditions that might reasonably be expected to affect the other Party's property. For routine and emergency repairs, the Parties shall contact the persons set forth below:

For Customer:

Sheriff Robert M. Maciol
Oneida County Sheriff's Office
6075 Judd Rd., Oriskany, NY 13424
315-765-2200
rmmaciol@oneidacountysheriff.us

With copy to:

Peter M. Rayhill, Esq, County Attorney
County of Oneida
800 Park Ave., Utica, NY 13501
315-798-5910

prayhill@ocgov.net

For Provider Manager:

Matt Murphy
Director of Operations & Maintenance
Borrego Solar Systems, Inc.
1115 Westford Street
Second Floor
Lowell, MA 01851
(978) 513-2608 (work)
(617) 820-8885 (mobile)
mmurphy@borregosolar.com

With copy to:

Borrego Solar Systems, Inc.
360 22nd St, Suite 600,
Oakland, CA 94612
Attn: General Counsel

5.5 Metering. Provider shall install, own and maintain a revenue-grade kilowatt-hour meter ("Meter") on the Property for the measurement of Actual Production provided to Customer from the System on a continuous basis. Provider shall test the Meter in compliance with the manufacturer's recommendations. Once per calendar year, Customer shall have the right to audit all such Meter data upon reasonable notice, and any such audit shall be at Customer's sole cost. Customer shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations. If testing of the Meter pursuant to the foregoing indicates that the Meter is in error by more than two percent (2%), then Provider shall promptly repair or replace the Meter. Provider shall make a corresponding adjustment to the records of the amount of Actual Production based on such test results for (a) the actual period of time when such error caused inaccurate meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if the actual period cannot be so determined, then an estimated period equal to one-half (1/2) of the period from the later of (i) the date of the last previous test confirming accurate metering or (ii) the date the Meter was placed into service.

5.6 Outages. Provider shall be entitled to suspend delivery of Actual Production to the Property for the purpose of testing, maintaining, replacing and repairing the System and such suspension of service shall not constitute a breach of this Agreement; *provided that* Provider shall use commercially reasonable efforts to minimize any interruption in service to Customer. Provider shall not have any obligation to reimburse Customer for costs of purchasing energy that would have been produced by the System but for such suspension.

5.7 Hazardous Materials.

- (a) Customer Hazardous Materials. Provider shall not be responsible for any Hazardous Materials encountered at the Site, which were not introduced to the Site by Provider ("Customer Hazardous Materials"). Customer shall indemnify and hold harmless Provider from any costs or expenses (including reasonable attorneys' fees) incurred by Provider due to the presence of Customer Hazardous Materials on the Site. Upon encountering any materials that Provider suspects may constitute Customer Hazardous Materials, Provider may suspend work in the affected area until such materials are

properly remediated by Customer as provided below, and any such suspension shall act to toll day for day any deadline applicable to Provider hereunder.

- (b) Customer Remediation. Customer may opt to remediate the Customer Hazardous Materials that violate Applicable Law so that the System may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Customer Hazardous Materials, in which case (a) this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other with respect to the System except as provided in this Section, and (b) Customer shall reimburse Provider for all expenses reasonably incurred by Provider in the design and installation of the System prior to the discovery of the Customer Hazardous Materials and in demobilizing and decommissioning the System after the discovery of the Customer Hazardous Materials.
- (c) Provider Hazardous Materials. Notwithstanding anything herein to the contrary, Customer is not responsible for any Hazardous Materials introduced to the Site by Provider ("Provider Hazardous Materials"). Provider shall indemnify and hold harmless Customer from any costs or expenses (including but not limited to costs and expenses of remediation and reasonable attorneys' fees) incurred by Customer due to the presence of Provider Hazardous Materials on the Site. Upon encountering any materials that Customer suspects may constitute Provider Hazardous Materials, Customer may suspend any and all payments to Provider until such materials are properly remediated by Provider, and any such suspension shall act to toll day for day any deadline applicable to Customer hereunder.

5.8 Customer Electricity. During the Term, Customer shall make available to Provider at no charge electricity from the Local Electric Utility service at the Property for the purposes of constructing, installing, repairing, maintaining and removing the System, and otherwise to meet parasitic load during System non-generation periods.

5.9 Site Security. Customer will provide security for the System to the extent of its normal security procedures, practices, and policies that apply to the Property. Customer will advise Provider immediately upon observing any damage to the System. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the System, Customer shall, as quickly as reasonably practicable, send a person to observe the condition of the System and report back to Provider on such observations.

5.10 Limits on Obligation to Deliver. Provider does not warrant or guarantee the amount of electric energy to be produced by the System for any hourly, daily, monthly, annual or other period. Provider is not an electric utility or public service company and does not assume any obligations of an electric utility or public service company to supply Customers' electric requirements. Provider is not subject to rate review by any Governmental Authority.

5.11 Back-up and Supplemental Electricity. Customer shall be responsible for obtaining and paying for all of its requirements for back-up energy or supplemental energy in excess of the amounts produced by the System. Provider shall have no obligation to obtain or pay for such back-up or supplemental energy.

5.12 Net Metering & Utility Credits. At any time that electric production from the System is greater than Customer's requirements at such time, Customer shall nevertheless pay Provider for all of the electricity produced by the System at the rates and in the manner provided in this Agreement. Customer may make arrangements so that electricity in excess of Customer's requirements may be delivered to the Local Electric Utility at the

Interconnection Point and Customer shall be permitted to retain any credits or payments from the Local Electric Utility that may be available under net metering or similar programs excluding any such credits or payments to which Provider is entitled pursuant to this Agreement. Provider shall reasonably cooperate with Customer to facilitate Customer's receipt of payments or benefits under such net metering or similar programs and if Provider is deemed to be the owner of any such credits or payments under net metering or similar programs, Provider shall assign the same (or the proceeds thereof) to Customer. If Provider receives any payments in respect of such net metering or similar programs, it shall promptly pay them over to Customer to the extent such payment is permitted under Applicable Law.

5.13 No Resale of Electricity. The energy purchased by Customer from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Provider, which approval shall not be unreasonably withheld, and Customer shall not take any action which would cause Customer or Provider to become an electric utility or public service company.

ARTICLE VI. TITLE TO SYSTEMS.

6.1 Title to System. Provider shall retain title to and be the legal and beneficial owner of each System at all times. Absent further written election by Provider, each System shall (i) remain the personal property of Provider and shall not attach to or be deemed a part of, or fixture to, the Property, and (ii) at all times retain the legal status of personal property as defined under Article 9 of the applicable Uniform Commercial Code. Provider shall be entitled to, and is hereby authorized to, file one or more precautionary UCC Financing Statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the System in order to protect its title to and rights in the System. The Parties intend that neither Customer nor any party related to Customer shall acquire the right to operate the System or be deemed to operate the System for purposes of Section 7701 (e)(4)(A)(i) of the Internal Revenue Code, as amended, and the terms of this Agreement shall be construed consistently with the intention of the Parties. If Provider determines to treat any component of the System as real property, it will seek Customer's consent in writing along with the reasons therefore, and any required third party consents arising by reason of such characterization. Customer shall not unreasonably withhold its consent. Notwithstanding the foregoing, Financing Party may hold title to the System pursuant to a sale/leaseback transaction.

6.2 Ownership of Attributes. As between the Parties, Provider shall retain the exclusive right to take or sell all System products, including electricity, capacity and all Environmental Attributes and Tax Attributes. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes and Tax Attributes, and if is deemed to be the owner of any such Environmental Attributes or Tax Attributes, Customer shall assign the same (or the proceeds thereof) to Provider. Provider shall reimburse Customer for any actual out-of-pocket costs or expenses reasonably incurred in connection with such actions. If Customer receives any payments in respect of such Environmental Attributes or Tax Attributes, it shall promptly pay them over to Provider.

6.3 Ownership of Rebates: Customer Rebate Assistance. All Rebates available in connection with the System are owned by Provider. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Rebates, and if Customer is

deemed to be the owner of such Rebates, Customer shall assign the same to Provider. Provider shall reimburse Customer for any actual out-of-pocket costs or expenses reasonably incurred in connection with such actions. If Customer receives any payments in respect of Rebates it shall promptly pay them over to Provider.

6.4 Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the System. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Customer is deemed to be the owner or provider of such capacity or services, Customer shall assign the same to Provider. Provider shall reimburse Customer for any actual out-of-pocket costs or expenses reasonably incurred in connection with such actions. If Customer receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

6.5 Risk of Loss; Exclusive Control. As between the Parties, Provider will be deemed to be in exclusive control (and responsible for any property damage or injuries to persons caused thereby) of the Actual Production up to but excluding the point where each System is interconnected to Customer's electrical system (the "Interconnection Point") and Customer will be deemed to be in exclusive control (and responsible for any property damage or injuries to persons caused thereby) of the Actual Production at and from the Interconnection Point. Risk of loss related to Actual Production will transfer from Provider to Customer at the Interconnection Point.

6.6 Provider Liens. Provider shall not cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to Customer's interests in the Property or any interest therein other than the rights granted Provider hereunder. Provider will indemnify Customer for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Property. Provider also shall pay promptly any taxes, charges or fees for which Provider is responsible pursuant to Section 6.07 before a fine or penalty may attach to the Property.

6.7 Taxes and Assessments. Provider will pay and be responsible for any sales or use tax imposed with respect to Provider's acquisition and installation of the System. Provider shall not be obligated for any taxes payable by or assessed against Customer based on or related to Customer's income or revenues. Provider shall pay and be responsible for any sales, use, excise, transfer and other similar taxes or assessments levied on the sale or deliveries of the Solar Services hereunder (regardless of whether such taxes or assessments are imposed on Provider or Customer), together with any interest, penalties or additions to tax payable with respect to such taxes or assessments. Customer shall provide Provider with applicable tax exemption documents and shall cooperate with Provider to minimize the impact of any such taxes and assessments. Customer shall be liable for any real property taxes or assessments associated with the Property caused solely as a result of the presence of the System on the Property.

6.8 Insolation. Customer acknowledges that access to sunlight is essential to the value of the rights granted hereunder. Accordingly, Customer shall not voluntarily permit any interference with Insolation on and at the Property. Customer will not construct or permit to be constructed any structure on the Property that would adversely affect Insolation levels, or permit the growth of foliage that could adversely affect Insolation levels. Customer shall compensate Provider for any Lost Provider Revenues associated with any interference with Insolation attributable to Customer hereunder, provided Provider is able to measure and verify said adverse effects pursuant to acceptable industry standards.

6.9 Other Customer Activities. Customer shall not initiate, conduct or permit activities on, in or about the Site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting a System. If Customer determines to undertake activities on the Property that require temporary displacement of any portion of the Site, then it shall provide reasonable prior notice (not less than six months) to Provider, and at Customer's expense, Provider shall disassemble, store and re-assemble the affected portions of the System at a time and in a manner reasonably calculated to accommodate such work. Storage of the System in accordance with the previous sentence shall be on the Property in a location to be designated by Customer, but in the estimation of Provider reasonably suitable for storage of the component pieces of the System. Customer will pay Provider all Lost Provider Revenues with respect to the period of such shutdown.

6.10 Provider Safety Shutdown. In addition to the right of Provider to shut down the System for maintenance or emergency repairs as provided in Section 5.6, Provider may shutdown the System if in the exercise of its reasonable judgment, Provider believes Site conditions or activities of persons on the Site which are not under the control of Provider, whether or not under the control of Customer, may interfere with the safe operation of the System. Provider shall give Customer notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Customer shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the System and to reduce the duration of any shutdown. In the event of such a shutdown, and if said shutdown is caused by the negligence, willful misconduct or breach of this agreement by Customer, Customer shall be deemed to have shut down the System, and shall pay Provider all Lost Provider Revenues with respect to the period of the shutdown. If a shutdown pursuant to this Section 6.12 continues for one hundred and eighty (180) days or longer, and if said shutdown is caused by the negligence, willful misconduct or breach of this agreement by Customer, Provider may terminate this Agreement and require Customer to pay the Early Termination Fee.

6.11 System Relocation. Customer may request to move the System to another location on the Site or to another site owned by Customer, but any such relocation shall be subject to the approval of Provider in its sole discretion. In connection with such relocation, Customer shall execute an amendment to this Agreement reflecting the new location of the System but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Customer shall also provide any consents or releases required by Provider in connection with the new location. Customer shall pay all costs associated with the removal and relocation of the System, including installation and testing costs and interconnection costs. In addition, Customer will pay Provider all Lost Provider Revenues with respect to any relocation period.

6.12 Interconnection Deactivated. If an interconnection with the Local Electric Utility becomes deactivated such that the System is no longer able to produce energy or deliver energy to the Local Electric Utility for reasons that are not: (i) a Force Majeure Event; or (ii) caused by or related to any unexcused action or inaction of Provider, and if said deactivation is caused by the negligence, willful misconduct or breach of this agreement by Customer, Customer will pay Provider any Lost Provider Revenues associated with the period of such deactivation.

6.13 Sale of Site. In the event Customer transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Customer shall remain primarily liable to Provider for the performance of the obligations of Customer hereunder notwithstanding such transfer. However, if no Customer Default has occurred and is continuing and the transferee is acceptable to Provider in its sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider in its sole discretion, Customer may be released from further obligations under this Agreement.

ARTICLE VII.
TERM.

7.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue to apply for each Property for a period ending on the first December 31 following the twenty-fifth (25th) anniversary of the Commercial Operation Date of the System located on such Property (the "Initial Term"), unless terminated earlier pursuant to this Agreement. After the Initial Term, this Agreement may be renewed for up to two (2) successive five (5)-year terms (each, a "Renewal Term"), if either Party provides written notice to the other Party at least one hundred and twenty (120) days prior to the expiration of the Initial Term or the then-applicable Renewal Term, and the other Party agrees to the renewal within thirty (30) days of receipt of the notice. The Initial Term and all subsequent Renewal Terms, if any, are referred to collectively as the "Term." The date on which this Agreement terminates by reason of expiration of the Initial Term or of a Renewal Term, if applicable, is hereafter referred to as the "Expiration Date." Any other date on which this Agreement terminates is hereafter referred to as the "Early Termination Date."

7.2 Early Termination by Provider. If a System has not begun to produce electricity, Provider may terminate this Agreement, immediately upon provision of written notice thereof to Customer. Provider will not have any liability for such termination, except that no such termination shall act to relieve Provider from any obligation hereunder regarding the removal of the System and the restoration of the Site.

7.3 Early Termination by Customer. Customer shall have the right to unilaterally terminate this Agreement with respect to the System and its related Site and Property only upon (i) Customer's purchase of such System as provided in Section 7.4, or (ii) at any time after the end of the sixth year of commercial operation of the System, not less than ninety (90) days prior written notice and, with respect to (ii), upon meeting the following conditions:

- (a) Customer pays Provider or its designee applicable Early Termination Fee as of the Early Termination Date, including all costs (including liquidated damages and penalties) required to terminate such System's arrangements with the Local Electric Utility, purchasers of Environmental Attributes and other related System contractors, and Customer obtains a full waiver of claims from such entities in form satisfactory to Provider and directed to Provider; and
- (b) Customer pays all costs to dismantle, decommission and remove such System and restore such Site to its original condition.

7.4 Customer Purchase Option. So long as a Customer Default shall not have occurred and be continuing, Provider grants to Customer an option to purchase the System (the "Purchase Option") as of the Expiration Date or any Purchase Option Date for a purchase price (the "Option Price") equal to the *greater of* (a) the Fair Market Value of such System, as determined pursuant to Section 7.5, (b) the Early Termination Fee, or (c) the amount owed to any Financing Party upon termination pursuant to the applicable financing documents (including a sale/leaseback transaction). If Customer elects to exercise the Purchase Option, then, not less than one hundred eighty (180) days prior to the Expiration Date or Purchase Option Date, as applicable, Customer shall provide written notice to Provider of Customer's intent to exercise the Purchase Option, which election shall be irrevocable. Following its receipt of Customer's notice, Provider shall determine and notify Customer of the Fair Market Value. In the event Customer disagrees with any determination of Fair Market Value (to the extent in excess of the Early Termination Fee) it shall notify Provider in writing and the Parties shall determine the Fair Market Value in accordance with Section 7.5. Upon final determination of the Fair Market Value, but in any event on or before the Purchase Option Date, (i) the Parties shall promptly execute all documents

necessary to (a) cause title to such System to pass to Customer, free and clear of any Liens, immediately subsequent to the Expiration Date or the Purchase Option Date (as applicable), and (b) assign any warranties for such System to Customer, and (ii) Customer shall pay the Option Price to Provider in immediately available funds. Customer shall also execute such documents reasonably necessary for Customer to accept, assume and perform all then-existing agreements relating to such System or the Solar Services, including but not limited to operations and maintenance agreements, and agreements for the sale of Environmental Attributes.

7.5 Determination of Fair Market Value. If the Customer does not agree with Provider's determination of Fair Market Value pursuant to Section 7.4, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties within twenty (20) days of the initial request for appraisal. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

ARTICLE VIII. REPRESENTATIONS AND WARRANTIES.

Each Party represents and warrants to the other as of the Effective Date:

8.1 Organization; Existence; Good Standing. Such Party is duly organized, validly existing and in good standing in the jurisdiction of its organization. Such Party has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, and such Party has taken all requisite corporate, body politic or other action to approve the execution, delivery and performance of this Agreement.

8.2 Binding Obligation. This Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to creditors' rights generally.

8.3 No Litigation. There is no litigation, action, proceeding or investigation pending or, to such Party's knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein.

8.4 Execution and Performance. Such Party's execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational laws or documents, or (iii) any Applicable Laws. To the knowledge of each Party, there are no commitments to third parties that may impair or otherwise adversely affect the performance of such Party under this Agreement, or the construction, installation or function of a System on the Property.

8.5 Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

8.6 Additional Representation of Customer.

(a) Electric Usage. Customer has provided to Provider complete and correct records of

its electricity usage at the Site for the preceding three (3) years.

- (b) Condition of Property. Customer has provided to Provider complete and accurate records and information of the physical condition of the Property. If it is discovered that the actual site conditions on part of, or on the entire Property upon which all or part of the System is to be installed, are materially different from the information presented by Customer, then the rates payable by Customer hereunder shall be negotiated by the Parties to reasonably compensate Provider for the cost of design and construction changes and delays incurred to adapt the System to the unknown conditions.
- (c) Financial Information: The financial statements Customer has provided to Provider present fairly in all material respects the financial condition and results of operations of Customer.
- (d) Title. The title to the Site is not impaired by any outstanding contract, covenant, interest, lien, or mortgage in conflict with this Agreement. Customer has full authority to grant the Provider license to access the Property.
- (e) Customer as Governmental Entity. If Customer is a municipality or other governmental entity, (i) Customer covenants that, in the event any payment hereunder (including payment of the Early Termination Fee) is or becomes subject to any necessary appropriation, Customer shall use its best faith efforts to appropriate necessary fund to satisfy such obligations, and not to discriminate between such obligations and its other obligations with respect to payments for necessary services, (ii) any failure of Customer to make payment as a result of any non-appropriation shall constitute a Customer Default, and (iii) Customer waives, to the fullest extent permitted by Applicable Law, any claim for sovereign immunity associated with any liability hereunder.

8.7 Representation of Provider Regarding System Design. The System, as described in Schedule 2, meets the current guidelines for qualification for non-demand metered service under the National Grid SC-2 Small General Non-Demand rate tariff, effective as of April 1, 2014.

ARTICLE IX. DEFAULT AND FORCE MAJEURE

9.1 Provider Defaults.

- (a) Provider Default Defined. The following events shall be defaults with respect to Provider (each, a "Provider Default"):
 - (i) If Provider breaches any material term of this Agreement and (a) if such breach can be cured within thirty (30) days after Customer's notice of such breach and Provider fails to so cure, or (b) Provider otherwise fails to commence and diligently pursue and complete said cure within ninety (90) days, or
 - (ii) (a) Provider admits in writing its inability to pay its debts generally as they become due; (b) Provider files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (c) Provider makes an assignment for the benefit of creditors; (d) Provider consents to the appointment of a receiver of the whole or any

substantial part of its assets; (e) Provider has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Provider's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

- (b) Customer's Remedies. If a Provider Default described in Section 9.1(a) has occurred and is continuing, Customer may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provisions, and otherwise exercise any other remedy it may have at law or equity or under this Agreement.
- (c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or any Person's property, then, in addition to any other right or remedy that Customer may have, Customer may (but shall not be obligated to) take such action as Customer deems appropriate to prevent such damage or injury.

9.2 Customer Defaults.

- (a) Customer Default Defined. The following events shall be defaults with respect to Customer (each, a "Customer Default"):
 - (i) Customer fails to pay Provider any undisputed amount due Provider under this Agreement within five (5) Business Days from receipt of notice from Provider of such past due amount;
 - (ii) Customer breaches any material term of this Agreement if (a) such breach can be cured within thirty (30) days after Provider's notice of such breach and Customer fails to so cure, or (b) Customer otherwise fails to commence and diligently pursue and complete said cure within ninety (90) days; or
 - (iii) (a) Customer admits in writing its inability to pay its debts generally as they become due; (b) Customer files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (c) Customer makes an assignment for the benefit of creditors; (d) Customer consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Customer has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Customer's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Customer's assets and such

custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

(b) Provider's Remedies. If a Customer Default described in Section 9.02Ca) has occurred and is continuing, then in addition to (and not in lieu of) any other remedy it may have in law or equity, may do any or all of the following: (i) require Customer to pay to Provider the Early Termination Fee and/or (ii) remove any of the System from the Property at Customer's expense and terminate this Agreement immediately.

(c) Actions to Prevent Injury. If any Customer Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury.

9.3 Force Majeure. A "Force Majeure Event" means any event which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party affected, (ii) such event, despite the exercise of reasonable diligence, cannot be prevented, avoided or overcome by such Party, (iii) the Party affected has taken all reasonable precautions and measures in order to avoid the effect of such event on such Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof, and (iv) such event is not the direct or indirect result of a Party's negligence or the failure of such Party to perform any of its obligations under this Agreement or to comply with Applicable Law. Notwithstanding any other term hereof, no payment obligation of Customer under this Agreement may be excused or delayed as a result of a Force Majeure Event, unless such Force Majeure directly causes Customer to be unable to make payments due under this Agreement.

(b) A Party claiming a Force Majeure Event shall not be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of such Force Majeure Event; provided that the Party claiming relief shall immediately notify the other Party in writing of the existence of the Force Majeure Event, exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, and resume performance of its obligations hereunder as soon as practicable thereafter.

(c) Either Party may terminate this Agreement, upon written notice to the other Party, if a Force Majeure Event extends for more than three hundred sixty-five (365) consecutive days and such Force Majeure Event materially and adversely affects the operations of the Party claiming such Force Majeure Event. In the event of a termination pursuant to this Section 9.3(c), the Party claiming the Force Majeure Event will not have any liability for such termination, except that such Party shall be liable for all costs to dismantle, decommission and remove the System and restore the Site to its original condition.

9.4 Limitation on Liability. Except with respect to payment of the Early Termination Fee or in connection with third-party indemnification claims, neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages arising out of, or in connection with, this Agreement.

ARTICLE X.
DISPUTE RESOLUTION.

10.1 Resolution by Parties. In the event of any dispute, controversy, or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within thirty (30) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder. The Parties agree to attempt to resolve all Disputes promptly, equitably and in a good faith manner. In the event a Dispute hereunder is resolved pursuant to arbitration or judicial proceedings, the Party, whose petition does not prevail in such proceedings, shall reimburse all of the other Party's third party costs (including reasonable attorney's fees) incurred to prosecute or defend (as the case may be) such proceedings.

ARTICLE XI.
INSURANCE, CASUALTY AND CONDEMNATION.

11.1 Provider's Insurance. Provider shall maintain the following insurance coverages in full force and effect from the date that any preparatory installation activities begin at the Property throughout the Term: (a) Workers' Compensation Insurance as may be from time to time required under Applicable Laws, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, which insurance shall cover the following: (i) premises and operations liability; (ii) contractual liability; (iii) products/completed operations; (iv) personal and advertising liability; (v) independent contractor liability and (vi) xcu (explosion, collapse and underground); and (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum liability of \$1,000,000; and (d) Umbrella or Excess liability insurance with a limit of \$2,000,000 per occurrence and a general aggregate of \$2,000,000. Additionally, Provider shall carry commercially adequate property loss insurance on each System. Provider's liability insurance policies shall be written on an occurrence basis and shall include Customer as an additional insured on a primary basis to said policies.

11.2 Customer's Insurance. Customer shall maintain the following insurance coverages in full force and effect from the date that any preparatory installation activities begin at the Property throughout the Term: (a) Workers' Compensation Insurance as may be from time to time required under Applicable Laws, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Customer shall carry commercially adequate property loss insurance for the Site. Customer's liability insurance policies shall be written on an occurrence basis and shall include Provider as an additional insured on a primary basis to said policies.

11.3 Generally. Upon each Party's request annually, each Party shall deliver to the other Party certificates of insurance evidencing such respective coverage referenced above, which shall specify that the other Party shall be given at least thirty (30) days' prior written notice by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be on an occurrence basis and shall be primary coverage without right of contribution from any insurance of the other Party and shall permit

waivers of subrogation against the other Party. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1. Provider's insurer may be an Affiliate of Provider.

11.4 Casualty. If at any time during the Term any part of the Property is so severely damaged by fire or other casualty that substantial alteration, reconstruction or restoration is required on the Property, but the System is capable of producing Actual Production, then Customer shall take and pay for all of the Actual Production that the System is capable of producing. In such case, this Agreement shall remain in full force and effect, without change, for the remainder of the Term.

- (a) If at any time during the Term the System is so severely damaged by fire or other casualty that substantial alteration, reconstruction or restoration is required, then Provider shall have the right, but not the obligation, to reconstruct or restore the System and if Provider elects to do so then Customer shall elect one of the options provided in Section 11.04(a). If Provider fails to provide notice of its intention to reconstruct or restore the System within ninety (90) days of any such casualty, this Agreement shall terminate and Provider shall remove the System from the Site in accordance with the provisions of Section 4.3.

11.5 Condemnation. If at any time during the Term, any part of the Property or System is taken for any public or quasi-public use under Applicable Law, ordinance or regulation by a Governmental Authority by condemnation or right of eminent domain, then each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party.

ARTICLE XII. ASSIGNMENT.

12.1 Generally. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Any purported assignment in violation of this Article XII shall be null and void *ab initio*.

12.2 Assignment by Customer. Customer shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall not be unreasonably withheld.

12.3 Assignment by Provider. Except as expressly provided herein, Provider shall not sell, transfer or assign this Agreement or any right, interest or obligation therein (collectively, an "Assignment"), without the prior written consent of Customer; *provided, however, that*, without the prior consent of (but with notice to) Customer, Provider may (i) make an Assignment to an Affiliate of Provider; (ii) collaterally assign or pledge its interests hereunder and/or in the System or any monies due under this Agreement, as described more fully below in Section 12.4; and make an Assignment to a Financing Party as part of a sale/leaseback financing. Otherwise, Provider may make an Assignment of Provider's rights and obligations hereunder only upon Customer's prior consent; *provided that* Customer shall not unreasonably withhold, condition or

delay its consent to an Assignment of Provider's rights and obligations hereunder if Customer has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System; and (y) has the financial capability to maintain the System and perform hereunder. A direct assignee of Provider's obligations hereunder shall assume in writing, in form and content reasonably satisfactory to Customer, the due performance of all Provider's obligations under this Agreement. Customer will provide such confirmations, releases and novations as are reasonably requested by Provider in connection with any such assignment.

12.4 Financing Accommodations. Assignment to Financing Party. Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the System. Customer acknowledges that Provider may obtain construction financing for the System from a third party and that Provider may either obtain term financing secured by the System or sell or assign the System to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Customer acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Financing Party, Customer agrees as follows:

- a) Consent to Collateral Assignment. Customer hereby consents to both of the sale of the System to a Financing Party and the collateral assignment to the Financing of the Provider's right, title and interest in and to this Agreement.
- b) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:
 1. Step-In Rights. The Financing Party, as owner of the System, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the System;
 2. Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or to perform any act, duty or obligation of Provider under this Agreement (unless the Financing Party has succeeded to Provider's interests under this Agreement), but Customer hereby gives it the option to do so;
 3. Exercise of Remedies. Upon the exercise of remedies, including any sale of the System by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Customer of the transfer or assignment of this Agreement. Any such exercise of remedies shall not

constitute a default under this Agreement;

4. Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Customer shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(c) Right to Cure.

1. Cure Period. Customer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
2. Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 12.4(c)(1) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(d) Financing Party a Third Party Beneficiary. Customer agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 12.4.

(e) Entry to Consent to Assignment. Customer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the System.

ARTICLE XIII.
INDEMNIFICATION.

13.1 Indemnification by Provider. Subject to Section 11.1, Provider shall fully indemnify, save harmless and defend Customer, its contractors, subcontractors, directors, officers, employees, agents and invitees from and against any and all costs, claims, and expenses incurred by Customer in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (a)

the negligence or willful misconduct of Provider or its agents or employees or others under Provider's control or (b) any work performed by Provider, its agents, servants, subcontractors or employees of the Property or any premises or facilities, or part thereof, owned by Customer or (c) a Provider Default; *provided, however,* that Provider's obligations pursuant to this Section 13.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Customer; *provided further, however,* that nothing in this Section is intended to modify the limitation of Provider's liability set forth in Section 9.4. This agreement to indemnify specifically includes full indemnity in the event of liability imposed against Customer solely by reason of statute, operation of law or otherwise.

13.2 Indemnification by Customer. Subject to Section 11.2, Customer shall fully indemnify, save harmless and defend Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, contractors and invitees and any Financing Party ("Provider Indemnified Parties") from and against any and all costs, claims, and expenses incurred by Provider in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (a) the negligence or willful misconduct of Customer or its agents or employees or others under Customer's control or (b) a Customer Default; *provided, however,* that Customer's obligations pursuant to this Section 13.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Provider; *provided further, however,* that nothing in this Section is intended to modify the limitation of Customer's liability set forth in Section 9.4.

13.3 Notice of Claims. Any Party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other Party (the "Indemnifying Party") a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; *provided, however,* that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such Indemnifying Party has been prejudiced by such failure.

13.4 Defense of Action. If requested by an Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; *provided, however,* that if the Indemnifying Party is a defendant in any such action and the Indemnified Party believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the Indemnifying Party's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in this Section applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party's expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

13.5 Survival of Provisions. The provisions of this Article 13 shall survive the expiration or termination of this Agreement.

ARTICLE XIV.
MISCELLANEOUS.

14.01 Additional Documents. Upon the receipt of a written request from another Party, each Party shall execute such additional documents, instruments, estoppels, consents, confirmations and assurances, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

14.02 Confidentiality. If either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena; (iii) is independently developed by the receiving Party; (iv) becomes available to the receiving Party from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; or (v) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party. In the event that the receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the receiving Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure, if permitted by Applicable Law, so that the disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

14.3 Public Announcements. To avoid any conflicts regarding claims of solar or renewable energy use or production, Customer shall submit to Provider for prior written approval any public announcements, including without limitation, press releases, regarding the matters contemplated hereunder, the System or Customer's use of solar or renewable energy; such approval not to be unreasonably withheld.

14.4 Integration; Attachments. This Agreement, together with the Schedules and any Exhibits attached hereto, constitutes the entire agreement and understanding between Provider and Customer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof.

14.5 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement accepted standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or

trade meanings shall be so construed.

14.6 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Customer.

14.7 Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party granting such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. The failure of Provider or Customer to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance, or of any other provision in any instance. No single or partial exercise of any right under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right; and no waiver of any breach of or default under any provision of this Agreement shall constitute or be construed as a waiver of any subsequent breach of or default under that or any other provision of this Agreement.

14.8 Cumulative Remedies. Except as set forth herein, any right or remedy of Provider or Customer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

14.9 Survival. The obligations hereunder that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to give them full effect.

14.10 Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without reference to any choice of law principles. Any legal action or proceeding with respect to or arising out of this Agreement shall be brought in or removed to the courts of the State of New York and of the United States of America in and for the State of New York. By execution and delivery of this Agreement, Provider and Customer accept, generally and unconditionally, the jurisdiction of the aforesaid courts. Provider and Customer hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of *forum non-conveniens*.

14.11 Waiver of Jury Trial. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PROVIDER TO ENTER INTO THIS AGREEMENT.

14.12 Severability. Any term, covenant or condition in this Agreement that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Agreement to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Agreement, or of such provision in other jurisdictions. The Parties shall use good faith effort to replace any provision that is ineffective by operation of this Section with an effective

provision that as closely as possible corresponds to the spirit and purpose of such ineffective provision.

14.13 Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

14.14 Relation of the Parties. The relationship between Provider and Customer shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Customer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

14.15 Injunctive Relief. The Parties acknowledge and agree that any violation or breach of the provisions of this Agreement may result in irreparable injury to a Party for which a remedy at law may be inadequate. In addition to any relief at law that may be available to a non-breaching Party for such a violation or breach, and regardless of any other provision contained in this Agreement, such Party shall be entitled to seek injunctive and other equitable relief and shall not be required to post any bond in connection therewith.

14.16 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective permitted successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

14.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

14.18 No Public Utility. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Provider's obligations or performance under this Agreement. If at any time as a result of any Change in Law, Provider would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of this Agreement, Customer will use its best efforts to restructure this Agreement so that Provider will not be subject to such regulation (while preserving for both Parties the substantive economic benefits conferred hereunder).

14.19 No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

14.20 Notices. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:

CJ SOLAR 2 LLC
c/o Borrego Solar Systems, Inc.
1115 Westford Street, Second Floor
Lowell, MA 01851
Phone: (888) 898-6273
Fax: (888) 843-6778

With a copy to:

Borrego Solar Systems, Inc.
360 22nd St, Suite 600,
Oakland, CA 94612
Attn: General Counsel
Phone: (888) 898-6273
Fax: (888) 843-6778

If to Customer:

Sheriff Robert M. Maciol
Oneida County Sheriff's Office
6075 Judd Rd., Oriskany, NY 13424
315-765-2200
rmmaciol@oneidacountysheriff.us

With copy to:

Peter M. Rayhill, Esq, County Attorney
County of Oneida
800 Park Ave., Utica, NY 13501
315-798-5910
prayhill@ocgov.net

or at such other address as may be designated in writing to the other Party. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand-delivered, or sent by (a) registered or certified U.S. Mail, postage prepaid, (b) commercial overnight delivery service, or (c) facsimile or email attachment, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand-delivered, or upon confirmation of sending when sent by facsimile or email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. Mail. Customer shall deliver to any Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default

given by Customer under this Agreement, inclusive of a reasonable description of Provider Default, and no such notice shall be effective absent delivery to the Financing Party. Customer shall not mutually agree with Provider to terminate this Agreement without the written consent of the Financing Party.

14.21 NYSERDA Program Requirements. Provider and Customer each agree that this Agreement is subject to and shall be compliant with the terms of the NYSERDA Program and that the provisions set forth in Attachment J to the PON 2956 - NY-Sun Competitive PV Program, attached hereto as Schedule 6, are hereby incorporated by reference into this Agreement.


[Signature pages follow.]

IN WITNESS WHEREOF intending to be legally bound hereby, the Parties have executed this Solar Power Services Agreement as of the Effective Date.

PROVIDER: CJ SOLAR 2 LLC

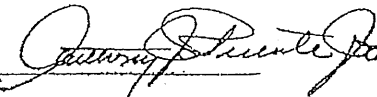
PROVIDER: 1115 SOLAR DEVELOPMENT, LLC, ITS SOLE MEMBER AND
MANAGER

PROVIDER: BORREGO SOLAR SYSTEMS, INC., ITS SOLE MEMBER AND
MANAGER

By:  _____

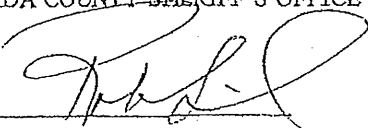
Name: William Bush
Title: Chief Financial Officer

CUSTOMER: ONEIDA COUNTY

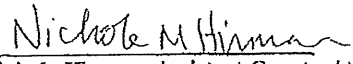
By:  _____

Name: Anthony J. Picente, Jr.
Title: County Executive

ONEIDA COUNTY SHERIFF'S OFFICE

By:  _____
Name: Robert M. Maciol
Title: Oneida County Sheriff

Approved as to Form


Nichole Hinman, Assistant County Attorney

Schedule 1

DESCRIPTION OF PROPERTIES

The property is located at 6065 Judd Road, Oriskany, NY.

Gift Deed

Made the 25th day of Feb. Nineteen Hundred and

forty-eight

Between JOHN W. THRASHER and ISABEL L. THRASHER, his wife, of the Town of Whitestown, County of Oneida, State of New York,

parties of the first part, and

THE COUNTY OF ONEIDA,

party of the second part,

Witnesseth, that the parties of the first part, in consideration of

SIX THOUSAND FIVE HUNDRED ----- Dollars

(\$ 6,500.00) lawful money of the United States,

paid by the party of the second part,

do hereby grant and release unto the party of the second part,

its successors and assigns forever, all THAT PIECE OR PARCEL OF

LAND situate in the Town of Whitestown, County of Oneida, State of New York, bounded and described as follows:

Beginning at a point on the southwesterly boundary of the existing Judd Road, at the intersection of the division line between the lands of P. J. Hamm, reputed owner on the southeast, and the lands of John Thrasher, reputed owner on the northwest, said point being 35± ft. southwesterly, measured at right angles, from Station 153+12± of the survey base line; thence S. 34° 49' W. 823± ft. along said division line to a point on the division line between the lands of A. Bassler Estate, reputed owner on the southeast, and the lands of John Thrasher, reputed owner on the northwest; thence S. 41° 48' W. 897± ft. along said division line to a point on the division line between the lands of A. J. and C. P. Stolo, reputed owners on the southeast, and the lands of John Thrasher, reputed owner on the northwest; thence S. 31° 46' W. 372± ft. along said division line to a point on the division line between the lands of M. Koochon, reputed owner on the south, and the lands of John Thrasher, reputed owner on the north; thence N. 79° 40' W. 1225± ft. along said division line to a point on the division line between the lands of A. Buehler, reputed owner on the west, and the lands of John Thrasher, reputed owner on the east; thence N. 23° 36' E. 505± ft. along said division line to a point on the division line between the lands of G. Thrasher, reputed owner on the northwest, and the lands of John Thrasher, reputed owner on the southeast; thence N. 39° 08' E. 254.0± ft. along said division line to a point on the southwesterly boundary of the existing Sutliff Road, said point being 25± ft. southwesterly, measured at right angles, from Station 140+76± of the survey base line; thence southeasterly 1225± ft. along the southwesterly boundary of the Sutliff Road and the Judd Road to the

point of beginning; containing 70.5 acres of land more or less as shown on a map on file in the office of the Clerk of Oneida County.

EXCEPTING all that piece or parcel of land situate in the Town of Whitestown, County of Oneida, State of New York, bounded and described as follows:

Beginning at a point on the southwesterly boundary of the existing Judd Road, at the intersection of the division line between the lands of P. J. Hahn, reputed owner on the southeast, and the lands of John F. Swald, Sr., and Anna I. Swald, reputed owners on the northwest, said point being 35⁺ ft. southwesterly, measured at right angles, from Station 153+12⁺ of the survey base line; thence S. 34° 49' W. 283[±] ft. along said division line to a point on the division line between the lands of John F. Swald, Sr., and Anna I. Swald, reputed owners on the northeast, and the lands of John Thrasher, reputed owner on the southwest; thence N. 19° 11' W. 205⁺ ft. along said division line to a point; thence N. 34° 49' E. 283[±] ft. along the division line between the lands of John F. Swald, Sr., and Anna I. Swald, reputed owners on the southeast, and the lands of John Thrasher, reputed owner on the northwest to a point on the southwesterly boundary of the existing Judd Road, said point being 25⁺ ft. southwesterly, measured at right angles, from Station 151+10⁺ of the survey base line; thence southeasterly 205⁺ ft. along the southwesterly boundary of the Judd Road to the place of beginning; containing 1.33 acres of land more or less as shown on a map on file in the office of the Clerk of Oneida County.

It is the intention of the parties of the first part to convey all their right, title and interest in a plot of ground being located on the westerly side of the Judd and Sutliff Roads, and bounded east by the aforementioned highways; north by property reputed to be owned by Glenn Thrasher and wife and Arnold Buehler and wife; west by property reputed to be owned by Michael Kochon and wife, and south by property reputed to be owned by James Stolo and wife, and the heirs of Adam Bassler, deceased, and Palmer J. Hahn and wife.

Together with the appurtenances and all the estate and rights of the parties of the first part in, and to said premises,

That he and his heirs the premises herein granted unto the party of the second part, its successors and assigns forever,


And said JOHN W. THRASHER and ISABEL L. THRASHER, his wife, covenant as follows:


First. That the party of the second part shall quietly enjoy the said premises;

Second. That said JOHN W. THRASHER and ISABEL L. THRASHER, his wife, will forever warrant the title to said premises.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

John W. Thrasher 

Isabel L. Thrasher 





Schedule 2

SITE PLANS AND SYSTEM

Site Plan:

Attach preliminary drawings of Engineer's approved Site Plans for grid-connected, ground-mount solar electric PV systems. As-built drawings to be provided upon completion and Commercial Operation Date, and amended to this Schedule, in accordance with Section 4. 1. The Parties agree that the Provider is required to provide a map and description, prepared by a licensed surveyor, based on a site plan that reflects final as-built conditions, with a copy to the Customer. The Provider is required to file said map and description with the Oneida County Clerk.

System Details:

{SYSTEM EQUIPMENT AND EQUIPMENT COUNTS SUBJECT TO CHANGE AS DESIGN PROGRESSES}

Solar System Size:	895 kW DC
Estimated Year 1 Production:	1,650.050 kWh
Estimated Annual Degradation:	0.7%
Estimated Commercial Operation Date:	TBD; depending upon interconnection application, incentive requirements and permitting timeline
Modules:	Canadian Solar CSX-305P, or equivalent
Inverters:	Advanced Energy AE 1000NX, or equivalent
Racking:	TerraSmart, or other suitable equipment
Warranty:	25-year power warranty on solar modules, including minimum annual production amount.
System Includes:	System components include: Solar panels, racking system, inverter system, wire kits, and data monitoring system. Design including: site visits, system drawings, engineering review and stamps (not including building structural review, if required). System commissioning. Interconnection application and permitting.

ONEIDA COUNTY SHERIFF'S OFFICE - PV PROJECT

PROPOSAL SPECIFICATION

TOTAL BEAMS/PIPS	16,428
TOTAL TUBES/PIPS	128
TOTAL MONITORS	128
TOTAL INVERTERS	128
TOTAL COMBINATION	128
TOTAL WIRING	128
TOTAL PERMITS	128
TOTAL INSULATION	128
TOTAL CONCRETE	128
TOTAL METAL	128
TOTAL GLASS	128
TOTAL WOOD	128
TOTAL ROOFING	128
TOTAL FOUNDATION	128
TOTAL ELECTRICAL	128
TOTAL MECHANICAL	128
TOTAL PLUMBING	128
TOTAL HVAC	128
TOTAL SITES	128
TOTAL PERMITS	128
TOTAL INSULATION	128
TOTAL METAL	128
TOTAL GLASS	128
TOTAL WOOD	128
TOTAL ROOFING	128
TOTAL FOUNDATION	128
TOTAL ELECTRICAL	128
TOTAL MECHANICAL	128
TOTAL PLUMBING	128
TOTAL HVAC	128
TOTAL SITES	128

ARRAY INFORMATION

BEAMS	PIPS	MONITORS	INVERTERS	COMBINATION	WIRING	PERMITS	INSULATION	METAL	GLASS	WOOD	ROOFING	FOUNDATION	ELECTRICAL	MECHANICAL	PLUMBING	HVAC	SITES
16,428	128	128	128	128	128	128	128	128	128	128	128	128	128	128	128	128	128

LEGEND

- PROPOSED SOLAR PANELS
- EXISTING ROADS
- EXISTING UTILITIES
- EXISTING BUILDINGS
- EXISTING FENCES
- EXISTING TREES
- EXISTING POWER LINES
- EXISTING WATER LINES
- EXISTING SEWER LINES
- EXISTING GAS LINES
- EXISTING FIBER OPTIC LINES
- EXISTING CABLE LINES
- EXISTING PHONE LINES
- EXISTING TELEVISION LINES
- EXISTING RAILROADS
- EXISTING AIRWAYS
- EXISTING AIRPORTS
- EXISTING AIRWAYS
- EXISTING AIRPORTS

PV-1
LI PROPOSED LAYOUT

Schedule 3
kWh RATE

The kWh Rate with respect to the System contemplated in the Agreement shall be in accordance with the following schedule:

Year	PPA Rate (\$/kWh)
1	\$0.1320
2	\$0.1320
3	\$0.1320
4	\$0.1320
5	\$0.1320
6	\$0.1320
7	\$0.1320
8	\$0.1320
9	\$0.1320
10	\$0.1320
11	\$0.1320
12	\$0.1320
13	\$0.1320
14	\$0.1320
15	\$0.1320
16	\$0.1320
17	\$0.1320
18	\$0.1320
19	\$0.1320
20	\$0.1320
21	\$0.1320
22	\$0.1320
23	\$0.1320
24	\$0.1320
25	\$0.1320

After year 25, during any Renewal Terms, the \$/kWh rate will escalate at the rate of 0% per annum.

Schedule 4

EARLY TERMINATION FEE COMPONENT

The Early Termination Fee with respect to a System under the Agreement shall include a lump sum payment calculated in accordance with the following schedule.

Early Termination Occurs in Year:	ETF Component Payment
1	\$2,307,488
2	\$2,178,933
3	\$2,049,220
4	\$1,918,244
5	\$1,785,889
6	\$1,569,577
7	\$1,562,086
8	\$1,552,814
9	\$1,541,605
10	\$1,528,289
11	\$1,512,684
12	\$1,494,592
13	\$1,473,799
14	\$1,450,076
15	\$1,423,171
16	\$1,392,817
17	\$1,358,722
18	\$1,320,570
19	\$1,278,023
20	1,230,713
21	\$1,178,243
22	\$1,120,184
23	\$1,056,074
24	\$985,413
25 or after	\$907,659

Schedule 5

Form of Memorandum of Solar Power Services Agreement

MEMORANDUM OF SOLAR POWER SERVICES AGREEMENT

THIS MEMORANDUM OF SOLAR POWER SERVICES AGREEMENT (the "Memorandum"), dated this 15th day of January, 2015; by and between the ONEIDA COUNTY through its' SHERIFF'S OFFICE, a New York municipal corporation (the "Customer"), with an address of 6065 Judd Road, Oriskany, New York 13424, and among CJ SOLAR 2 LLC, a Delaware limited liability company ("Provider"), with an address of 5005 Texas St., #400, San Diego, CA 92108.

RECITALS

1. Customer is the fee simple owner of a certain tract of land more particularly described in Schedule 1, which is attached hereto and hereby incorporated herein (the "Property"), located in the Town of Whitestown, County of Oneida, State of New York; and
2. Customer has entered into that certain Solar Power Services Agreement dated January 15, 2015 (the "Agreement"), with Provider, relating to the Property, which Agreement is for a term of twenty-five (25) years commencing on January 15, 2015 and ending January 14, 2040, which Agreement includes the right of Provider to install, operate and maintain on the Property an electric grid-connected photovoltaic solar power plant with a total generating capacity rated at approximately 895 kW DC owned by Provider (the "System"); and
3. The Agreement includes a grant of certain easements during the term of the Agreement and other rights on and over portions of the Property including but not limited to an exclusive easement for the installation, operation and maintenance of the System on and over that portion of the Property described on Schedule 2 attached hereto and hereby incorporated herein as well as an easement to receive unobstructed sunlight; and
4. Customer and Provider desire to execute this Memorandum to give public record notice of the Agreement, Provider's easement and other rights in and to the Property and Provider's ownership of the System and appurtenances thereto.

NOTICE

This Memorandum is hereby executed for the purpose of recording in the office of the Oneida County Clerk, Oneida County, New York, in order to give public record notice of:

- (a) The Agreement and the terms and provisions set forth therein;

(b) The existence of all easements and other rights granted to Provider in the Agreement relating to the Property;

(c) Provider's ownership of and exclusive title to the System and appurtenances thereto; and

The prohibition on Customer or any person other than Provider granting or creating a lien or encumbrance on the System or any appurtenances thereto.

The provisions of this Memorandum do not in any way change or affect the terms, covenants and conditions of the Agreement, all of which terms, covenants and conditions shall remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, this Memorandum has been executed and delivered as of the day, month and year first above written.

CUSTOMER:

ONEIDA COUNTY

By: [Signature]
Name Printed: Anthony J. Picente, Jr.

Title: County Executive

PROVIDER: CJ SOLAR 2 LLC

PROVIDER: 1115 SOLAR DEVELOPMENT, LLC, ITS SOLE MEMBER AND MANAGER

PROVIDER: BORREGO SOLAR SYSTEMS, INC., ITS SOLE MEMBER AND MANAGER

By: [Signature]

Name: William Bush

Title: Chief Financial Officer

STATE OF New York)
) SS.

COUNTY OF Oneida)

Personally came before me this 17th day of January, 2015, the above-named Anthony J. Picente, Jr. of Oneida County, to me known to be the executive who executed the foregoing document on behalf of such and acknowledged the same.

AMANDA DANIELS CARROLL
Commissioner of Deeds
City of Ulster, New York
Commission Expires Dec. 31, 2016

Name: Amanda Daniels Carroll
Notary Public, State of: New York
My Commissions: NY 02/31/14

This instrument was drafted by and after recording should be returned to Nichole Hamman of Oneida County Attorney

Schedule 6
PON 2956 -NY-SUN COMPETITIVE PV PROGRAM

Attachment I

PON 2956 - NY-Sun Competitive PV Program

Contractors awarded under NYSERDA PON 2956 must, by January 15, 2015, provide NYSERDA a copy of the fully-executed agreement between the Contractor and the Customer including the following terms:

Renewable Portfolio Standard (RPS) Attributes: Orders issued by the Public Service Commission provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in New York State that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, regardless of the percentage of the project capacity included on the Bid Application Form, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

Publicity and Site Events: Customer will allow photographs of the Project Site with explicit permission for NYSERDA to use, reproduce, distribute, exhibit, alter, publish or otherwise use such photographs in all forms, manner, including composite or distorted representations, and media, including electronic, print, digital, or electronic publishing via the Internet, and for all purposes, including advertising, trade, or any other lawful purposes.

Inspection/Reporting/Commissioning: Contractor will allow NYSERDA, its technical contractor, or Data Agent to conduct Site Inspections or remote monitoring services. Contractor will obtain permission from the Customer for NYSERDA, its technical contractor, or Data Agent to inspect the Installation location or perform remote monitoring services. Contractor will arrange access to the Project Site upon requests by NYSERDA, its technical contractor, or Data Agent.

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand the above information and requirements and agree to abide by them.

Customer: By signing below, the Customer affirms that the site contributes to the Renewable Portfolio Standard (RPS) through a monthly electric utility bill.

Supremacy: Should the terms included in this document conflict with terms in any other contractual instrument between Contractor and Customer, the terms of this document shall control.

Customer Signature AMANDA DANIELS CARROLL Date 3/10/15
Commissioner of Deeds
City of Ulster, New York
Commission Expires Dec. 31, 20

Print Name Anthony J. Picente, Jr.

Customer Company Name Oneida County Executive

Contractor: By signing below, the Contractor agrees that they: (1) are in compliance with Terms and Conditions of NYSEERDA's program; and (2) are bound by the Terms and Conditions of this Addendum.

Contractor Signature William Bush Date 1/12/15

Print Name WILLIAM BUSH

Contractor Company Name BORREBO SOLAR SYSTEMS, INC.



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

November 21, 2016

FN 20 137 013

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

PUBLIC WORKS

WAYS & MEANS

Re: Termination of Solar Power Services Agreement with CJ Solar 1, LLC for Facility at 11203 Cosby Manor Road, Schuyler, New York

Dear County Executive Picente:

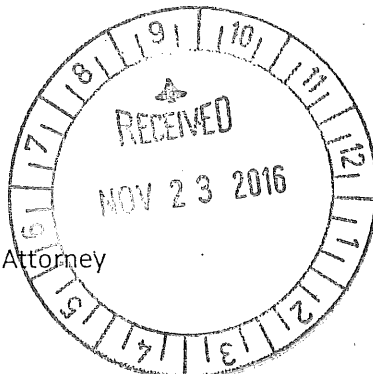
Enclosed, please find the proposed "Agreement Terminating Prior Solar Power Services Agreement" between the County and CJ Solar 1, LLC, which proposes to terminate the power purchase agreement entered into for construction of a solar array at 11203 Cosby Manor Road, Schuyler, New York. In early 2016, the County was advised that CJ Solar 1, LLC would not construct the array at that location, and they sought County agreement to construct the facility in Lisbon, New York, located in St. Lawrence County. The County declined to have the facility constructed there, and CJ Solar 1, LLC declined to look for an alternative location in or around Oneida County. As such, it is necessary to terminate the existing agreement.

No funds have been paid to CJ Solar 1, LLC as a result of the original agreement, and pursuant to the terms of this termination, no funds will be paid. In addition, CJ Solar 1, LLC has waived any claim for damages against the County.

If the enclosed meets with your approval, I respectfully request that you forward the same to the Board of County Legislators for consideration at their next meeting.

Sincerely,

Amanda Lynn Cortese
Special Assistant County Attorney
Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 11-22-16

Oneida Co. Department County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of Organization: CJ SOLAR 1, LLC
1460 Broadway
New York, New York 10036

Title of Activity or Services: Termination of Solar Power Services Agreement

Proposed Dates of Operations: Effective upon execution

Client Population/Number to be Served: N/A

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Termination of Solar Power Services Agreement as CJ Solar 1, LLC has indicated they will not build the solar array at 11203 Cosby Manor Road, Schuylers, New York; the County declined the alternate location in Lisbon, New York (St. Lawrence County); and the parties were unable to find a mutually agreeable location in or around Oneida County.

2). Program/Service Objectives and Outcomes:

Terminates all obligations and ensures no payments become due and owing from Oneida County. CJ Solar 1, LLC waives any claim for damages against Oneida County.

3). Program Design and Staffing Level: N/A

Total Funding Requested: N/A

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Source (Federal \$ /State \$ / County \$): N/A

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: Recommended to terminate the agreement to best protect the County.

AGREEMENT TERMINATING PRIOR
SOLAR POWER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____,

20_____ between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "COUNTY"), through the Oneida County Sheriff's Office with offices at 6065 Judd Road, Oriskany, New York, and CJ SOLAR 1, LLC, a Delaware limited liability company, d.b.a. BORREGO SOLAR SYSTEMS, INC., a corporation with offices at 1460 Broadway, New York, New York 10036 (hereinafter referred to as "BORREGO"),

WITNESSETH:

WHEREAS, the COUNTY and BORREGO previously entered into a "Solar Power Services Agreement" relative to a proposed solar facility to be located at 11203 Cosby Manor Road, Schuyler, New York with an effective date of January 15, 2015 (COUNTY contract no. 015340), a copy of which is annexed hereto as Exhibit A; and

WHEREAS, in or around December 2015, BORREGO indicated to COUNTY that they were either unable or unwilling to proceed in building the facility at 11203 Cosby Manor Road, Schuyler, New York; and

WHEREAS, the parties are unable to mutually agree upon an alternate location for the proposed solar facility;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. The "Solar Power Services Agreement" (Exhibit A) relative to a proposed solar facility to be located at 11203 Cosby Manor Road, Schuyler, New York with an effective date of January 15, 2015 entered into between COUNTY and BORREGO is hereby terminated by mutual agreement of the parties.

2. Each party releases against the other all obligations contained in the January 15, 2015 Agreement (Exhibit A), and further releases the other from any and all claims, including but not limited to any claims of loss, they may have, now or in the future, against the other, in connection with said Agreement (Exhibit A).

3. No sum of money is due and owing from either party to the other, nor shall any sum of money become due and owing in the future from one party to the other in connection with the January 15, 2015 Agreement (Exhibit A).

4. BORREGO shall fully indemnify, defend and save harmless COUNTY from and against any and all costs, claims and expenses incurred by COUNTY in connection with or arising from any

claim by a third party as a result of the termination of the January 15, 2015 Agreement (Exhibit A), including, but not limited to claims from any third party investors secured by BORREGO in connection with the proposed facility to be located at 11203 Cosby Manor Road, Schuyler, New York, or at the substitute facility proposed by BORREGO, and rejected by COUNTY, to be located at 583A Five Mile Line Road, Lisbon, New York.

5. Each person signing this Agreement represents and warrants that he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date respectively stated.

CJ SOLAR 1, LLC
1115 SOLAR DEVELOPMENT, LLC, ITS SOLE MEMBER AND MANAGER
AND
BORREGO SOLAR SYSTEMS, INC., ITS SOLE MEMBER AND MANAGER

By: _____
William Bush
Chief Financial Officer

Date: _____

COUNTY OF ONEIDA

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

Date: _____

Approved

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT A

SOLAR POWER SERVICES AGREEMENT

between

CJ SOLAR 1 LLC,
a Delaware limited liability company
("Provider"),

and

ONEIDA COUNTY SHERIFF'S OFFICE,
a New York municipal corporation
("Customer"),

01/15/2015
(the "Effective Date")

for the

2.7 MW COSBY MANOR ROAD SOLAR SYSTEM

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SOLAR POWER SERVICES AGREEMENT

THIS SOLAR POWER SERVICES AGREEMENT (this "Agreement") is made effective as of January 15, 2015 (the "Effective Date"), between/among CJ SOLAR 1 LLC, a Delaware limited liability company ("Provider"), and ONEIDA COUNTY through its' SHERIFF'S OFFICE, a New York State municipal corporation ("Customer"). Provider and Customer are sometimes referred to individually as a Party and collectively as the Parties.

BACKGROUND

WHEREAS, Customer desires that Provider install, maintain, own and operate at the Property a solar photovoltaic system (the "System") for the purpose of providing Solar Services (as hereafter defined) to Customer, and Provider is willing to undertake and to provide the same;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Production" means for any period, the actual net electrical production, in kWh, of the System.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person.

"Agreement" means this Solar Power Services Agreement, including the Schedules and Exhibits attached hereto.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 12.3.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized by Applicable Law to be closed for business.

"Claim Notice" has the meaning set forth in Section 13.3.

"Commercial Operation Date" means the date on which the System is ready for

commercial operation after required testing.

"Confidential Information" has the meaning set forth in Section 14.2.

"Customer" has the meaning set forth in the preamble hereof.

"Customer Default" has the meaning set forth in Section 9.2(a).

"Customer Hazardous Materials" has the meaning set forth in Section 5.7(a).

"Delivery Point" means the point of delivery of the Solar Services, which shall be at the Meter.

"Dispute" has the meaning set forth in Section 10.1.

"Early Termination Date" has the meaning set forth in Section 7.1.

"Early Termination Fee" shall mean the sum of (i) the amount specified for the applicable year of commercial operation on Schedule 4, (ii) the value, if any, of any tax benefits subject to loss or recapture because of the early termination prior to the end of the sixth year of commercial operation, (iii) all reasonably incurred costs, if any, (including liquidated damages, termination fees or penalties, to the extent such liquidated damages, termination fees or penalties are commercially reasonable under the circumstances) associated with the termination of any other agreements associated with the System (such as third-party contractor agreements, arrangements with the Local Electric Utility or Environmental Attribute sale agreements), and (iv) the costs, if any, of dismantling, packing, removing and transporting the System and restoring the Site to its original condition, ordinary wear and tear excepted.

"Effective Date" has the meaning set forth in the preamble hereof.

"Environmental Attributes" means all products of the System other than electricity, including but not limited to carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, tax credits, emissions allowances, green tags, tradable renewable credits and Green-e® products.

"Environmental Law" means all laws of any Governmental Authority having jurisdiction over any Property addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing.

"Expiration Date" has the meaning set forth in Section 7.1.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the System and advances in solar technology and the commercial benefits that Provider may be able to derive from the System, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means any third-party entity providing debt or equity financing to Provider with respect to a System, including any investor pursuant to a sale/leaseback transaction.

"Force Majeure Event" has the meaning set forth in Section 9.3.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government including, without limitation, any governmental or quasi-governmental entity

"Hazardous Materials" means any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated, restricted or addressed by or under any Applicable Law.

"Indemnified Party" has the meaning set forth in Section 13.3.

"Indemnifying Party" has the meaning set forth in Section 13.3.

"Initial Term" has the meaning set forth in Section 7.1.

"Insolation" means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

"Interconnection Point" has the meaning set forth in Section 6.5.

"kWh Rate" has the meaning set forth in Section 3.1.

"Liens" has the meaning set forth in Section 6.6.

"Local Electric Utility" means the local electric distribution system providing interconnection services for a System or electric service to Customer at a specific Property.

"Lost Provider Revenues" means, for any period during which the System is not in operation or prevented from delivering energy to the Delivery Point, an amount equal to the sum of: (i) payments that Customer would have made to Provider hereunder for electric energy that would have been produced by the System during such period (based upon historical production data or as otherwise reasonably calculated by Provider); and (ii) revenues from Environmental Attributes, Tax Attributes and/or under the Rebate program that Provider would have received with respect to electric energy that would have been produced by the System during such period.

"Meter" has the meaning set forth in Section 5.5.

"NYSERDA" means New York State Energy Research and Development Authority.

"NYSERDA Program" means the NYSEDA PON 2956 - NY-Sun Competitive PV Program.

"Option Price" has the meaning set forth in Section 7.4.

"Party" or "Parties" means Provider or Customer.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm or other entity, or a Governmental Authority.

"Property" means the premises described in Schedule 1.

"Provider" has the meaning set forth in the preamble hereof. "Provider

Default" has the meaning set forth in Section 9.1(a).

"Provider Hazardous Materials" has the meaning set forth in Section 5.7(c).

"Purchase Option Date" shall mean each of the seventh (7th), tenth (10th), and fifteenth (15th) anniversary of the Commercial Operation Date.

"Quarterly Period" means the period beginning on the first day of each of January, April, July and October of each year during the Term.

"Rebates" shall mean any and all rebates, incentives, payments, credits or other funding offered for the development of photovoltaic systems by utility, Governmental Authority or other Person.

"Renewal Term" has the meaning set forth in Section 7.1.

"Site" means those portions of the Property useful for locating solar electric generation facilities, including interconnection and metering facilities.

"Site Plan" means, for each System, a plan depicting the locations within and upon the Property of System components, including interconnection arrangements and access points, as revised by final as-built drawing(s) and subsequent revisions depicting any System alterations, and incorporated in Schedule 2 hereto.

"Solar Services" means the supply of on-site net electrical output in kWh (AC) from the System to Customer.

"Solar Services Payment" has the meaning set forth in Section 3.1.

"Stated Rate" means a rate per annum equal to the *lesser* of (a) ten percent (10%) or (b) the maximum rate allowed by Applicable Law.

"System" means an integrated ground-mount assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring and interconnections with the Local Electric Utility, as more specifically described in Schedule 2.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under the Internal Revenue Code or Applicable Law available as a result of the ownership and operation of the System or the output

generated by the System (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated and/or bonus depreciation.)

"Term" has the meaning set forth in Section 7.1.

ARTICLE II. DELIVERY OF SOLAR SERVICES

2.1 Purchase Requirement. Customer agrees to purchase one hundred percent (100%) of the Solar Services of the System during the Term at the kWh Rate whether or not Customer is able to use all such Solar Services. The purchase of Solar Services hereunder does not include Environmental Attributes, Rebates or any other attributes of ownership of the System, title to which shall rest solely with Provider.

ARTICLE III. PRICE AND PAYMENT.

3.1 Consideration. Customer shall pay to Provider a quarterly payment (the "Solar Services Payment") for the Solar Services delivered to Customer from each System during each Quarterly Period. For any such Quarterly Period, the Solar Services Payment shall be equal to the sum of (a) and (b), where (a) is the product of the Actual Production and relevant kWh Rate, as specified in Schedule 3, and (b) is any Lost Provider Revenues due pursuant to the terms of this Agreement, together with all reimbursements due pursuant to Section 6.2 and Section 6.4 hereof. Provider shall invoice Customer on a calendar quarter basis following each Quarterly Period. The first invoice shall include any production that occurred prior to the initial invoice date, including any test energy as provided in Section 5.3 below. The last invoice shall include production only through the Expiration Date. Customer shall pay any Solar Services Payment invoice within thirty (30) days of receipt thereof.

3.2 Method of Payment. Customer shall make all payments under this Agreement by electronic funds transfer to the account designated by Provider. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

3.3 Payment Disputes. If Customer objects to all or a portion of an invoice, it shall, on or before the date payment is due, provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Customer does not object prior to the date a payment is due, it shall be obligated to pay the full payment amount without prejudice to its right to subsequently dispute such amount; provided, however, that Customer may not object to any invoice more than twelve (12) months after the date on which such invoice was provided to Customer.

3.4 Change in Law. If there is any change in Applicable Law subsequent to the Effective Date that results in a direct and material change in Provider's costs to provide the Solar Services, Provider shall promptly submit to Customer a written notice setting forth (i) the citation of the change in Applicable Law, (ii) the manner in which such change materially increases Provider's costs to provide the Solar Services, and (iii) Provider's proposed adjustment to the kWh Rates to reflect such material changes in Provider's costs. Customer agrees to negotiate a commercially reasonable adjustment in the kWh Rates with Provider, such that the new kWh Rates effectively compensate Provider for the cost increase related to the change of Applicable Law.

ARTICLE IV. SUBLEASE

4.1 Sublease. The respective rights and obligations of the Parties under this Agreement are expressly conditioned upon Provider and Customer entering into a mutually agreeable sublease agreement regarding the Property.

ARTICLE V. CONSTRUCTON AND OPERATTON.

5.01 Development. Customer consents to the construction, installation, maintenance and periodic alteration and replacement of System by Provider on the Property, including without limitation solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. Customer shall provide Provider with available electric and structural plans of the Property, and otherwise assist and cooperate with Provider on a timely basis to obtain all permits, approvals (including Local Electric Utility approvals and interconnection and metering arrangements) and authorizations required to install, interconnect, operate and maintain the System. Local Electric Utility approval and interconnection costs are the responsibility of Provider.

5.2 Installation. Provider shall cause each System to be designed, engineered, installed and constructed substantially in accordance with the terms of this Agreement and Applicable Law. Prior to a System installation, Customer shall have the right to review and approve the Site Plan for such System. Such Customer review and approval shall not be unreasonably withheld, denied, conditioned or delayed. Customer shall approve or disapprove such Site Plan within ten (10) business days of receipt from Provider. Provider will provide at least ten (10) days prior written notice to Customer of the commencement of any Site preparation work.

5.3 Testing. Provider shall conduct such testing of each System as may be required by the Local Electric Utility and Applicable Law. Provider shall notify Customer of the results of any such testing, and the date that each System achieves its Commercial Operation Date. Customer will purchase all test energy under the terms of this Agreement whether such test energy is produced before or after the Commercial Operation Date.

5.4 Operations. Each System shall be owned, operated, maintained and repaired by or for Provider at its sole cost and expense, and in a manner consistent with Applicable Law and good industry practices. Customer shall properly maintain, pay for and provide access to the necessary phone, computer, or other communication lines necessary to perm it Provider to record the electrical output of the System for the entire Term. Provider and Customer shall each designate personnel and establish procedures such that each Party may provide timely notice of any emergency conditions that might reasonably be expected to affect the other Party's property. For routine and emergency repairs, the Parties shall contact the persons set forth below:

For Customer:

Sheriff Robert M. Maciol

Oneida County Sheriff's Office
6075 Judd Rd., Oriskany, NY 13424
315-765-2200
rmmaciol@oneidacountysheriff.us

With copy to:

Peter M. Rayhill, Esq, County Attorney
County of Oneida
800 Park Ave., Utica, NY 13501
315-798-5910
prayhill@ocgov.net

For Provider Manager:

Matt Murphy
Director of Operations & Maintenance
Borrego Solar Systems, Inc.
1115 Westford Street
Second Floor
Lowell, MA 01851
(978) 513-2608 (work)
(617) 820-8885 (mobile)
mmurphy@borregosolar.com

With copy to:

Borrego Solar Systems, Inc.
360 22nd St, Suite 600,
Oakland, CA 94612
Attn: General Counsel

5.5 Metering. Provider shall install, own and maintain a revenue-grade kilowatt-hour meter ("Meter") on the Property for the measurement of Actual Production provided to Customer from the System on a continuous basis. Provider shall test the Meter in compliance with the manufacturer's recommendations. Once per calendar year, Customer shall have the right to audit all such Meter data upon reasonable notice, and any such audit shall be at Customer's sole cost. Customer shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations. If testing of the Meter pursuant to the foregoing indicates that the Meter is in error by more than two percent (2%), then Provider shall promptly repair or replace the Meter. Provider shall make a corresponding adjustment to the records of the amount of Actual Production based on such test results for (a) the actual period of time when such error caused inaccurate meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if the actual period cannot be so determined, then an estimated period equal to one-half (1/2) of the period from the later of (i) the date of the last previous test confirming accurate metering or (ii) the date the Meter was placed into service.

5.6 Outages. Provider shall be entitled to suspend delivery of Actual Production to the Property for the purpose of testing, maintaining, replacing and repairing the System and such suspension of service shall not constitute a breach of this Agreement; *provided that* Provider shall use commercially reasonable efforts to minimize any interruption in service to Customer. Provider shall not have any obligation to reimburse Customer for costs of purchasing energy that

would have been produced by the System but for such suspension.

5.7 Hazardous Materials.

- (a) Customer Hazardous Materials. Provider shall not be responsible for any Hazardous Materials encountered at the Site, which were not introduced to the Site by Provider ("Customer Hazardous Materials"). Customer shall indemnify and hold harmless Provider from any costs or expenses (including reasonable attorneys' fees) incurred by Provider due to the presence of Customer Hazardous Materials on the Site. Upon encountering any materials that Provider suspects may constitute Customer Hazardous Materials, Provider may suspend work in the affected area until such materials are properly remediated by Customer as provided below, and any such suspension shall act to toll day for day any deadline applicable to Provider hereunder.
- (b) Customer Remediation. Customer may opt to remediate the Customer Hazardous Materials that violate Applicable Law so that the System may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Customer Hazardous Materials, in which case (a) this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other with respect to the System except as provided in this Section, and (b) Customer shall reimburse Provider for all expenses reasonably incurred by Provider in the design and installation of the System prior to the discovery of the Customer Hazardous Materials and in demobilizing and decommissioning the System after the discovery of the Customer Hazardous Materials.
- (c) Provider Hazardous Materials. Notwithstanding anything herein to the contrary, Customer is not responsible for any Hazardous Materials introduced to the Site by Provider ("Provider Hazardous Materials"). Provider shall indemnify and hold harmless Customer from any costs or expenses (including but not limited to costs and expenses of remediation and reasonable attorneys' fees) incurred by Customer due to the presence of Provider Hazardous Materials on the Site. Upon encountering any materials that Customer suspects may constitute Provider Hazardous Materials, Customer may suspend any and all payments to Provider until such materials are properly remediated by Provider, and any such suspension shall act to toll day for day any deadline applicable to Customer hereunder.

5.8 Customer Electricity. During the Term, Customer shall make available to Provider at no charge electricity from the Local Electric Utility service at the Property for the purposes of constructing, installing, repairing, maintaining and removing the System, and otherwise to meet parasitic load during System non-generation periods.

5.9 Site Security. Customer will provide security for the System to the extent of its normal security procedures, practices, and policies that apply to the Property. Customer will advise Provider immediately upon observing any damage to the System. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the System, Customer shall, as quickly as reasonably practicable, send a person to observe the condition of the System and report back to Provider on such observations.

5.10 Limits on Obligation to Deliver. Provider does not warrant or guarantee the amount of electric energy to be produced by the System for any hourly, daily, monthly, annual or other period. Provider is not an electric utility or public service company and does not assume any obligations of an electric utility or public service company to supply Customers' electric requirements. Provider is not subject to rate review by any Governmental Authority.

5.11 Back-up and Supplemental Electricity. Customer shall be responsible for obtaining and paying for all of its requirements for back-up energy or supplemental energy in excess of the amounts produced by the System. Provider shall have no obligation to obtain or pay for such back-up or supplemental energy.

5.12 Net Metering & Utility Credits. At any time that electric production from the System is greater than Customer's requirements at such time, Customer shall nevertheless pay Provider for all of the electricity produced by the System at the rates and in the manner provided in this Agreement. Customer may make arrangements so that electricity in excess of Customer's requirements may be delivered to the Local Electric Utility at the Interconnection Point and Customer shall be permitted to retain any credits or payments from the Local Electric Utility that may be available under net metering or similar programs excluding any such credits or payments to which Provider is entitled pursuant to this Agreement. Provider shall reasonably cooperate with Customer to facilitate Customer's receipt of payments or benefits under such net metering or similar programs and if Provider is deemed to be the owner of any such credits or payments under net metering or similar programs, Provider shall assign the same (or the proceeds thereof) to Customer. If Provider receives any payments in respect of such net metering or similar programs, it shall promptly pay them over to Customer to the extent such payment is permitted under Applicable Law.

5.13 No Resale of Electricity. The energy purchased by Customer from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Provider, which approval shall not be unreasonably withheld, and Customer shall not take any action which would cause Customer or Provider to become an electric utility or public service company.

ARTICLE VI. TITLE TO SYSTEMS.

6.1 Title to System. Provider shall retain title to and be the legal and beneficial owner of each System at all times. Absent further written election by Provider, each System shall (i) remain the personal property of Provider and shall not attach to or be deemed a part of, or fixture to, the Property, and (ii) at all times retain the legal status of personal property as defined under Article 9 of the applicable Uniform Commercial Code. Provider shall be entitled to, and is hereby authorized to, file one or more precautionary UCC Financing Statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the System in order to protect its title to and rights in the System. The Parties intend that neither Customer nor any party related to Customer shall acquire the right to operate the System or be deemed to operate the System for purposes of Section 7701 (e)(4)(A)(i) of the Internal Revenue Code, as amended, and the terms of this Agreement shall be construed consistently with the intention of the Parties. If Provider determines to treat any component of the System as real property, it will seek Customer's consent in writing along with the reasons therefore, and any required third party consents arising by reason of such characterization. Customer shall not unreasonably withhold its consent. Notwithstanding the foregoing, Financing Party may hold title to the System pursuant to a sale/leaseback transaction.

6.2 Ownership of Attributes. As between the Parties, Provider shall retain the exclusive right to take or sell all System products, including electricity, capacity and all Environmental Attributes and Tax Attributes. Customer shall provide reasonable assistance to

Provider in preparing all documents necessary for Provider to receive such Environmental Attributes and Tax Attributes, and if is deemed to be the owner of any such Environmental Attributes or Tax Attributes, Customer shall assign the same (or the proceeds thereof) to Provider. Provider shall reimburse Customer for any actual out-of-pocket costs or expenses reasonably incurred in connection with such actions. If Customer receives any payments in respect of such Environmental Attributes or Tax Attributes, it shall promptly pay them over to Provider.

6.3 Ownership of Rebates; Customer Rebate Assistance. All Rebates available in connection with the System are owned by Provider. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Rebates, and if Customer is deemed to be the owner of such Rebates, Customer shall assign the same to Provider. Provider shall reimburse Customer for any actual out-of-pocket costs or expenses reasonably incurred in connection with such actions. If Customer receives any payments in respect of Rebates it shall promptly pay them over to Provider.

6.4 Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the System. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Customer is deemed to be the owner or provider of such capacity or services, Customer shall assign the same to Provider. Provider shall reimburse Customer for any actual out-of-pocket costs or expenses reasonably incurred in connection with such actions. If Customer receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

6.5 Risk of Loss; Exclusive Control. As between the Parties, Provider will be deemed to be in exclusive control (and responsible for any property damage or injuries to persons caused thereby) of the Actual Production up to but excluding the point where each System is interconnected to Customer's electrical system (the "Interconnection Point") and Customer will be deemed to be in exclusive control (and responsible for any property damage or injuries to persons caused thereby) of the Actual Production at and from the Interconnection Point. Risk of loss related to Actual Production will transfer from Provider to Customer at the Interconnection Point.

6.6 Provider Liens. Provider shall not cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to Customer's interests in the Property or any interest therein other than the rights granted Provider hereunder. Provider will indemnify Customer for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Property. Provider also shall pay promptly any taxes, charges or fees for which Provider is responsible pursuant to Section 6.07 before a fine or penalty may attach to the Property.

6.7 Taxes and Assessments. Provider will pay and be responsible for any sales or use tax imposed with respect to Provider's acquisition and installation of the System. Provider shall not be obligated for any taxes payable by or assessed against Customer based on or related to Customer's income or revenues. Provider shall pay and be responsible for any sales, use, excise, transfer and other similar taxes or assessments levied on the sale or deliveries of the Solar Services hereunder (regardless of whether such taxes or assessments are imposed on Provider or Customer), together with any interest, penalties or additions to tax payable with respect to such taxes or assessments. Customer shall provide Provider with applicable tax exemption documents and shall cooperate with Provider to minimize the impact of any such taxes and assessments. Customer shall be liable for any real property taxes or

assessments associated with the Property caused solely as a result of the presence of the System on the Property.

6.8 Insolation. Customer acknowledges that access to sunlight is essential to the value of the rights granted hereunder. Accordingly, Customer shall not voluntarily permit any interference with Insolation on and at the Property. Customer will not construct or permit to be constructed any structure on the Property that would adversely affect Insolation levels, or permit the growth of foliage that could adversely affect Insolation levels. Customer shall compensate Provider for any Lost Provider Revenues associated with any interference with Insolation attributable to Customer hereunder, provided Provider is able to measure and verify said adverse effects pursuant to acceptable industry standards.

6.9 Other Customer Activities. Customer shall not initiate, conduct or permit activities on, in or about the Site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting a System. If Customer determines to undertake activities on the Property that require temporary displacement of any portion of the Site, then it shall provide reasonable prior notice (not less than six months) to Provider, and at Customer's expense, Provider shall disassemble, store and re-assemble the affected portions of the System at a time and in a manner reasonably calculated to accommodate such work. Storage of the System in accordance with the previous sentence shall be on the Property in a location to be designated by Customer, but in the estimation of Provider reasonably suitable for storage of the component pieces of the System. Customer will pay Provider all Lost Provider Revenues with respect to the period of such shutdown.

6.10 Provider Safety Shutdown. In addition to the right of Provider to shut down the System for maintenance or emergency repairs as provided in Section 5.6, Provider may shutdown the System if in the exercise of its reasonable judgment, Provider believes Site conditions or activities of persons on the Site which are not under the control of Provider, whether or not under the control of Customer, may interfere with the safe operation of the System. Provider shall give Customer notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Customer shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the System and to reduce the duration of any shutdown. In the event of such a shutdown, and if said shutdown is caused by the negligence, willful misconduct or breach of this agreement by Customer, Customer shall be deemed to have shut down the System, and shall pay Provider all Lost Provider Revenues with respect to the period of the shutdown. If a shutdown pursuant to this Section 6.12 continues for one hundred and eighty (180) days or longer, and if said shutdown is caused by the negligence, willful misconduct or breach of this agreement by Customer, Provider may terminate this Agreement and require Customer to pay the Early Termination Fee.

6.11 System Relocation. Customer may request to move the System to another location on the Site or to another site owned by Customer, but any such relocation shall be subject to the approval of Provider in its sole discretion. In connection with such relocation, Customer shall execute an amendment to this Agreement reflecting the new location of the System but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Customer shall also provide any consents or releases required by Provider in connection with the new location. Customer shall pay all costs associated with the removal and relocation of the System, including installation and testing costs and interconnection costs. In addition, Customer will pay Provider all Lost Provider Revenues with respect to any relocation period.

6.12 Interconnection Deactivated. If an interconnection with the Local Electric Utility becomes deactivated such that the System is no longer able to produce energy or deliver energy to the Local Electric Utility for reasons that are not: (i) a Force Majeure Event; or (ii) caused by or

related to any unexcused action or inaction of Provider, and if said deactivation is caused by the negligence, willful misconduct or breach of this agreement by Customer, Customer will pay Provider any Lost Provider Revenues associated with the period of such deactivation.

6.13 Sale of Site. In the event Customer transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Customer shall remain primarily liable to Provider for the performance of the obligations of Customer hereunder notwithstanding such transfer. However, if no Customer Default has occurred and is continuing and the transferee is acceptable to Provider in its sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider in its sole discretion, Customer may be released from further obligations under this Agreement.

ARTICLE VII. TERM.

7.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue to apply for each Property for a period ending on the first December 31 following the twenty-fifth (25th) anniversary of the Commercial Operation Date of the System located on such Property (the "Initial Term"), unless terminated earlier pursuant to this Agreement. After the Initial Term, this Agreement may be renewed for up to two (2) successive five (5)-year terms (each, a "Renewal Term"), if either Party provides written notice to the other Party at least one hundred and twenty (120) days prior to the expiration of the Initial Term or the then-applicable Renewal Term, and the other Party agrees to the renewal within thirty (30) days of receipt of the notice. The Initial Term and all subsequent Renewal Terms, if any, are referred to collectively as the "Term." The date on which this Agreement terminates by reason of expiration of the Initial Term or of a Renewal Term, if applicable, is hereafter referred to as the "Expiration Date." Any other date on which this Agreement terminates is hereafter referred to as the "Early Termination Date."

7.2 Early Termination by Provider. If a System has not begun to produce electricity, Provider may terminate this Agreement, immediately upon provision of written notice thereof to Customer. Provider will not have any liability for such termination, except that no such termination shall act to relieve Provider from any obligation hereunder regarding the removal of the System and the restoration of the Site.

7.3 Early Termination by Customer. Customer shall have the right to unilaterally terminate this Agreement with respect to the System and its related Site and Property only upon (i) Customer's purchase of such System as provided in Section 7.4, or (ii) at any time after the end of the sixth year of commercial operation of the System, not less than ninety (90) days prior written notice and, with respect to (ii), upon meeting the following conditions:

- (a) Customer pays Provider or its designee applicable Early Termination Fee as of the Early Termination Date, including all costs (including liquidated damages and penalties) required to terminate such System's arrangements with the Local Electric Utility, purchasers of Environmental Attributes and other related System contractors, and Customer obtains a full waiver of claims from such entities in form satisfactory to Provider and directed to Provider; and
- (b) Customer pays all costs to dismantle, decommission and remove such System and restore such Site to its original condition.

7.4 Customer Purchase Option. So long as a Customer Default shall not have occurred and be continuing, Provider grants to Customer an option to purchase the System (the "Purchase Option") as

of the Expiration Date or any Purchase Option Date for a purchase price (the "Option Price") equal to the *greater of* (a) the Fair Market Value of such System, as determined pursuant to Section 7.5, (b) the Early Termination Fee, *or* (c) the amount owed to any Financing Party upon termination pursuant to the applicable financing documents (including a sale/leaseback transaction). If Customer elects to exercise the Purchase Option, then, not less than one hundred eighty (180) days prior to the Expiration Date or Purchase Option Date, as applicable, Customer shall provide written notice to Provider of Customer's intent to exercise the Purchase Option, which election shall be irrevocable. Following its receipt of Customer's notice, Provider shall determine and notify Customer of the Fair Market Value. In the event Customer disagrees with any determination of Fair Market Value (to the extent in excess of the Early Termination Fee) it shall notify Provider in writing and the Parties shall determine the Fair Market Value in accordance with Section 7.5. Upon final determination of the Fair Market Value, but in any event on or before the Purchase Option Date, (i) the Parties shall promptly execute all documents necessary to (a) cause title to such System to pass to Customer, free and clear of any Liens, immediately subsequent to the Expiration Date or the Purchase Option Date (as applicable), and (b) assign any warranties for such System to Customer, and (ii) Customer shall pay the Option Price to Provider in immediately available funds. Customer shall also execute such documents reasonably necessary for Customer to accept, assume and perform all then-existing agreements relating to such System or the Solar Services, including but not limited to operations and maintenance agreements, and agreements for the sale of Environmental Attributes.

7.5 Determination of Fair Market Value. If the Customer does not agree with Provider's determination of Fair Market Value pursuant to Section 7.4, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties within twenty (20) days of the initial request for appraisal. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

ARTICLE VIII. REPRESENTATIONS AND WARRANTIES.

Each Party represents and warrants to the other as of the Effective Date:

8.1 Organization; Existence; Good Standing. Such Party is duly organized, validly existing and in good standing in the jurisdiction of its organization. Such Party has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, and such Party has taken all requisite corporate, body politic or other action to approve the execution, delivery and performance of this Agreement.

8.2 Binding Obligation. This Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to creditors' rights generally.

8.3 No Litigation. There is no litigation, action, proceeding or investigation pending or, to such Party's knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein.

8.4 Execution and Performance. Such Party's execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or

provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational laws or documents, or (iii) any Applicable Laws. To the knowledge of each Party, there are no commitments to third parties that may impair or otherwise adversely affect the performance of such Party under this Agreement, or the construction, installation or function of a System on the Property.

8.5 Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

8.6 Additional Representation of Customer.

- (a) Electric Usage. Customer has provided to Provider complete and correct records of its electricity usage at the Site for the preceding three (3) years.
- (b) Condition of Property. Customer has provided to Provider complete and accurate records and information of the physical condition of the Property. If it is discovered that the actual site conditions on part of, or on the entire Property upon which all or part of the System is to be installed, are materially different from the information presented by Customer, then the rates payable by Customer hereunder shall be negotiated by the Parties to reasonably compensate Provider for the cost of design and construction changes and delays incurred to adapt the System to the unknown conditions.
- (c) Financial Information. The financial statements Customer has provided to Provider present fairly in all material respects the financial condition and results of operations of Customer.
- (d) Title. The title to the Site is not impaired by any outstanding contract, covenant, interest, lien, or mortgage in conflict with this Agreement. Customer has full authority to grant the Provider license to access the Property.
- (e) Customer as Governmental Entity. If Customer is a municipality or other governmental entity, (i) Customer covenants that, in the event any payment hereunder (including payment of the Early Termination Fee) is or becomes subject to any necessary appropriation, Customer shall use its best faith efforts to appropriate necessary fund to satisfy such obligations, and not to discriminate between such obligations and its other obligations with respect to payments for necessary services, (ii) any failure of Customer to make payment as a result of any non-appropriation shall constitute a Customer Default, and (iii) Customer waives, to the fullest extent permitted by Applicable Law, any claim for sovereign immunity associated with any liability hereunder.

8.7 Representation of Provider Regarding System Design. The System, as described in Schedule 2, meets the current guidelines for qualification for non-demand metered service under the National Grid SC-2 Small General Non-Demand rate tariff, effective as of April 1, 2014.

ARTICLE IX.
DEFAULT AND FORCE MAJEURE

9.1 Provider Defaults.

- (a) Provider Default Defined. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) If Provider breaches any material term of this Agreement and (a) if such breach can be cured within thirty (30) days after Customer's notice of such breach and Provider fails to so cure, or (b) Provider otherwise fails to commence and diligently pursue and complete said cure within ninety (90) days, or
 - (ii) (a) Provider admits in writing its inability to pay its debts generally as they become due; (b) Provider files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district or territory thereof; (c) Provider makes an assignment for the benefit of creditors; (d) Provider consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Provider has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Provider's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Provider's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.
- (b) Customer's Remedies. If a Provider Default described in Section 9.1(a) has occurred and is continuing, Customer may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provisions, and otherwise exercise any other remedy it may have at law or equity or under this Agreement.
- (c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or any Person's property, then, in addition to any other right or remedy that Customer may have, Customer may (but shall not be obligated to) take such action as Customer deems appropriate to prevent such damage or injury.

9.2 Customer Defaults.

- (a) Customer Default Defined. The following events shall be defaults with respect to Customer (each, a "Customer Default"):
- (i) Customer fails to pay Provider any undisputed amount due Provider under this Agreement within five (5) Business Days from receipt of notice from Provider of such past due amount;
 - (ii) Customer breaches any material term of this Agreement if (a) such breach can be cured within thirty (30) days after Provider's notice of such breach and Customer fails to so cure, or (b) Customer otherwise fails to commence and diligently pursue and complete said cure within ninety (90) days; or
 - (iii) (a) Customer admits in writing its inability to pay its debts generally as they become due; (b) Customer files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district

or territory thereof; (c) Customer makes an assignment for the benefit of creditors; (d) Customer consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Customer has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Customer's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Customer's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

- (b) Provider's Remedies. If a Customer Default described in Section 9.02Ca) has occurred and is continuing, then in addition to (and not in lieu of) any other remedy it may have in law or equity, may do any or all of the following: (i) require Customer to pay to Provider the Early Termination Fee and/or (ii) remove any of the System from the Property at Customer's expense and terminate this Agreement immediately.
- (c) Actions to Prevent Injury. If any Customer Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury.

9.3 Force Majeure. A "Force Majeure Event" means any event which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party affected, (ii) such event, despite the exercise of reasonable diligence, cannot be prevented, avoided or overcome by such Party, (iii) the Party affected has taken all reasonable precautions and measures in order to avoid the effect of such event on such Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof, and (iv) such event is not the direct or indirect result of a Party's negligence or the failure of such Party to perform any of its obligations under this Agreement or to comply with Applicable Law. Notwithstanding any other term hereof, no payment obligation of Customer under this Agreement may be excused or delayed as a result of a Force Majeure Event, unless such Force Majeure directly causes Customer to be unable to make payments due under this Agreement.

- (b) A Party claiming a Force Majeure Event shall not be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of such Force Majeure Event; provided that the Party claiming relief shall immediately notify the other Party in writing of the existence of the Force Majeure Event, exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, and resume performance of its obligations hereunder as soon as practicable thereafter.
- (c) Either Party may terminate this Agreement, upon written notice to the other Party, if

a Force Majeure Event extends for more than three hundred sixty-five (365) consecutive days and such Force Majeure Event materially and adversely affects the operations of the Party claiming such Force Majeure Event. In the event of a termination pursuant to this Section 9.3(c), the Party claiming the Force Majeure Event will not have any liability for such termination, except that such Party shall be liable for all costs to dismantle, decommission and remove the System and restore the Site to its original condition.

9.4 Limitation on Liability. Except with respect to payment of the Early Termination Fee or in connection with third-party indemnification claims, neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages arising out of, or in connection with, this Agreement.

ARTICLE X. DISPUTE RESOLUTION.

10.1 Resolution by Parties. In the event of any dispute, controversy, or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within thirty (30) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder. The Parties agree to attempt to resolve all Disputes promptly, equitably and in a good faith manner. In the event a Dispute hereunder is resolved pursuant to arbitration or judicial proceedings, the Party, whose petition does not prevail in such proceedings, shall reimburse all of the other Party's third party costs (including reasonable attorney's fees) incurred to prosecute or defend (as the case may be) such proceedings.

ARTICLE XI. INSURANCE, CASUALTY AND CONDEMNATION.

11.1 Provider's Insurance. Provider shall maintain the following insurance coverages in full force and effect from the date that any preparatory installation activities begin at the Property throughout the Term: (a) Workers' Compensation Insurance as may be from time to time required under Applicable Laws, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, which insurance shall cover the following: (i) premises and operations liability; (ii) contractual liability; (iii) products/completed operations; (iv) personal and advertising liability; (v) independent contractor liability and (vi) xcu (explosion, collapse and underground); and (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum liability of \$1,000,000; and (d) Umbrella or Excess liability insurance with a limit of \$2,000,000 per occurrence and a general aggregate of \$2,000,000. Additionally, Provider shall carry commercially adequate property loss insurance on each System. Provider's liability insurance policies shall be written on an occurrence basis and shall include Customer as an additional insured on a primary basis to said policies.

11.2 Customer's Insurance. Customer shall maintain the following insurance coverages in full force and effect from the date that any preparatory installation activities begin at the Property throughout the Term: (a) Workers' Compensation Insurance as may be from time

to time required under Applicable Laws, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Customer shall carry commercially adequate property loss insurance for the Site. Customer's liability insurance policies shall be written on an occurrence basis and shall include Provider as an additional insured on a primary basis to said policies.

11.3 Generally. Upon each Party's request annually, each Party shall deliver to the other Party certificates of insurance evidencing such respective coverage referenced above, which shall specify that the other Party shall be given at least thirty (30) days' prior written notice by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be on an occurrence basis and shall be primary coverage without right of contribution from any insurance of the other Party and shall permit waivers of subrogation against the other Party. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1. Provider's insurer may be an Affiliate of Provider.

11.4 Casualty. If at any time during the Term any part of the Property is so severely damaged by fire or other casualty that substantial alteration, reconstruction or restoration is required on the Property; but the System is capable of producing Actual Production, then Customer shall take and pay for all of the Actual Production that the System is capable of producing. In such case, this Agreement shall remain in full force and effect, without change, for the remainder of the Term.

- (a) If at any time during the Term the System is so severely damaged by fire or other casualty that substantial alteration, reconstruction or restoration is required, then Provider shall have the right, but not the obligation, to reconstruct or restore the System and if Provider elects to do so then Customer shall elect one of the options provided in Section 11.04(a). If Provider fails to provide notice of its intention to reconstruct or restore the System within ninety (90) days of any such casualty, this Agreement shall terminate and Provider shall remove the System from the Site.

11.5 Condemnation. If at any time during the Term, any part of the Property or System is taken for any public or quasi-public use under Applicable Law, ordinance or regulation by a Governmental Authority by condemnation or right of eminent domain, then each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party.

ARTICLE XII. ASSIGNMENT.

12.1 Generally. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Any purported assignment in violation of this Article XII shall be null and void *ab initio*.

12.2 Assignment by Customer. Customer shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall

not be unreasonably withheld.

12.3 Assignment by Provider. Except as expressly provided herein, Provider shall not sell, transfer or assign this Agreement or any right, interest or obligation therein (collectively, an "Assignment"), without the prior written consent of Customer; *provided, however, that*, without the prior consent of (but with notice to) Customer, Provider may (i) make an Assignment to an Affiliate of Provider; (ii) collaterally assign or pledge its interests hereunder and/or in the System or any monies due under this Agreement, as described more fully below in Section 12.4; and make an Assignment to a Financing Party as part of a sale/leaseback financing. Otherwise, Provider may make an Assignment of Provider's rights and obligations hereunder only upon Customer's prior consent; *provided that* Customer shall not unreasonably withhold, condition or delay its consent to an Assignment of Provider's rights and obligations hereunder if Customer has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System; and (y) has the financial capability to maintain the System and perform hereunder. A direct assignee of Provider's obligations hereunder shall assume in writing, in form and content reasonably satisfactory to Customer, the due performance of all Provider's obligations under this Agreement. Customer will provide such confirmations, releases and novations as are reasonably requested by Provider in connection with any such assignment.

12.4 Financing Accommodations. Assignment to Financing Party. Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the System. Customer acknowledges that Provider may obtain construction financing for the System from a third party and that Provider may either obtain term financing secured by the System or sell or assign the System to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Customer acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Financing Party, Customer agrees as follows:

- a) Consent to Collateral Assignment. Customer hereby consents to both of the sale of the System to a Financing Party and the collateral assignment to the Financing of the Provider's right, title and interest in and to this Agreement.
- b) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:
 1. Step-In Rights. The Financing Party, as owner of the System, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the System;
 2. Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner

provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or to perform any act, duty or obligation of Provider under this Agreement (unless the Financing Party has succeeded to Provider's interests under this Agreement), but Customer hereby gives it the option to do so;

3. Exercise of Remedies. Upon the exercise of remedies, including any sale of the System by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Customer of the transfer or assignment of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;
4. Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Customer shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(c) Right to Cure.

1. Cure Period. Customer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
 2. Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 12.4(c)(1) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
- (d) Financing Party a Third Party Beneficiary. Customer agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 12.4.
- (e) Entry to Consent to Assignment. Customer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may

be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the System.

ARTICLE XIII.
INDEMNIFICATION.

13.1 Indemnification by Provider. Subject to Section 11.1, Provider shall fully indemnify, save harmless and defend Customer, its contractors, subcontractors, directors, officers, employees, agents and invitees from and against any and all costs, claims, and expenses incurred by Customer in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (a) the negligence or willful misconduct of Provider or its agents or employees or others under Provider's control or (b) any work performed by Provider, its agents, servants, subcontractors or employees of the Property or any premises or facilities, or part thereof, owned by Customer or (c) a Provider Default; *provided, however,* that Provider's obligations pursuant to this Section 13.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Customer; *provided further, however,* that nothing in this Section is intended to modify the limitation of Provider's liability set forth in Section 9.4. This agreement to indemnify specifically includes full indemnity in the event of liability imposed against Customer solely by reason of statute, operation of law or otherwise.

13.2 Indemnification by Customer. Subject to Section 11.2, Customer shall fully indemnify, save harmless and defend Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, contractors and invitees and any Financing Party ("Provider Indemnified Parties") from and against any and all costs, claims, and expenses incurred by Provider in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (a) the negligence or willful misconduct of Customer or its agents or employees or others under Customer's control or (b) a Customer Default; *provided, however,* that Customer's obligations pursuant to this Section 13.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Provider; *provided further, however,* that nothing in this Section is intended to modify the limitation of Customer's liability set forth in Section 9.4.

13.3 Notice of Claims. Any Party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other Party (the "Indemnifying Party") a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; *provided, however,* that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such Indemnifying Party has been prejudiced by such failure.

13.4 Defense of Action. If requested by an Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; *provided, however,* that if the Indemnifying Party is a defendant in any such action and the Indemnified Party believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the Indemnifying Party's expense. If any claim, action,

proceeding or investigation arises as to which the indemnity provided for in this Section applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party's expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

13.5 Survival of Provisions. The provisions of this Article 13 shall survive the expiration or termination of this Agreement.

ARTICLE XIV. MISCELLANEOUS.

14.01 Additional Documents. Upon the receipt of a written request from another Party, each Party shall execute such additional documents, instruments, estoppels, consents, confirmations and assurances, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

14.02 Confidentiality. If either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena; (iii) is independently developed by the receiving Party; (iv) becomes available to the receiving Party from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; or (v) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party. In the event that the receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the receiving Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure, if permitted by Applicable Law, so that the disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

14.3 Public Announcements. To avoid any conflicts regarding claims of solar or renewable energy use or production, Customer shall submit to Provider for prior written approval any public announcements, including without limitation, press releases, regarding the matters contemplated hereunder, the System or Customer's use of solar or renewable energy, such

approval not to be unreasonably withheld.

14.4 Integration; Attachments. This Agreement, together with the Schedules and any Exhibits attached hereto, constitutes the entire agreement and understanding between Provider and Customer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof.

14.5 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement accepted standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

14.6 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Customer.

14.7 Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party granting such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. The failure of Provider or Customer to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance, or of any other provision in any instance. No single or partial exercise of any right under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right; and no waiver of any breach of or default under any provision of this Agreement shall constitute or be construed as a waiver of any subsequent breach of or default under that or any other provision of this Agreement.

14.8 Cumulative Remedies. Except as set forth herein, any right or remedy of Provider or Customer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

14.9 Survival. The obligations hereunder that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to give them full effect.

14.10 Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without reference to any choice of law principles. Any legal action or proceeding with respect to or arising out of this Agreement shall be brought in or removed to the courts of the State of New York and of the United States of America in and for the State of New York. By execution and delivery of this Agreement, Provider and Customer accept, generally and unconditionally, the jurisdiction of the aforesaid courts. Provider and Customer hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of *forum non-conveniens*.

14.11 Waiver of Jury Trial. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERON, OR ARISING OUT OF, UNDER, OR

IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PROVIDER TO ENTER INTO THIS AGREEMENT.

14.12 Severability. Any term, covenant or condition in this Agreement that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Agreement to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Agreement, or of such provision in other jurisdictions. The Parties shall use good faith effort to replace any provision that is ineffective by operation of this Section with an effective provision that as closely as possible corresponds to the spirit and purpose of such ineffective provision.

14.13 Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

14.14 Relation of the Parties. The relationship between Provider and Customer shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Customer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

14.15 Injunctive Relief. The Parties acknowledge and agree that any violation or breach of the provisions of this Agreement may result in irreparable injury to a Party for which a remedy at law may be inadequate. In addition to any relief at law that may be available to a non-breaching Party for such a violation or breach, and regardless of any other provision contained in this Agreement, such Party shall be entitled to seek injunctive and other equitable relief and shall not be required to post any bond in connection therewith.

14.16 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective permitted successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

14.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

14.18 No Public Utility. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Provider's obligations or performance under this Agreement. If at any time as a result of any Change in Law, Provider would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of this Agreement, Customer

will use its best efforts to restructure this Agreement so that Provider will not be subject to such regulation (while preserving for both Parties the substantive economic benefits conferred hereunder).

14.19 No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

14.20 Notices. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:

CJ SOLAR I LLC
c/o Borrego Solar Systems, Inc.
1115 Westford Street, Second Floor
Lowell, MA 01851
Phone: (888) 898-6273
Fax: (888) 843-6778

With a copy to:

Borrego Solar Systems, Inc.
360 22nd St, Suite 600,
Oakland, CA 94612
Attn: General Counsel
Phone: (888) 898-6273
Fax: (888) 843-6778

If to Customer:

Sheriff Robert M. Maciol
Oneida County Sheriff's Office
6075 Judd Rd., Oriskany, NY 13424
315-765-2200
rmmaciol@oneida-county-sheriff.us

With copy to:

Peter M. Rayhill, Esq, County Attorney
County of Oneida
800 Park Ave., Utica, NY 13501
315-798-5910
prayhill@ocgov.net

or at such other address as may be designated in writing to the other Party. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand-delivered, or sent by (a) registered or certified U.S. Mail, postage prepaid, (b) commercial overnight delivery service, or (c) facsimile or email attachment, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand-delivered, or upon confirmation of sending when sent by facsimile or email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. Mail. Customer shall deliver to any Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Customer under this Agreement, inclusive of a reasonable description of Provider Default, and no such notice shall be effective absent delivery to the Financing Party. Customer shall not mutually agree with Provider to terminate this Agreement without the written consent of the Financing Party.

14.21 NYSERDA Program Requirements. Provider and Customer each agree that this Agreement is subject to and shall be compliant with the terms of the NYSERDA Program and that the provisions set forth in Attachment J to the PON 2956 - NY-Sun Competitive PV Program, attached hereto as Schedule 6, are hereby incorporated by reference into this Agreement.

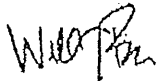
[Signature pages follow.]

IN WITNESS WHEREOF intending to be legally bound hereby, the Parties have executed this Solar Power Services Agreement as of the Effective Date.

PROVIDER: CJ SOLAR 1 LLC

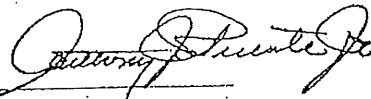
PROVIDER: 1115 SOLAR DEVELOPMENT, LLC, ITS SOLE MEMBER AND
MANAGER

PROVIDER: BORREGO SOLAR SYSTEMS, INC., ITS SOLE MEMBER AND
MANAGER

By: 

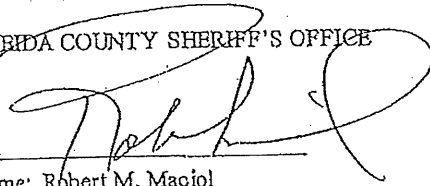
Name: William Bush
Title: Chief Financial Officer

CUSTOMER: ONEIDA COUNTY

By: 

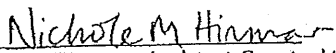
Name: Anthony J. Picente, Jr.
Title: County Executive

ONEIDA COUNTY SHERIFF'S OFFICE

By: 

Name: Robert M. Maciol
Title: Oneida County Sheriff

Approved as to Form


Nichole Hinman, Assistant County Attorney

SIGNATURE PAGE TO SOLAR POWER SERVICES AGREEMENT

Schedule 1

DESCRIPTION OF PROPERTIES

The property is located at 11203 Cosby Manor Road, Schuyler, NY or an alternative Property mutually agreeable to the Parties.

RECORDS & DEEDS OFFICE
STATE OF NEW YORK

144017

This Indenture,

Made the 19th day of December
Nineteen Hundred and Eighty four

STATE OF NEW YORK, HERKIMER COUNTY
Recorded on the 23rd Day of Dec. 1984
at 3:10 o'clock P.M. in book no. 697
at page 605 and assigned
Marilyn K. Coffey
CLERK

Beltran
COGAR CORPORATION (formerly known as Cogar Information Systems, Inc.)
with principal place of business at Genesee Street, Utica, NY
a corporation organized under the laws of The State of New York.

part Y of the first part, and
ALBERT S. MAZLOOM, residing at 108 Hertford Place, Utica, New York,

Witnesseth that the party of the first part, in consideration of part X of the second part,

ONE Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release, unto the party of the second part, his heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Schuylers, Herkimer County, New York, known as a part of the James Root lot bounded and described as follows: Commencing at a point on the Cosby Manor Road at the southeast corner of property formerly of Albert D. Burke and wife, and running thence easterly along said Cosby Manor Road and parallel thereto 238.6 feet; thence northerly parallel to the line between land formerly of Chester Kochan and Albert D. Burke and wife 1825.5 feet to the north line of said Burke; thence westerly 238.6 feet to the east line of lands formerly of Burke; thence, southerly along the line between premises formerly of said Kochan and said Burke to the place of beginning, containing ten (10) acres of land.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Schuylers, Herkimer County, New York, described as follows: Consisting of about sixty-two and three quarters (62 3/4) acres of land; more or less, situate on the Cosby Manor Road (formerly known as Back Road) at the southeast corner of the school house property; thence northeasterly along the school house property three hundred fifty three (353) feet five (5) inches to the northeast corner thereof; thence northwesterly along the line of the school house property one hundred twenty (120) feet five (5) inches to the land of Philip Keida; thence northeasterly along said Keida's line three thousand seven hundred twenty two (3,722) feet five (5) inches to the land of Frank Maciewicz; thence, along said Maciewicz's land seven hundred nineteen (719) feet five (5) inches; thence southwesterly along the line of John Kochan and Frank Maciewicz a distance of four thousand nineteen (4,019) feet one (1) inch to the center of Cosby Manor Road; thence northeasterly along the center of Cosby Manor Road five hundred ninety three (593) feet six (6) inches to the place of beginning.

It is expressly understood and agreed between the parties hereto that the aforesaid premises are conveyed subject to any right-of-way and to such restrictions as is contained in the thirteenth paragraph of the Last Will and Testament of Miram B. Tanner recorded in Book 148 of Deeds, at page 132.

EXCEPTING AND RESERVING therefrom, premises conveyed to David A. Reinhardt and wife by Stanley P. Keida by deed dated November 10, 1966 and recorded in the Herkimer County Clerk's Office on November 14, 1966 in Book 585 of Deeds at page 148.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Schuylers, Herkimer County, New York, bounded and described as follows: Beginning at a point in the center of the Schuylers-Newport Road, known as Herkimer County Highway #154 at the southerly side of a culvert in said highway over Wood Creek, and which point of beginning is 360 feet more or less along the center of said highway south from premises of J. Malolewicz, formerly George Baker; and running thence along the center of said County Highway #154 South 61° 46' West 214.5 feet to a spike driven in the center line of said road, and running thence North 31° 02' West 250 feet to a set

iron pin, and running thence North 6° 02' West 60 feet to a set iron pin; and running thence North 23° 58' East 180 feet to a set iron pin, and running thence North 6° 02' West 133 feet to a set iron pin in the property line of Keida, formerly Burke and running thence North 42° 48' East along the said Keida property line a distance of 155 feet to an iron pin in the south property line of Malciewic, formerly Baker and running thence along said Malciewic property line south 45° 02' East 416 feet to the center line of said Newport-Schuyler Road known as Herkimer County Highway #154, and running thence southerly and southwesterly along the center line of said Herkimer County Highway #154, 360 feet more or less to the point and place of beginning and comprising four (4) acres of land, be the same more or less.

HZB

EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land described as Parcel No. 11 and parcel No. 67 as shown on map No. 7 of the Schuyler Corners -Middleville, Et. 1 County Highway, Herkimer County. The total area being 1.793 ± acres.

This conveyance is made and accepted subject to a permanent easement for stream channel, and it is further made and accepted subject to restrictive covenants that this property shall not be used for the storing of a trailer, the erection of a trailer or a trailer park for use as residences. Further, that no junk yard shall be placed upon said premises. These restrictions shall run with the land.

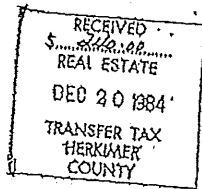
ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Schuyler, Herkimer County, New York, on the Newport Road (County Highway #154) bounded and described as follows: Beginning at a point on the northwest side of Newport Road, as it is reconstructed in the year 1967, which point is also the southwest corner of property owned by Robert J. Glenske; thence in a southwesterly direction along said Newport Road a distance of 120 feet to a point; thence westerly on a line perpendicular to said Newport Road a distance of 420 feet or in any event to the property line of Keida, formerly Burke; thence northerly along said Keida Property line to a point in the property line of Glenske; thence south 6° 02' E. a distance of 133 feet to an iron pin; thence S. 23° 58' W. a distance of 180 feet to an iron pin; thence S. 6° 02' E. a distance of 60 feet to an iron pin; thence S. 31° 02' E. a distance of 160 feet to the place of beginning.

BEING the same premises conveyed to Cogar Information Systems, Inc., by Deed dated March 19, 1968 and recorded in the Herkimer County Clerk's Office March 19, 1968 in Liber 593 of Deeds at page 295. Cogar Information Systems, Inc., having changed its corporate name to Cogar Corporation, by Certificate dated December 4, 1968 and filed in the Herkimer County Clerk's Office.

This conveyance is made and accepted subject to restrictive covenants that this property shall not be used for the storing of a trailer, the erection of a trailer or a trailer park for use as residences. Further, that no junk yard shall be placed upon said premises. These restrictions shall run with the land.

That the property described herein constitutes all or substantially all of the assets of the corporation; and that the shareholders and Board of Directors of Cogar Corporation have duly authorized such disposition.

0998



Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, his heirs and assigns forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises; Second, That the party of the first part will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of



In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 19th day of December, Nineteen Hundred and Eighty Four

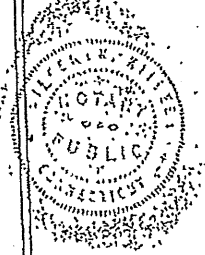
COGAR CORPORATION

By Leo G. Blatz, President

Corrected State of New York County of Fairfield before me personally came

On this 19th day of December ss. Nineteen Hundred and Eighty Four Leo G. Blatz

to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Fairfield, New York, and is the President of the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



William K. Rice
Notary Public - State of
County of Fairfield
My co. ex. March 31, 1987

Schedule 2

SITE PLANS AND SYSTEM

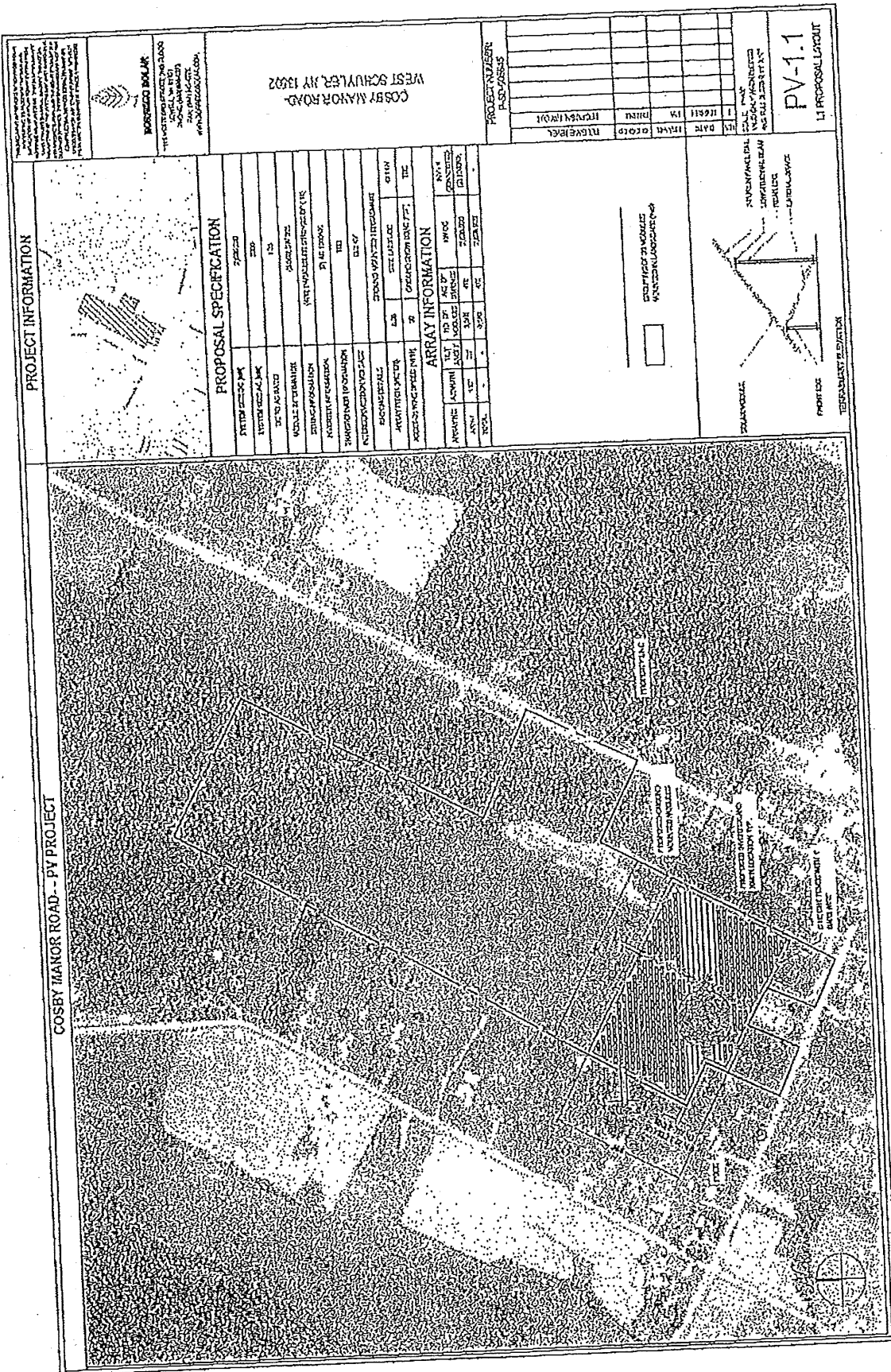
Site Plan:

Attach preliminary drawings of Engineer's approved Site Plans for grid-connected, ground-mount solar electric PV systems. As-built drawings to be provided upon completion and Commercial Operation Date, and amended to this Schedule, in accordance with Article IV. The Parties agree that the Provider is required to provide a map and description, prepared by a licensed surveyor, based on a site plan that reflects final as-built conditions, with a copy to the customer.

System Details:

[SYSTEM EQUIPMENT AND EQUIPMENT COUNTS SUBJECT TO CHANGE AS DESIGN PROGRESSES]

Solar System Size:	2,699 kW DC
Estimated Year 1 Production:	3,210,620 kWh
Estimated Annual Degradation:	0.7%
Estimated Commercial Operation Date:	TBD: depending upon interconnection application, incentive requirements and permitting timeline
Modules:	Canadian Solar CSX-305P, or equivalent
Inverters:	Advanced Energy AB 1000NX, or equivalent
Racking:	TerraSmart, or other suitable equipment
Warranty:	25-year power warranty on solar modules, including minimum annual production amount.
System Includes:	System components include: Solar panels, racking system, inverter system, wire kits, and data monitoring system. Design including: site visits, system drawings, engineering review and stamps (not including building structural review, if required). System commissioning. Interconnection application and permitting.



PROJECT INFORMATION

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE COMPANY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

PROPOSED BSM, INC.
 1000 WEST MAIN STREET, SUITE 1000
 WEST SCHUYLER, NY 13022
 TEL: 315.352.1234
 FAX: 315.352.1235
 WWW.BSM.COM

COSBY MANOR ROAD
WEST SCHUYLER, NY 13022

PROJECT NUMBER:
PV-1.1

PROPOSAL SPECIFICATION

SYSTEM TYPE	MONOCRYSTALLINE
SYSTEM VOLTAGE	600V
DC TO AC RATIO	1.25
WIND SPEED	70 MPH
WIND DIRECTION	DOMINANT WIND DIRECTION
TEMPERATURE	70°F
NEARBY OBSTACLES	NO
SHADING	NO
GROUND COVER	GRASS
SOIL TYPE	CLAY
ADDITIONAL COMMENTS	

ARRAY INFORMATION

ROW #	ROW LENGTH (FT)	ROW WIDTH (FT)	ROW SPACING (FT)	ROW TOTAL LENGTH (FT)	ROW TOTAL WIDTH (FT)	ROW TOTAL SPACING (FT)
1	100	10	10	100	10	10
2	100	10	10	100	10	10
3	100	10	10	100	10	10
4	100	10	10	100	10	10
5	100	10	10	100	10	10
6	100	10	10	100	10	10
7	100	10	10	100	10	10
8	100	10	10	100	10	10
9	100	10	10	100	10	10
10	100	10	10	100	10	10
11	100	10	10	100	10	10
12	100	10	10	100	10	10
13	100	10	10	100	10	10
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18	100	10	10	100	10	10
19	100	10	10	100	10	10
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24	100	10	10	100	10	10
25	100	10	10	100	10	10
26	100	10	10	100	10	10
27	100	10	10	100	10	10
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39	100	10	10	100	10	10
40	100	10	10	100	10	10
41	100	10	10	100	10	10
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43	100	10	10	100	10	10
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PROJECT NUMBER:
PV-1.1

LI PROPOSAL LAYOUT

WEST SCHUYLER, NY 13022

COSBY MANOR ROAD

PROJECT NUMBER:
PV-1.1

LI PROPOSAL LAYOUT

WEST SCHUYLER, NY 13022

COSBY MANOR ROAD

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LI PROPOSAL LAYOUT

WEST SCHUYLER, NY 13022

COSBY MANOR ROAD

PROJECT NUMBER:
PV-1.1

LI PROPOSAL LAYOUT

WEST SCHUYLER, NY 13022

COSBY MANOR ROAD

Schedule 3
kWh RATE

The kWh Rate with respect to the System contemplated in the Agreement shall be in accordance with the following schedule:

Year	PPA Rate (\$/kWh)
1	\$0.1275
2	\$0.1275
3	\$0.1275
4	\$0.1275
5	\$0.1275
6	\$0.1275
7	\$0.1275
8	\$0.1275
9	\$0.1275
10	\$0.1275
11	\$0.1275
12	\$0.1275
13	\$0.1275
14	\$0.1275
15	\$0.1275
16	\$0.1275
17	\$0.1275
18	\$0.1275
19	\$0.1275
20	\$0.1275
21	\$0.1275
22	\$0.1275
23	\$0.1275
24	\$0.1275
25	\$0.1275

After year 25, during any Renewal Terms, the \$/kWh rate will escalate at the rate of 0% per annum.

Schedule 4
EARLY TERMINATION FEE COMPONENT

The Early Termination Fee with respect to a System under the Agreement shall include a lump sum payment calculated in accordance with the following schedule.

Early Termination Occurs in Year:	ETF Component Payment
1	\$4,278,474
2	\$4,267,584
3	\$4,250,560
4	\$4,226,834
5	\$4,195,789
6	\$4,156,760
7	\$4,109,026
8	\$4,051,807
9	\$3,984,260
10	\$3,905,472
11	\$3,814,459
12	\$3,710,153
13	\$3,591,402
14	\$3,456,959
15	\$3,305,476
16	\$3,135,497
17	\$2,945,447
18	\$2,733,623
19	\$2,498,186
20	\$2,237,148
21	\$1,948,360
22	\$1,629,498
23	\$1,278,055
24	\$891,317
25 or after	\$466,354

Schedule 5
PON 2956 -NY-SUN COMPETITIVE PV PROGRAM

Attachment I

PON 2956 - NY-Sun Competitive PV Program

Contractors awarded under NYSERDA PON 2956 must, by January 15, 2015, provide NYSERDA a copy of the fully-executed agreement between the Contractor and the Customer including the following terms:

Renewable Portfolio Standard (RPS) Attributes: Orders issued by the Public Service Commission provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in New York State that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, regardless of the percentage of the project capacity included on the Bid Application Form, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

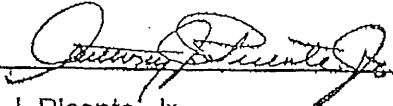
Publicity and Site Events: Customer will allow photographs of the Project Site with explicit permission for NYSERDA to use, reproduce, distribute, exhibit, alter, publish or otherwise use such photographs in all forms, manner, including composite or distorted representations, and media, including electronic, print, digital, or electronic publishing via the Internet, and for all purposes, including advertising, trade, or any other lawful purposes.

Inspection/Reporting/Commissioning: Contractor will allow NYSERDA, its technical contractor, or Data Agent to conduct Site Inspections or remote monitoring services. Contractor will obtain permission from the Customer for NYSERDA, its technical contractor, or Data Agent to inspect the Installation location or perform remote monitoring services. Contractor will arrange access to the Project Site upon requests by NYSERDA, its technical contractor, or Data Agent.

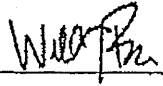
Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand the above information and requirements and agree to abide by them.

Customer: By signing below, the Customer affirms that the site contributes to the Renewable Portfolio Standard (RPS) through a monthly electric utility bill.

Supremacy: Should the terms included in this document conflict with terms in any other contractual instrument between Contractor and Customer, the terms of this document shall control.

Customer Signature  Date 1/14/15
Print Name Anthony J. Plcente, Jr.
Customer Company Name Oneida County Executive

Contractor: By signing below, the Contractor agrees that they: (1) are in compliance with Terms and Conditions of NYSERDA's program; and (2) are bound by the Terms and Conditions of this Addendum.

Contractor Signature  Date 1/12/15
Print Name WILLIAM BUSH
Contractor Company Name BORBEGO SOLAR SYSTEMS, INC.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

December 23, 2016

FN 20 17-014

Hon. Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Re: Oneida County Comprehensive Emergency Management Plan

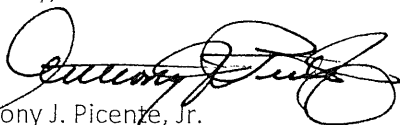
Dear Chairman Fiorini:

Enclosed is the Oneida County Comprehensive Emergency Management Plan, which has been updated for 2017 by the Emergency Services Department. The Plan was last updated in 2012. I endorse the Plan and the changes made to it.

At this time, I am forwarding the Plan to you and respectfully request that the Board of Legislators approve the Plan so that it may be implemented to plan for, and to address, disasters and other emergencies that may occur in Oneida County.

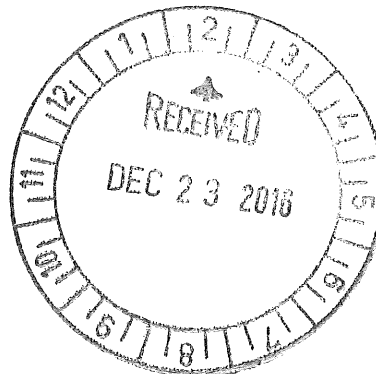
Thank you.

Sincerely,



Anthony J. Picente, Jr.

County Executive



Oneida County



Comprehensive Emergency Management Plan (CEMP)

January 2017

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- F. The Planning Team
- G. Community Characteristics
- H. Concept of Operations
- I. Plan Review, Maintenance and Updating

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- B. Hazard Mitigation Coordination and Leadership
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- E. Integrating Emergency Management Programs and Resources
- F. Emergency Response Capability Assessment
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- H. Identification and Protection of Critical Facilities
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-
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10. Human Services References and Resources

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- B. Disaster Assessment Process
- C. Assessment Organization
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List of Appendices and References

Plan References Available Online to View and Download

- New York State Executive Law, Article 2-B
- Emergency Declarations, Questions, Answers and Forms
- Emergency Planning Guide for Local Officials
- Oneida County Hazard Mitigation Plan
- NIMS and ICS Resource Center
- NY Alert

Appendices

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Record of Plan Changes

January, 2017

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Section I General Considerations and Planning Guidelines

A. Introduction

Preparation and implementation of a County Comprehensive Emergency Management Plan (CEMP) is recognized by local governments as a fundamental strategy for community disaster preparedness and response, and is endorsed by the State of New York and the federal government as an essential policy for effective public safety. Each local government, department, agency, institution and facility in Oneida County has an independent responsibility to prepare for disasters, and there is a complimentary need to develop a county-wide plan and policies that insure an integrated and coordinated local approach to managing emergencies. Consolidated county planning and unified local organization are critical to effective coordination of emergency assistance; which includes the ability to access vital resources from the state and federal governments and obtain mutual-aid from neighboring counties, jurisdictions, the private sector and other support organizations.

B. Policy Regarding Comprehensive Emergency Management

This plan adopts the Comprehensive Emergency Management System; a nationally recognized disaster planning model that organizes the basic management structure and resource capabilities of the county in a way that can address all hazards that impact the community; and that such planning shall consider all phases of disaster management, which includes prevention, mitigation and recovery – as well as response.

Hazard Specific and All-Hazards Planning

A wide variety of emergencies – natural and man-made, technical and human caused – can result in injuries and loss of life, property damage and the disruption of essential public services. The scope of certain hazards and the kind of resources required to address critical impacts often require specific and unique planning efforts, some of which are included in the appendices to this plan. But the number of potential hazards and types of emergencies is so extensive that it is not always practical to prepare a plan for each situation or circumstance. The comprehensive emergency management process recognizes that the authorities, leadership and resources a community uses to manage emergencies are essentially the same for any disaster, so the best approach is to effectively organize the community's personnel and capabilities in a system designed to address all potential hazards. In an all-hazards approach, county leadership and organization, and the resources of all jurisdictions and agencies, can be mobilized to address risk reduction, response and recovery for any type of hazard anywhere in the county.

Comprehensive Planning

It is increasingly evident in local emergencies and can be seen in high profile disasters across the nation and around the world, that managing emergencies involves much more than responding to a hazard when it occurs. Experience locally with flood prevention and fire protection provide ample evidence that much can be done to stop flooding and serious fires from occurring, and if these and other hazards cannot be eliminated, actions can be taken to reduce the impacts when they do occur. In this manner, emergency management has extended far beyond what a community does to respond to threats when they occur, and it is now expected that communities and government leaders will take steps and implement proactive policies to prevent hazards and reduce risks.

The comprehensive emergency management process calls for disaster planning to be addressed in three interrelated phases, where each step interacts in an ongoing cycle, one leading naturally into another. The phases of comprehensive emergency management include the following:

- Risk Reduction (Prevention and Mitigation)

Prevention refers to those activities which eliminate a hazard or reduce the number of occurrences of disasters

Mitigation refers to actions that lessen the impact of hazards when they do occur

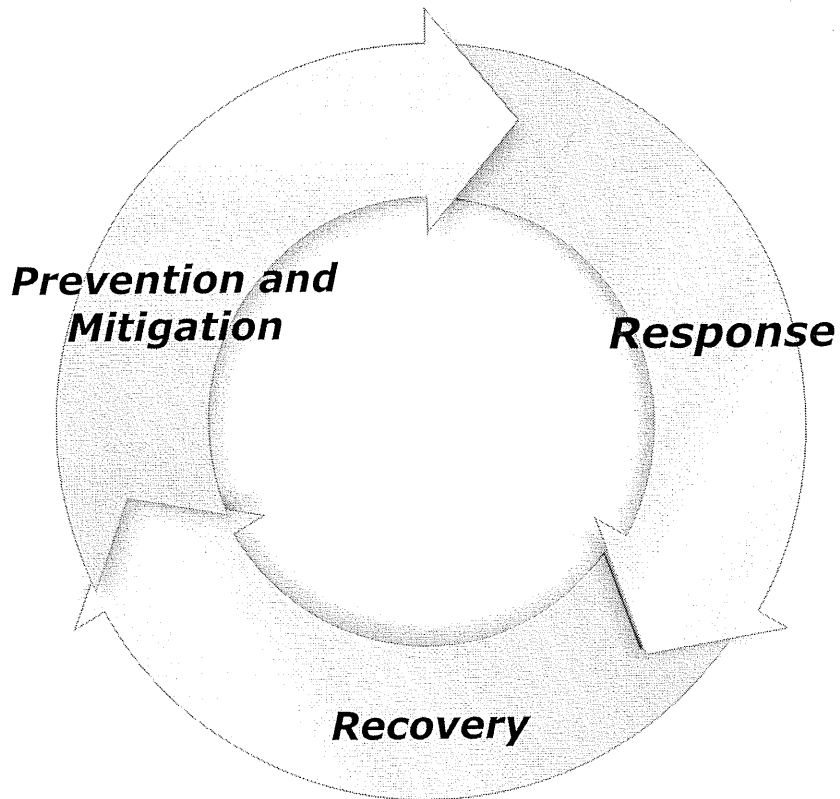
- Response

Response is the actions taken to provide protection and essential public safety services when an emergency occurs, or response is sometimes initiated in advance of an imminent hazard. Response actions generally address the immediate life safety, health, community protection and essential public service demands created by the emergency.

- Recovery

Recovery activities are those taken following a disaster to restore the community to its pre-emergency state, which includes repairs and rebuilding and restoration of public services.

Figure 1: Comprehensive Emergency Management Cycle



Legal Consideration

New York State Executive Law Section 23 provides authority for local governments to prepare comprehensive emergency management plans; and if such plans are prepared, they must include provisions for prevention and mitigation, response and recovery.

C. Purpose and Objectives of the Plan

The purpose of this plan is to establish policies and organize resources to implement a comprehensive emergency management program for Oneida County that reduces disaster risks, improves emergency response and insures effective recovery from disasters and emergencies.

Plan Objectives

- Establish policies and provisions that will implement a comprehensive emergency management program in Oneida County that addresses risk reduction, prevention and mitigation and recovery.
- Prepare a county comprehensive emergency management plan that follows recommendation and guidance established by the State of New York and the Federal Emergency Management Agency (FEMA).
- Identify legal authorities, policies and plans related to disaster and emergency management.
- Establish a county program than coordinates emergency plans and integrates local disaster management.
- Establish county organizational structures and management systems for addressing disaster and emergency prevention, mitigation, response and recovery.
- Provide basic policy and organizational information related to emergency programs and disaster response required by public officials and emergency personnel.
- Include a disaster risk and vulnerability assessment for Oneida County.
- Identify appropriate alerting, notification and communications systems for public officials and emergency personnel.
- Identify systems for warning the public of disaster threats and establish systems for informing the public about emergency protective measures and the status of disaster recovery.
- Establish systems for monitoring disaster threats and assessing emergency impacts.
- Implement programs and policies to insure the safety of disaster responders and emergency workers.

- Establish facilities, resources and policies for a county Emergency Operations Center (EOC) and the use of Incident Command Posts (ICP).
- Apply the National Incident Management Systems (NIMS) as a policy for disaster management in Oneida County.
- Establish policies and requirements for managing human needs in a disaster.
- Establish systems and capabilities to coordinate disaster services, operations, resources and mutual-aid with the state and federal governments and neighboring counties and jurisdictions.

D. Legal Authority and Policy

New York State Executive Law Section 23 provides legal authority for counties and local governments to prepare comprehensive emergency management plans.

New York State Executive Law Section 20 establishes that it shall be the policy of New York State that:

- Local government and emergency service organizations will continue their essential role as the first line of defense in times of disaster, and that the state provide appropriate supportive services to the extent necessary
- Local chief executives will take an active and personal role in the development and implementation of disaster preparedness programs and be vested with authority and responsibility in order to insure the success of such programs
- State and local natural disaster and emergency response functions be coordinated using recognized practices in incident management in order to bring the fullest protection and benefit to the people

Oneida County Executive Order No. 3 of 2017 establishes the following requirements:

- Acknowledges state policy that the Chief Executive of the County of Oneida is responsible for the execution and implementation of provisions that require the utilization of all existing county resources and the services available through county offices, departments, boards, commissions or agencies
- The County Executive will establish and direct County agencies and public officers to perform specific duties to execute and implement the relevant emergency management provision of New York State Executive Law Article 2-B
- The Director for Emergency Services, under the direction of the Chief Executive, shall coordinate the performance of specific emergency functions and responsibilities as designated by the Emergency Order
- All officers of Oneida County shall continue regular county government operations to the extent permitted by a disaster at the County Emergency Operating Center (EOC) or locations as conditions may dictate, will follow lines of succession established by local law for the continuity of government and shall develop a continuity of operations plan as prescribed by the Director of Emergency Services
- All county officers and agencies shall be responsible for plans and training to provide an efficient and coordinated response to emergencies

E. Related Laws, Policies and Guidance

State and Federal Legislation, Policies and Guidance

New York State Emergency Planning Guide for Community Officials, 2008

Developing and Maintaining Emergency Operations Plans, FEMA Comprehensive Preparedness Guide (CPG) 101, Version 2.0, 2010

Robert T. Stafford Disaster Relief and Emergency Assistance Act – establishes policies and resources for providing disaster preparedness and emergency assistance from the federal to state and local governments

Disaster Mitigation Act of 2000 (DMA 2000), Public Law 106-390 – provides policies and support for risk reduction and hazard mitigation programs and planning

The Homeland Security Act of 2002 (Public Law 107-296)

New York State Homeland Security Strategy

Homeland Security Presidential Directive 5 (HSPD-5) 2003 – establishes the National Incident Management System (NIMS) and the National Response Framework (NRF) to implement a single, comprehensive nationwide system for managing disasters and emergencies

Homeland Security Presidential Directive 7 (HSPD-7) 2003 – policies and programs for Critical Infrastructure Identification, Prioritization and Protection

Homeland Security Presidential Directive 8 (HSPD-8) 2011 – establishes programs and policies for national preparedness and support to state and local governments

National Continuity Policy, National Security Presidential Directive 51 and Homeland Security Presidential Directive 20, 2007 – establishing national continuity programs and policies applicable to federal emergency operations and support to state and local governments

National Fire Protection Association (NFPA) 1600 Standard on Disaster, Emergency Management and Business Continuity Programs, 2010

National Strategy for Pandemic Influenza, 2005

Federal Emergency Planning and Community Right-to-Know Act (EPCRA), SARA Title III, Section 303 – planning for facilities with extremely hazardous substances

Federal Superfund Amendments and Reauthorization Act, SARA Title I, CFR 1910.120 (Hazardous Waste Operations and Emergency Response) – planning for employee protection from hazards

New York State Labor Law, Article 2, Section 270-a – Public Employee Safety and Health

Federal Clean Air Act, Section 112(r) – requirement for risk management planning at facilities with hazardous substances

Federal Energy Regulatory Commission (FERC) Emergency Action Planning Guidelines for Dams, and companion NYS DEC regulatory requirements for dam owners and operators

New York State Labor Law Section 475 – crowd control planning for places of assembly

New York State Education Law Section 2801-a, and Regulations of the Commissioner of Education – School District safety and emergency response plans

10 NYCRR 405.24 – requirements for hospital disaster plans and exercises

10 NYCRR 415.26 – requirements for nursing home disaster plans

18 NYCRR 485.6(f) – requirements for disaster and emergency plans at adult homes, residences or shelters

42 CFR 483.470(h), (i) – emergency planning for long-term care facilities for the mentally retarded

6 NYCRR 360-1.9(h); 360.1.14(g); and 373-2.4 – emergency planning requirements for solid waste, hazardous waste treatment, storage and disposal facilities

Public Health Law, Section 1125; 10 NYCRR 5-1.33; Section 401 of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 – public water supply emergency planning

14 CFR 139.325 – airport emergency planning

H.R. 3858 Pet Evacuation and Transportation Standards Act of 2006; and NYS Executive Law Article 2-B A09292A, P.E.T.S. Act – standards and provisions for disaster planning to address the needs of pets and service animals

Relevant and Complimentary Plans

The National Response Framework (NRF) 2008

NYS Comprehensive Emergency Management Plan

NYS Hazard Mitigation Plan, 2008

National Pandemic Influenza Implementation Plan, 2006

NYS Pandemic Influenza Plan, 2008

NYS Fire Mobilization & Mutual Aid Plan

Oneida County Hazard Mitigation Plan, 2015

Oneida County Hazard Analysis (HAZNY), 2011

Oneida County Public Health Emergency Ops Plan, 2014

Oneida County Hazardous Materials Plan, 2017

Oneida County Fire Mobilization & Mutual Aid Plan, 2016

Oneida County Terrorism Incident Annex, 2003

Oneida County Health Emergency Preparedness Plan, 2014

Oneida County Mental Health Plan

Oneida County Community Right to Know Plan

Oneida County Mass Casualty Plan, 2015

Oneida County Mass Fatality Plan, 2014

Oneida County Shelter List, 2003

Regional Highway Task Force Plan, 1999 (NYS Transportation Infrastructure Plan)

Oneida County RACES Communication Plan, 2011

Oneida County Animal Response Team Plan, 2014

F. The Planning Team

Effective emergency planning requires coordination, trust and cooperation among numerous local agencies and governments. Each has authority, responsibility and wide ranging resources to address local emergency preparedness, response and recovery. State and local policies identified in the previous section note that authority and leadership for emergency planning is assigned to the Oneida County Executive and that responsibility for preparation and implementation of the plan and its provisions is delegated to the Emergency Services Director; and it is further established that all county officers and agencies have responsibility to participate in emergency planning, training and coordination.

To seek the required organizational participation and multi-agency coordination necessary for an effective Comprehensive Emergency Management Plan (CEMP), Oneida County has established a planning team of core agency representatives who will guide inter-agency involvement and input in preparation and maintenance of this plan. Principal representatives from the following Oneida County departments and regional agencies form the planning team that guides development, implementation and maintenance of this Oneida County Comprehensive Emergency Management Plan.

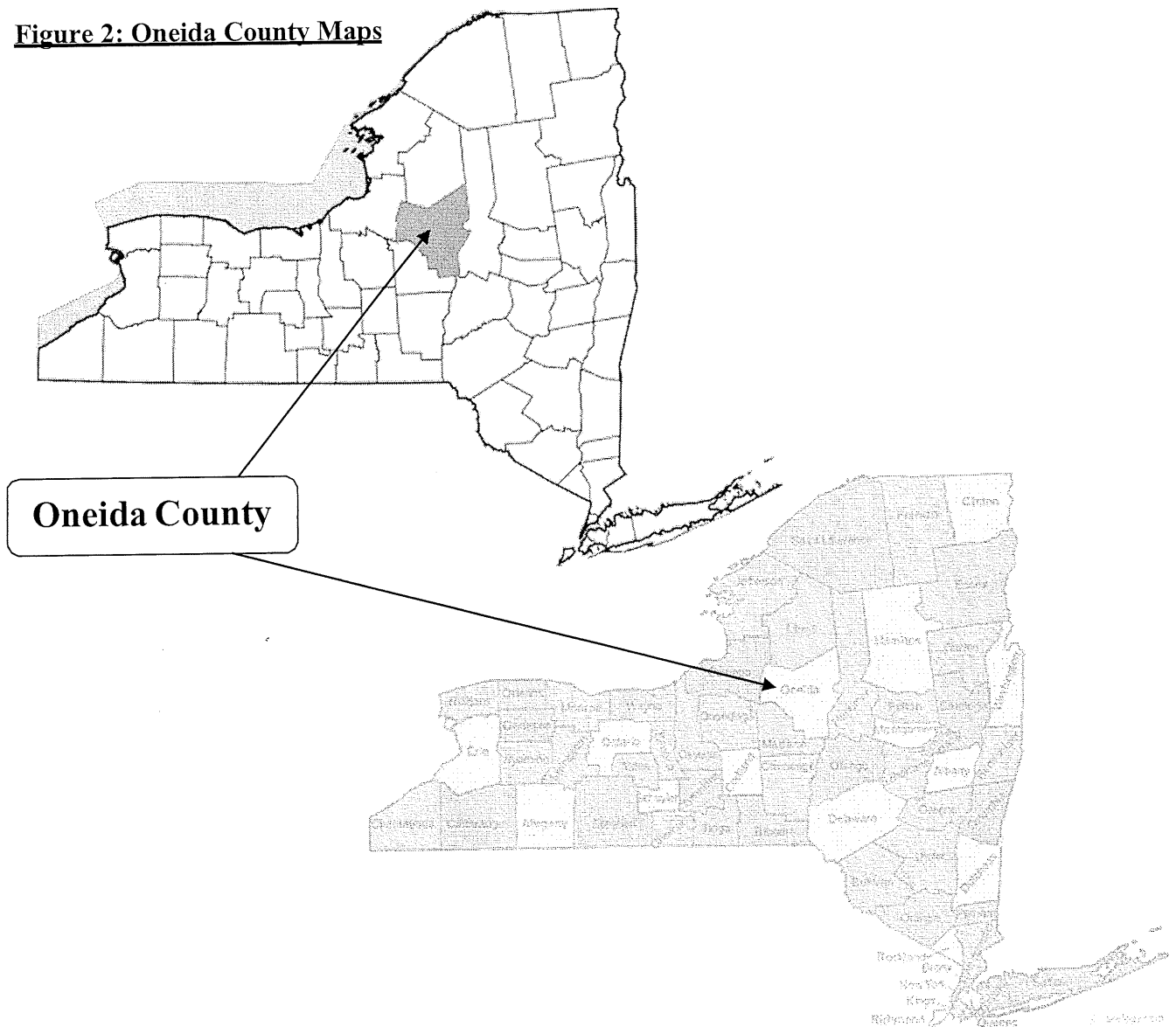
County Executive	Assistant to the County Executive
Director of Emergency Services	Director of Public Health
Commissioner of Planning	Commissioner of Public Works
Sheriff	Commissioner of Social Services
Director of Central Services	District Soil and Water Conservationist

G. Community Characteristics

Geographic

Oneida County is located in the central upstate region of New York State, in an area historically referred to as the ‘Leather stocking’ region. The county consists of 1,219 square miles which is primarily rural and is known for its green, rolling valleys and rounded hills that characterize the heartland of New York State. The county is bordered by Lewis County to the north, Herkimer County to east, Otsego and Madison Counties to the south and Oswego County to the west. Residential, commercial and vacant land uses account for 70% of the total acreage, while 30% of the land is used for agricultural purposes.

Figure 2: Oneida County Maps



Population and Demographics

The total county population in 2010 was 234,878, a decrease of 591 people or 0.3% since the 2000 Census. The population is distributed among 48 political subdivisions and in 2010 there were 197.3 persons per square mile.

Table 1: Oneida County Population

Jurisdiction	2010	2000	1990
New York State	19,541,453	17,990,455	17,558,165
Oneida County	234,878	235,469	250,836
New York Mills Village	3,327	3,216	3,534
Remsen Village	575	513	518
Sylvan Beach Village	897	1,088	1,119
Waterville Village	1,583	1,749	1,664
Annsville Town	2,888	2,957	2,786
Augusta Town	1,934	1,926	2,070
Oriskany Falls Village	732	645	795
Ava Town	757	714	792
Boonville Town	4,596	4,572	4,246
Boonville Village	2,072	2,158	2,220
Bridgewater Town	572	1,671	1,591
Camden Town	5,012	5,028	5,134
Camden Village	2,231	2,338	2,552
Deerfield Town	3,975	3,906	3,942
Florence Town	1,180	1,085	852
Floyd Town	3,899	3,885	3,856
Forestport Town	1,747	1,692	1,556
Kirkland Town	10,194	10,138	10,153
Clinton Village	1,942	1,954	2,238
Lee Town	6,887	6,875	7,115
Marcy Town	8,932	9,453	8,685
Marshall Town	2,334	2,167	2,125
New Hartford Town	20,018	21,169	21,640
New Hartford Village	1,847	1,886	2,111
Paris Town	4,539	4,609	4,414
Clayville Village	1,978	449	463
Remsen Town	1,813	1,939	1,739
Rome City	33,443	34,922	44,350
Sangerfield Town	2,626	2,610	2,460
Sherrill City	3,113	3,147	2,864
Steuben Town	1,127	1,191	1,008
Trenton Town	4,699	4,698	4,682
Barneveld Village	291	336	272
Holland Patent Village	586	441	411
Utica City	58,170	60,679	68,637
Vernon Town	5,410	5,819	5,338
Oneida Castle Village	605	637	671
Vernon Village	1,018	1,145	1,274

Jurisdiction	2010	2000	1990
Verona Town	6,588	6,425	6460
Vienna Town	5,780	5,819	5,564
Western Town	1,883	2,040	2,057
Westmoreland Town	6,292	6,207	5,737
Whitestown Town	18,420	18,610	18,985
Oriskany Village	1,297	1,459	1,450
Whitesboro Village	3,756	4,034	4,195
Yorkville Village	2,553	2,680	2,972

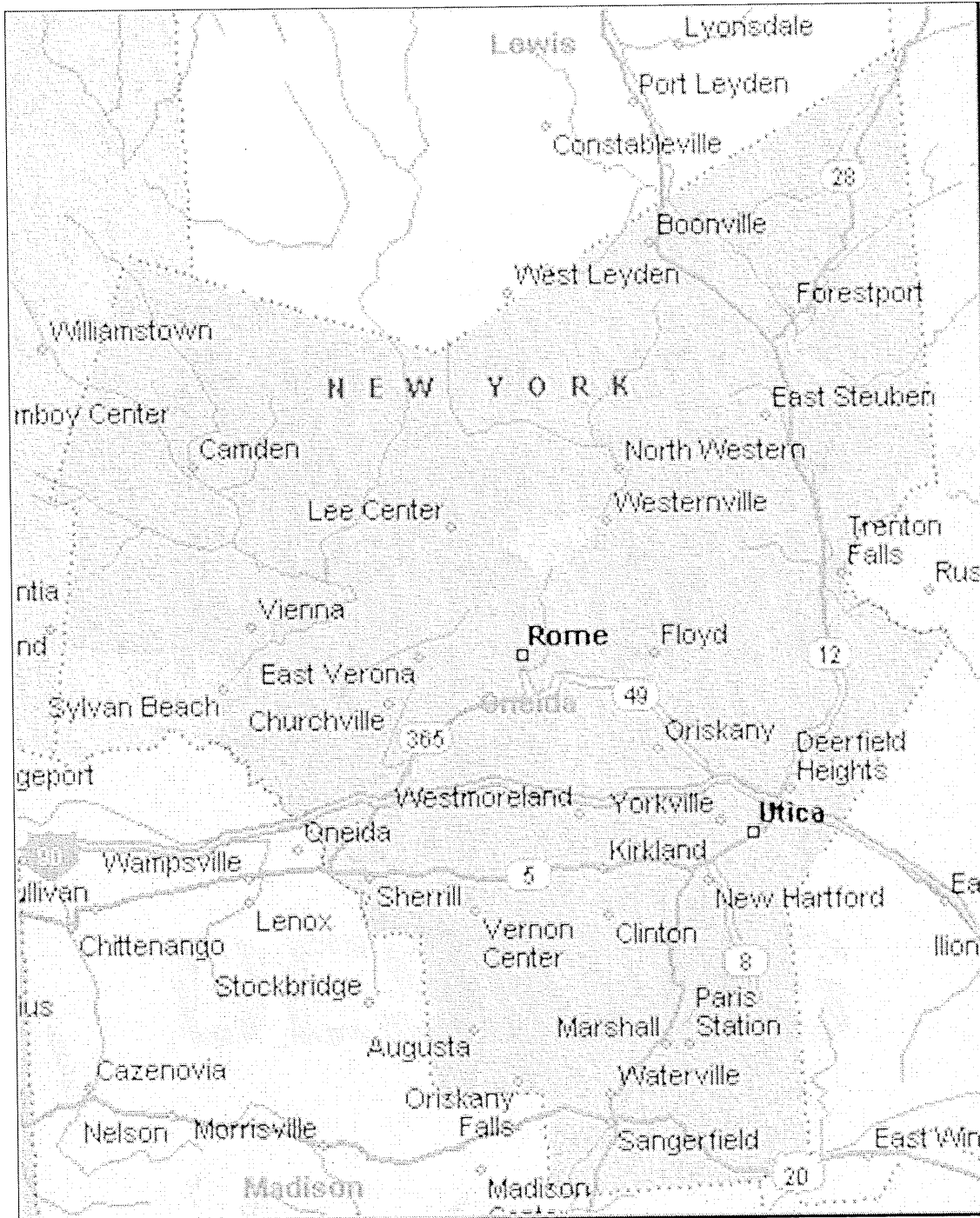
Table 2: Select U.S. Census Data for Oneida County

	Oneida County	NYS
Population, 2010	234,878	19,541,453
Population, percent change, 2000 to 2010	-0.3%	2.1%
Population, 2000	235,461	18,976,811
Persons under 5 years old, percent, 2009	5.6%	6.3%
Persons under 18 years old, percent, 2009	21.5%	22.6%
Persons 65 years old and over, percent, 2009	16.3%	13.4%
Language other than English spoken at home, pct age 5+	10.1%	28.5%
Veterans, 2005-2009	21,701	1,064,754
Mean travel time to work (minutes), workers age 16+	19.2	31.4
Housing units, 2009	103,876	8,017,881
Homeownership rate, 2005-2009	68.2%	55.7%
Housing units in multi-unit structures, percent, 2005-2009	30.7%	50.5%
Median value of owner-occupied housing units, 2005-2009	\$97,000	\$300,600
Persons per household, 2005-2009	2.33	2.64
Median household income, 2009	\$45,663	\$54,554
Persons below poverty level, percent, 2009	14.4%	14.2%

Government

Oneida County is governed by a County Legislature and has 26 townships, 3 cities and 17 incorporated villages.

Figure 3: Oneida County Towns & Villages



H. Concept of Operations

1. Local governments and their emergency service organizations are the essential first line of defense in responding to disaster and emergencies.
2. Primary responsibility for responding to emergencies rests with each unit of local government – county, towns, villages and cities; and with its local Chief Executive Officer– County Executive, Supervisors and Mayors.
3. New York State Executive Law Article 2-B empowers local chief executives of political subdivisions to use the resources of the local government to cope with disasters and emergencies. Execution of this authority and responsibility for coordinating local resources is typically delegated – but not transferred – to a local Emergency Manager or Disaster Coordinator.
4. When responding to a disaster, local jurisdictions are required to first apply and maximize the use of their own facilities, equipment, supplies, personnel and resources.
5. When local resources are inadequate, the Chief Executive of a town, village or city may request and obtain assistance from other political subdivisions and the County.
6. The County, under direction of the County Executive and with organizational supervision by the County Emergency Services Director, has the responsibility to coordinate requests for assistance from local governments, and has the authority to direct and coordinate County disaster operations.
7. The County may obtain assistance from other counties or the State when the emergency or disaster is beyond the resources of Oneida County. Assistance to local governments from other counties, the state and federal governments must be coordinated through Oneida County.
8. Oneida County will use the National Incident Management System (NIMS) Incident Command System (ICS) to manage all emergencies requiring multi-agency response.
9. Local requests for assistance to the State will be submitted through Oneida County to the regional office of the New York State Office of Emergency Management (OEM).
10. State and federal assistance are only provided as supplemental resources to county and municipal efforts.
11. Direction and control of state emergency management activities and resources is exercised by the Chairman of the New York State Disaster Preparedness Commission (DPC) and coordinated by the State Office of Emergency Management (OEM).
12. Requests for state military forces and equipment, even those located within Oneida County, can only be provided at the direction of the Governor, and must be requested through Oneida County and the State Office of Emergency Management (OEM).
13. When an emergency or disaster clearly exceeds the management and resource capabilities of state and local governments, the Governor may request federal assistance from the President through the Federal Emergency Management Agency (FEMA).

I. Plan Review, Maintenance and Updating

1. Responsibility and Agency Support

State and local policies identified in this plan provide that authority and leadership for emergency planning is assigned to the Oneida County Executive and that responsibility for preparation and implementation of the plan and its provisions is delegated to the Emergency Services Director. Participation in the planning process is required by all county officers and agencies and the plan establishes a core planning team to assist in plan development, maintenance and implementation.

This plan can be updated or revised at any time and certain elements and critical features; such as emergency contacts, notifications and key resources may require regular modification and updating. Section 23 of New York State Executive Law requires that all plans and revisions for comprehensive emergency management developed by local governments shall be submitted to the New York State Disaster Preparedness Commission annually.

A Record of Plan Changes is included as the last page of this document

2. Review and Updating Process

The review of the Oneida County Comprehensive Emergency Management Plan (CEMP) shall include an evaluation of the following areas.

- ✓ Reassess the role, influence and success of the Planning Team including; the composition and participation of its members and the Committee's ability to exercise leadership that leads to effective implementation of the plan, its provisions and policies
- ✓ Evaluate the status and progress associated with policies and objectives established for the plan and any revisions that are needed
- ✓ Review the role, participation, capabilities and resources of the departments and agencies that support and are responsible for implementation of the plan
- ✓ Reassess the hazards, risk and vulnerabilities the County faces and determine if changes or modifications are needed. Base the evaluation on new or modified data, current available information and changes to existing resources and capabilities
- ✓ Insure that continuing citizen and public participation are incorporated in the planning process
- ✓ Review technological systems and support capabilities that are used or available for plan implantation

- ✓ Review and update plan evaluation and training requirements, including schedules for training and exercising
- ✓ Monitor changes or modifications of laws and regulations related to the plan and emergency management programs
- ✓ Monitor the availability and status of funding and resources that can be used to enhance the plan and local emergency management capabilities
- ✓ Review relationships, programs and policies that integrate the plan and resources with those emphasized at the state and federal levels and with mutual aid available within the region

The Planning Team shall meet at least annually, or more often as needed to review and update the plan. The following situations or conditions will require that the Planning Team meet more frequently to evaluate plan issues, reviews and updates:

- ✓ There are significant changes related to risks, vulnerabilities and capabilities associated with hazards that can impact Oneida County
- ✓ A disaster or emergency occurs and a timely review or evaluation is necessary to determine if plan resources would contribute to the recovery; or when the disaster indicates that objectives and provisions of the plan require modification
- ✓ Problems are identified that impede or threaten timely and successful implementation of any of the objectives and/or provisions of the plan
- ✓ There are changes to key personnel responsible for implementation of the plan; including those on the Planning Team and those representing participating departments, jurisdictions and support agencies
- ✓ There are issues or concerns regarding the ability of departments or support agencies to carry-out provisions and responsibilities identified in the plan
- ✓ Grants, funding or other resources become available that require immediate action or support by the Planning Team to insure applicable objectives and provisions of the plan are addressed
- ✓ Changes to legislation or authority require a review of plan policies and direction
- ✓ Local training and exercising highlight modifications or changes that need to be addressed in the plan

3. Ongoing Monitoring by All Participating Agencies

Planning team members and principal representatives of all participating departments and agencies are responsible for advising and timely notification to the Emergency Services Office of changes to provisions and resources related to the plan. The Oneida County Emergency Services Director is responsible for organization and collection of information needed to review and update the plan, and will provide guidance and notifications necessary to insure regular plan maintenance and updating occurs as needed.

Continuous and regular monitoring of the Comprehensive Emergency Management Plan should be performed by each participating agency and department and should focus on the following:

- ✓ The status, progress and any problems associated with the agency's capability to implement provisions and responsibilities outlined in the plan
- ✓ Maintain and update notification, contact and communications information for the agency
- ✓ Monitor information about potential hazards, risks and threats
- ✓ Identify resources, opportunities and funding that can be used to improve emergency management capabilities
- ✓ Maintain contact and dialogue about emergency management issues and programs with other organizations in your specific area of service; including those at the local, regional, state and/or national levels
- ✓ Identify ways that citizen and public participation can be incorporated in the emergency management process

Section II Risk Reduction

A. Oneida County Hazard Mitigation Plan

The risk reduction program and goals for Oneida County are contained in the Oneida County Hazard Mitigation Plan (see *List of Appendices and References*).

The Oneida County Hazard Mitigation Plan is a multi-jurisdiction mitigation plan that addresses natural hazards of concern throughout the county. The Hazard Mitigation Plan meets multiple objectives, but its main purpose is to engage local communities in the process of hazard identification, risk assessment and the development of integrated hazard mitigation strategies. The Oneida County plan conforms to regulations set forth in the federal Disaster Mitigation Act of 2000 and is complimentary to the New York State Hazard Mitigation Plan. The Oneida County Hazard Mitigation Plan emphasizes disaster risk reduction goals and proposals that were identified by community leaders and municipal officials and serves as a guide for local decision making when considering development and projects that can impact or promote hazard mitigation and risk reduction.

Hazard mitigation is any action taken to eliminate or reduce the occurrence or impact of a natural hazard. Mitigation actions must be technically feasible, cost effective and environmentally sound; examples can include relatively inexpensive and simple activities like installing a hazard warning device, or an expensive and complex project such as an engineered flood control levee. The Oneida County Hazard Mitigation Plan establishes objectives and projects for each of the county's municipalities and helps them identify and mobilize resources that can be used to implement improvements that will reduce risks associated with natural hazards.

B. Hazard Mitigation Coordination and Leadership

The Oneida County Hazard Mitigation Plan represents a collaborative planning process engaged in by the county, each local jurisdiction and several area organizations that are responsible for hazard mitigation and risk reduction measures. The Oneida County Hazard Mitigation Planning Committee has been created to ensure the plan accurately reflects local risk reduction needs and that community participation is integrated into an overall county wide mitigation strategy. The committee includes one or more representatives from each of Oneida County's 48 municipalities, several county departments, plus representatives from police and fire departments, hospitals and support agencies in the region.

Each jurisdiction in Oneida County is responsible for identifying at least one representative to participate in activities of the county Hazard Mitigation Planning Committee and also serve as principal coordinator for hazard mitigation efforts in their community. The planning effort is led by the Oneida County Department of Emergency Services and the Oneida County Soil and Water Conservation District.

C. Identification and Analysis of Potential Hazards

The Oneida County Hazard Mitigation Planning Committee used the *Hazards Analysis - New York* (HAZNY) program to evaluate and rank potential hazards that can impact Oneida County. This HAZNY is the method used throughout New York State to identify and analyze hazards and establish priorities for planning that will reduce or eliminate risks associated with natural and man-made threats. A report of the HAZNY prepared in 2007 is included in the *Oneida County Hazard Mitigation Plan (2008)*. A review of the HAZNY was conducted in 2011, resulting in revisions to the evaluations for 11 of the 32 hazards. A summary of the 2011 review and revisions is included as Appendix IV to this plan.

Hazard Analysis – New York (HAZNY)

HAZNY is the State’s interactive hazard evaluation program that examines the likelihood, frequency and potential impacts associated with a wide range of hazards that can affect communities, citizens and property.

The HAZNY evaluates 32 potential hazards that could affect Oneida County and was first prepared by the Hazard Mitigation Planning Committee in 2007, and the results were included in the 2008 edition of the *Oneida County Hazard Mitigation Plan*. In 2011, the committee conducted a review of the HAZNY that produced a re-evaluation and modification of the analysis for 11 hazards. Noted below are the results of the baseline 2007 HAZNY and the modifications made as a result of the 2011 review. A full update and revision of the HAZNY was conducted when the *Hazard Mitigation Plan* was updated in 2014. In examining the 32 potential hazards that could affect Oneida County, the HAZNY evaluates the following features associated with each hazard.

Potential Impact – Would the hazard impact parts or all of the County

Cascade Effects – Can the hazard prompt or result in other risks and danger

Frequency - How often is the hazard likely to occur

Onset – Is their warning of the hazard

Duration – How long will the hazardous conditions last

Recovery – How long will it take for the community to recover from the hazard

Impact – To life and safety, buildings and structures, community infrastructure and services

The planning committee rated the hazards, assigning each a numerical value and placing them in one of four categories.

Table 3: Hazard Levels

Hazard Level	Planning Considerations
High Hazard	Hazards that pose the most significant risk and would have the greatest potential impact
Moderately High Hazard	Hazards that are a serious risk and could have significant consequences
Moderately Low Hazard	Hazards that could have serious consequences, but are less likely to occur or would not always have widespread impacts
Low Hazard	The least likely hazards or those that would have minimal impacts

The HAZNY produced the following results for Oneida County:

High Hazards

NONE – to be ranked as a high hazard means that death and injury are likely in high numbers and the event would have widespread catastrophic impacts

Moderately High Hazards

SEVERE STORM
 FIRE
 LANDSLIDE
 EPIDEMIC
 ICE STORM

TERRORISM
 HAZARDOUS MATERIALS (IN TRANSIT)
 FLOOD*
 WINTER STORM (SEVERE)
 HAZARDOUS MATERIALS (FIXED SITE)*

Moderate Low Hazards

TRANSPORTATION ACCIDENT*
 UTILITY FAILURE
 EXTREME TEMPERATURES
 WATER SUPPLY
 CONTAMINATION
 EXPLOSION

CIVIL UNREST
 TORNADO
 HURRICANE
 DAM FAILURE*
 ICE JAM
 WILDFIRE

Low Hazards

FUEL SHORTAGE
 DROUGHT*

* The 2011 review of the HAZNY resulted in the following modifications

Hazard	2007 HAZNY	2011 HAZNY Review
Flood	Moderately Low Hazard	Moderately High Hazard
Hazardous Materials (Fixed Site)	Moderately Low Hazard	Moderately High Hazard
Transportation Accident	Moderately High Hazard	Moderately Low Hazard
Dam Failure	Moderately High Hazard	Moderately Low Hazard
Drought	Moderately Low Hazard	Low Hazard

The HAZNY determined that the hazards identified in the following groups pose special or unique risks for Oneida County.

Hazards that Occur Most Often

- | | |
|-------------------------|----------------------------------|
| SEVERE STORM | HAZARDOUS MATERIALS (IN TRANSIT) |
| FIRE | SEVEREWINTER STORM |
| LANDSLIDE | FLOOD |
| TRANSPORTATION ACCIDENT | EXTREME TEMPERATURES |

Hazards Likely to Present the Greatest Threat to Life
(defined as serious injury and death in extremely large numbers)

- | | |
|-----------|----------------------------------|
| ICE STORM | DAM FAILURE |
| TERRORISM | HURRICANE |
| EPIDEMIC | HAZARDOUS MATERIALS (FIXED SITE) |

Hazards That Can Occur with No Warning

- | | |
|-----------------|----------------------------------|
| SEVERE STORM | TORNADO |
| LANDSLIDE | WILDFIRE |
| EPIDEMIC | HAZARDOUS MATERIALS (IN TRANSIT) |
| DAM FAILURE | HAZARDOUS MATERIALS (FIXED SITE) |
| UTILITY FAILURE | WATER SUPPLY CONTAMINATION |
| FLOOD | TRANSPORTATION ACCIDENT |

D. Risk Reduction Program, Policies and Actions

Developing an Integrated Countywide Risk Reduction Program

The multi-jurisdiction Hazard Mitigation plan (see *List of Appendices and References*) prepared for Oneida County outlines the process and establishes the objectives and actions that form the County’s risk reduction program. Preparation of county wide hazard mitigation goals and objectives were based on the findings and results of the Hazard Analysis (HAZNY, Appendix IX), and a review of the Risk and Vulnerability Assessments contained in the Hazard Mitigation plan.

The Oneida County Hazard Mitigation Plan identifies seven types of strategies for addressing risk reduction and hazard mitigation.

Table 4: Oneida County Hazard Mitigation Strategies

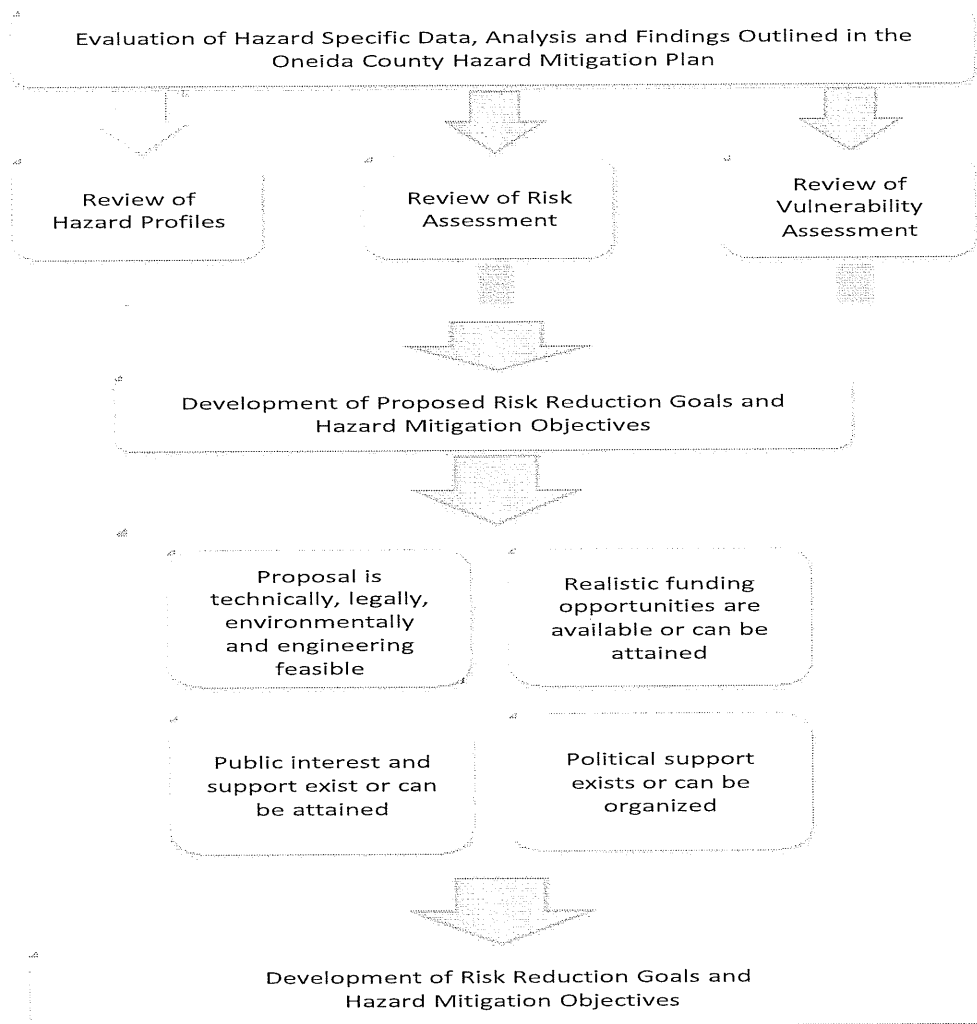
Mitigation Type	Mitigation Actions
Emergency Services	Improved organization, capabilities and resources
Disaster Preparedness	Planning, training, exercising, warning systems, communications
Education and Awareness	Training and information for government, businesses, media, responders and citizens
Structural Design and Development Standards	Codes, building standards, zoning and regulatory enforcement Reduced vulnerability utility design Application of disaster resistant materials Special hazard zone or floodplain requirements
Structural Protection and Retrofitting	Removal, raising or relocation of structures at risk Redesign and placement of critical utilities Remodeling with disaster resistant design and materials Fire protection, warning and security systems Drainage, debris and landscape management Generators, utility protection and back-up
Property Protection	Stream corridor management, including stream debris clearance Dikes, dams, levees, walls, drainage, retention, diversion Stream bank stabilization
Natural Resource Protection	Preservation and protection of wetlands, watersheds, drainage basins, woodlands, sloped terrain and habitat Environmental standards, reviews and protection zones

Proposed risk reduction projects and mitigation actions included in the Hazard Mitigation plan are developed by evaluating the hazard specific facts, records and data associated with each objective. Proposed risk reduction measures are then assessed to determine how the following considerations will affect successful implementation of the objective.

- Technical and engineering feasibility
- Legal and environmental concerns
- Resources and funding exist or are potentially available
- Public interest exists or can be attained
- Political support exists or can be organized

The following process is applied to develop risk reduction goals and hazard mitigation objectives.

Figure 4: Development of Risk Reduction Goals and Objectives



Risk Reduction and Hazard Mitigation Objectives for Oneida County

The following is a summary of the types of risk reduction and mitigation measures that are included in the Oneida County Hazard Mitigation plan (see *List of Appendices and References*). The plan includes specific mitigation actions for each jurisdiction in Oneida County, as well as proposals that call for regional, multi-jurisdiction or county wide participation.

Table 5: Risk Reduction Goals

Integrated leadership and support by the following officials and executive boards is essential to successful implementation of the Oneida County risk reduction goals listed below	
Leadership and Support of Municipal Executives and Boards Monitoring and Support of the Oneida County Legislature Leadership and Support of the Oneida County Executive Coordination with the Oneida County Department of Emergency Services	
Type of Project	Project Descriptions
Acquisition	Acquisition or relocation of structures that are located in hazard prone areas
Best Management Practices	Identification, repair and maintenance of structures. May include practices related to infrastructure and erosion control
Building Codes	Ensuring that proper codes and standards are followed for construction and regulate construction in hazard prone areas
Stream Maintenance	Identify stream blockages and areas of concern, and work with appropriate agencies to remove debris using environmentally sound practices
Critical Facilities Protection	Projects that will identify and/or protect potential emergency shelters and provide generators for shelter facilities
Dams/Reservoirs	Projects to repair and maintain existing dams
Design Review Standards	Implement procedures and requirements to review proposed construction and projects to ensure minimum vulnerability to natural hazards
Emergency Response Services	Projects to improve communication and provide critical public resources; including the availability of potable water and alternate fuel during an emergency
Environmental Review Standards	Ensure that logging operations and construction activities adhere to existing regulations to protect water resources and prevent erosion

– table continues on the next page –

Risk Reduction Goals - continued

Type of Project	Project Descriptions
Hazard Threat Recognition	Tree pruning in developed areas where dead or dying tree limbs threaten utility lines and can cause power outages
Hazard Warning System	Implement the Reverse 9-1-1 system for Oneida County and provide related local warning systems
Health & Safety Maintenance	Dry hydrant installation for rural fire protection, identification and location of vulnerable residents who may require special services in a disaster, and an improved list of shelters for each community
Post-Disaster Mitigation	Improve resource management capabilities; to include mutual-aid, emergency contracting and private sector support that can supply labor, equipment and specialized technology needed for post-disaster debris removal, cleanup and recovery
Public Education & Outreach	Education of the public regarding disaster preparedness
Real Estate Disclosure	Ensure that potential homebuyers and builders are aware of hazard prone areas
Structural Retrofitting	Improved drainage and runoff systems, the extension of public water to residents with inadequate water supply, and the repair or replacement of faulty septic systems that pose public health risks
Storm water Management Regulations	Improved application of DEC Municipal Separate Storm Sewer System permits to protect surface water contamination due to storm water
Stream Corridor Restoration	Stream corridor management activities that include regular stream maintenance programs, stream bank stabilization and maintenance easements

E. Integrating Emergency Management Programs and Resources

Multiple programs and services provided by a wide range of governments and agencies contribute to the risk reduction profile and resources for Oneida County. A County strategy and policies that integrate the direction and opportunities available through these programs is essential to an effective emergency management capability in the County.

Table 6: Integration of Emergency Management Programs

Integrated leadership, participation and support by the following officials and executive boards is essential to an effective emergency management capability in Oneida County	
Leadership and Support of Municipal Executives and Boards Monitoring and Support of the Oneida County Legislature Leadership and Support of the Oneida County Executive Coordination with the Oneida County Department of Emergency Services	
Emergency Management Programs	Supporting Agencies and Resources
Emergency Preparedness Training and Exercises Hazard Mitigation Response and Recovery Resources	Oneida County Department of Emergency Services NYS Office of Emergency Management(OEM) Federal Emergency Management Agency (FEMA)
Fire and Hazardous Materials Services Fire Protection and Prevention Hazardous Material Response Teams Rescue Services Incident Management	Municipal and Volunteer Fire Departments Oneida County Fire Coordinator NYS Office of Fire Prevention and Control NYS Office of Emergency Management(OEM) Federal Emergency Management Agency (FEMA)
Emergency Medical Services (EMS) Disaster Medical Services Mass-Casualty Incident Management Emergency Medical Transportation	Area EMS, Ambulance and Fire Services Oneida County Health Department Area Hospitals and NYSDOH
Public Health Emergency Services Influenza and Disease Management Hazardous Materials Health Impacts Environmental Health Threats Terrorist Incident Health Exposures Hospitals, Medical and Assistance Facilities	Oneida County Health Department Area Hospitals and Medical Providers Nursing Homes, Medical Care and Assistance Facilities NYS Department of Health NYS Office of Emergency Management(OEM) U.S. Public Health Service Federal Centers for Disease Control (CDC)
Law Enforcement Disaster Preparedness Terrorism Preparedness and Response Public Security Disaster Public Safety Services Transportation Emergencies	Area Police and Law Enforcement agencies Area Colleges and Universities NY State Police NYS Department of Correctional Services NYS Parks Police NYS Office of Emergency Management(OEM) Federal Bureau of Investigation (FBI)

Integration of Emergency Management Programs - continued	
Emergency Management Programs	Supporting Agencies and Resources
Flood and Natural Hazards Preparedness, Response and Recovery	Municipal Public Works and Highway Departments Oneida County Department of Public Works Oneida County Soil and Water Conservation District NYS Office of Emergency Management (OEM) NYS Department of Environmental Conservation NYS Department of Transportation NYS Thruway Authority NYS Division of Canals Federal Emergency Management Agency (FEMA) U.S. Army Corps of Engineers
School Preparedness and Emergency Response	Area School Boards and Administrators Oneida County Sheriff's Department BOCES NYS Department of Education U.S. Department of Education NY State Police
Transportation Emergencies Air/Rail/Highways/Waterways	Area Fire and EMS Services Areas Police and Law Enforcement Oneida County Aviation Services Oneida County Department of Public Works NYS Office of Emergency Management(OEM) NYS Department of Environmental Conservation NYS Department of Transportation NYS Division of Canals
Disaster Human Services Community Shelters Disaster Mental Health Crisis Counseling	American Red Cross Salvation Army Area Fire and Law Enforcement Agencies Oneida County Mental Health Department Oneida County Health Department NYS Disaster Human Needs Task Force Volunteer Organizations Active in Disaster (VOAD)

F. Emergency Response Capability Assessment

Each jurisdiction in Oneida County, as well as each department and agency that provides support and services in an emergency is responsible for assessing their response capabilities for dealing with disasters and emergencies.

A capability assessment should include an evaluation of the jurisdiction or agency’s ability to provide disaster services and support in the following areas.

- | | |
|--|---------------------------------------|
| Estimate of the populations to be served | Availability of personnel |
| Personnel and staff training | Management and supervision capability |
| Resources and equipment | Labor relations |
| Communications and technology | Mutual aid resources |
| Notifications systems/procedures | Emergency contracting |
| Warning and alerting the public | Finance and purchasing systems |
| Disaster assessment | Emergency facilities and power |

In evaluating community or agency capabilities, jurisdictions and departments should work with the Oneida County Department of Emergency Services to consolidate and coordinate capability assessment activities with regional and state initiatives; such as those undertaken by the NYS Office of Emergency Management or efforts conducted by area law enforcement and public health agencies for counter-terrorism and related preparedness programs.

G. Identification and Monitoring of Hazard Areas

The Oneida County Hazard Mitigation Plan (see *List of Appendices and References*) identifies hazard and risk areas associated with hazards that have defined geographic profiles.

Areas included in the Hazard Mitigation plan where specific hazard sites or locations can be identified and monitored include the following.

Table 7: Hazard Monitoring

Hazard Area	Monitoring Agencies
High risk flood zones	Local government officials and boards Local Floodplain Management Officers Local Buildings and Codes officials Local Planning and Zoning Boards Soil and Water Conservation District NYS Department of Environmental Conservation Federal Emergency Management Agency U.S. Army Corps of Engineers
Areas susceptible to erosion, slope failure and landslide	Local government officials and boards Local Floodplain Management Officers Local Buildings and Codes officials Local Planning and Zoning Boards Soil and Water Conservation District NYS Department of Environmental Conservation
Areas at risk to dam failure	Dam owners and operators Local government officials NYS Department of Environmental Conservation U.S. Department of Energy
Areas near major transportation facilities including highways, rail, marine and airports	Oneida County Public Works Oneida County Aviation Railway operators NYS Department of Transportation NYS Thruway Authority NYS Division of Canals NY State Police Federal Aviation Administration

-- table continued on the next page --

Hazard Monitoring - continued

Hazard Area	Monitoring Agencies
Sites and areas where hazardous materials are used, stored and/or transported	Facility owners and operators Local Emergency Planning Committee (LEPC) Oneida County Fire Coordinator Local Fire Departments Oneida County Health Department NYS Department of Environmental Conservation NY State Police NYS Office of Fire Prevention and Control NYS Department of Transportation
Natural gas and fuel pipelines	Pipeline owners and operators NYS Department of Environmental Conservation U.S. Department of Energy Oneida County Fire Coordinator Local Fire Departments
High density areas with structural fire hazards and areas at risk to wildfires	Local government officials Local Fire Departments Oneida County Fire Coordinator NYS Office of Fire Prevention and Control NYS Department of Environmental Conservation

H. Identification and Protection of Critical Facilities

The Oneida County Hazard Mitigation Plan identifies critical facilities for each jurisdiction in Oneida County. Critical facilities in a municipality include the following kinds of systems and structures.

- * Fire, police, 9-1-1 dispatch, ambulance and related emergency services facilities
- * Hospital and primary care medical facilities
- * Facilities that house vulnerable populations, including the elderly and disabled
- * Community shelters and human services facilities
- * Municipal and agency emergency operations facilities
- * Public works and highway maintenance facilities
- * Roads, streets and rights-of-way providing access for emergency services
- * Essential public utilities; including water and wastewater systems
- * Transportation corridors and systems, including highway, rail, marine and air

- * Communications and warning technology and systems
- * Facilities using, transporting and storing hazardous materials
- * High hazard dams
- * Natural gas and fuel pipelines and transfer areas
- * Power plants and electrical substations

Facility owners and operators have responsibility for site specific emergency planning. Assistance is typically available from support agencies representing their industry or area of service and plans should be coordinated with this Oneida County Comprehensive Emergency Management plan through the county Office of Emergency Services.

I. Identification and Protection of Vulnerable Populations

The Oneida County Hazard Mitigation Plan identifies special populations that may have heightened risks or response needs associated with hazards that can impact Oneida County.

For each jurisdiction in the county, the Hazard Mitigation Plan lists the percent of population in the following vulnerable population groups. Services and resources needed to assist vulnerable populations are provided by numerous departments and agencies in the county and coordinated by the Oneida County Disaster Human Services Committee described in Section III, Response of this plan.

Table 8: Vulnerable Populations

Vulnerable Population	Percent of County Population *
Over 65 Years of Age	16.3 %
Under 5 Years of Age	5.7 %
Under 18 Years of Age	21.9 %
Persons with a Disability	19.0 %
Persons below poverty level	14.4 %
Speak a Language other than English at home	10.1 %

* U.S. Census, 2010

J. Training of Emergency Personnel

Each department, organization and jurisdiction that participates in emergency management services and activities for Oneida County has the responsibility to promote and take part in training that will assure effective implementation of the policies and provisions of this plan.

Training is sponsored and/or conducted using the opportunities and resources available among the following agencies and is coordinated with the Oneida County Department of Emergency Services.

- Oneida County Department of Emergency Services
- Oneida County Fire Coordinator
- Oneida County Sheriff's Department
- Oneida County Health Department
- Oneida County Mental Health Department
- Oneida County Department of Public Works
- Local Fire, EMS and Law Enforcement Agencies
- Area Colleges and Universities
- BOCES
- American Red Cross
- NYS Office of Emergency Management (OEM)
- NYS Office of Fire Prevention and Control (OFPC)
- NYS Department of Health
- NY State Police
- NYS Office of Counter Terrorism
- NYS Division of Criminal Justice Services
- NYS Office of Cyber-Security
- NYS Department of Environmental Conservation
- NYS Department of Transportation
- NYS Education Department
- NYS Disaster Human Needs Task Force
- Federal Emergency Management Agency (FEMA)

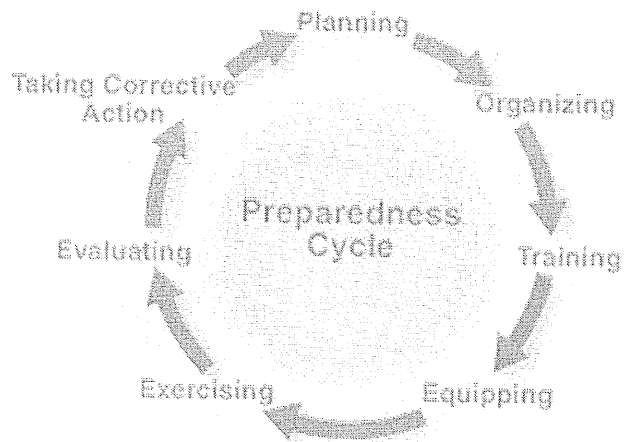


Figure 5: Emergency Preparedness Cycle

fema.gov

Regular training programs and opportunities offered locally or in the region focus on the following emergency management topics or skills, but other training programs are often scheduled to address special training needs and related priorities.

Table 9: Local Emergency Management Training

Program	Training Subjects
Emergency Management	Emergency Management Professional Development Emergency Planning, Exercise Design and Evaluation Public Officials and Information Officer Workshops EOC Operations and Disaster Recovery Workshops Mass Fatality and Mass Care Training Community Emergency Response Training (CERT)
Fire Services	Fire Suppression and Prevention Fire Command and Management Hazardous Materials Management Code Enforcement and Arson Investigation Emergency Response To Terrorism and Hazardous Materials Technical Rescue NYS Academy of Fire Science Wildfire Academy and Incident Management
Homeland Security	NY State Preparedness Training Center Counter Terrorism and Cyber-Security Training for Emergency Responders, Emergency Professionals and Government Officials
Incident Command System (ICS)	Incident Management Training for Emergency Responders, Public Safety Officers and Government Executives
Police, Law Enforcement and Security	Counter-Terrorism Preparedness and Response Community, Home, and Personal Safety School Preparedness and Safety
Emergency Medical Services	First Responder and Emergency Medical Technician Training
Hospitals and Health Care Facilities	Emergency Preparedness and Response
Public Health	Bio-Terrorism Preparedness and Response Emergency Preparedness and Response Influenza Pandemic and Strategic National Stockpile (SNS)
Schools and Colleges	Community and Emergency Responder Education
American Red Cross	Disaster Services Home and Family Preparedness Shelter Management

National Incident Management System (NIMS) Training

Homeland Security Presidential Directive (HSPD-5) *Management of Domestic Incidents* calls for the establishment of a single, comprehensive national incident management system. This policy has been further endorsed by the State of New York in Executive Order 26.1, and by Oneida County in Executive Order No. 3 of 2017. The National Incident Management System (NIMS) provides a systematic and cooperative approach to guide departments and agencies at all levels of government, as well as the private sector and other support organizations, in responding to emergency incidents and protecting life, property and the environment.

The above directives and endorsements require that all local governments and emergency response organizations in Oneida County comply with NIMS implementation efforts, which includes participation in ICS training and application of the ICS system in an emergency. Further information regarding ICS training and guidance regarding the types of ICS training that apply to various local government employees and emergency responders can be obtained from the Oneida County Department of Emergency Services and the NYS Office of Emergency Management (OEM).

The most common ICS training programs that are provided for local government employees and emergency personnel in New York State and Oneida County include the following:

Table 10: NIMS ICS Training Programs

Course	Title	Format	Participants
ICS 100	Introduction to the Incident Command System	On line or Classroom	All personnel involved with emergency planning, response or recovery efforts
ICS 200	Basic ICS	Classroom*	All personnel that perform emergency response and resource management functions
ICS 300	Intermediate ICS	Classroom	For response personnel who manage and/or supervise emergency functions, resources and/or personnel
ICS 402	ICS for Executives	Classroom	For executives, elected officials, board and legislative members and agency directors

* ICS 200 can be taken online, but NYS recommends and encourages the classroom format.

Based on the management or emergency response roles of local officials and emergency personnel, employers typically consider the following ICS courses when determining the kinds of training their staff will need to meet NIMS requirements.

IS – 700	ICS Awareness
ICS-701	Multiagency Coordination Systems
ICS-702	NIMS Public Information Systems
ICS-703	NIMS Resource Management
ICS-704	NIMS Communications and Information Management
IS – 800	National Response Framework (NRF)
ICS-400	Advanced ICS

Exercise Program

Effective training for emergency response and the successful application of a comprehensive emergency management plan includes implementation of a progressive exercise program. Compliance with Homeland Security Presidential Directive (HSPD) – 5 *Management of Domestic Incidents* and the accompanying endorsements of HSPD - 5 by New York State and Oneida County also call for the establishment of a local exercise and evaluation program.

The exercise program and activities for Oneida County follow the standards outlined in the federal *Homeland Security Exercise and Evaluation Program (HSEEP)*, which is a capabilities-based exercise methodology designed to build a self-sustaining exercise program that applies standards for designing, developing, conducting and evaluating exercises of all types.

Disaster and emergency exercises have two purposes and most exercises are designed to address both these goals.

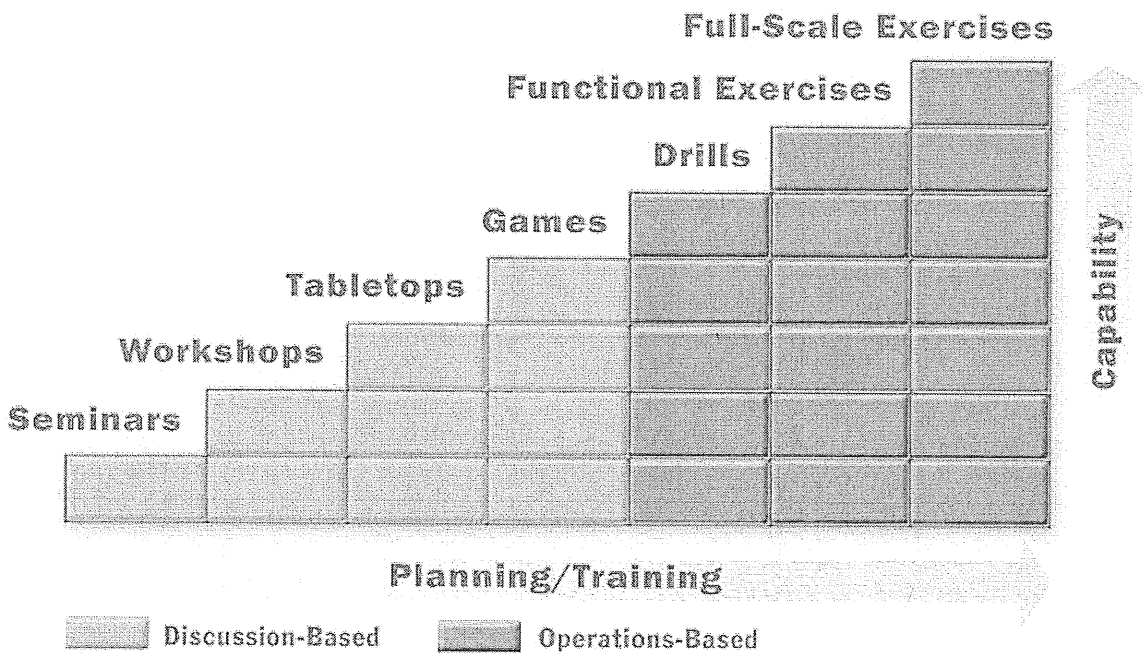
- Training - to provide emergency personnel with training, familiarization and experience in applying emergency policies, priorities and actions
- Evaluation - to evaluate the ability of response personnel to execute policies, priorities and actions established by emergency plans

Training and exercising related to the implementation of emergency plans and preparedness for emergency response are commonly introduced by conducting plan orientations, agency briefings and the use of emergency drills.

Table 11: Exercise Preparedness Training

Training Activity	Description
Orientations and Briefings	Meetings, training sessions or discussion held with emergency personnel to introduce or review emergency plans, policies and priorities
Drills	A simulation or walk-through where emergency responders are required to execute or apply specific procedures or actions. For example, a drill where dispatchers are required to simulate emergency notification procedures, or when emergency workers are asked to simulate setting up a safety zone

Figure 6: Progressive Exercise Activities



FEMA: Homeland Security Exercise and Evaluation Program

The types of exercises that are used to provide training and evaluation of emergency personnel and implement emergency management plans include the following. Generally, an integrated and progressive combination of these three types of exercises is planned for a community based on an annual or multi-year schedule.

Table 12: Types of Emergency Exercises

Exercise Type	Description
Tabletop	Group discussion of a simulated emergency and a related set of specific issues and problems that allows emergency personnel to consider options, gain familiarity and make decisions about emergency plans, policies, priorities and resources
Functional	An exercise conducted in an EOC or incident management facility that simulates an emergency using a related set of specific issues and problems. The purpose is to provide training and evaluation for emergency personnel from multiple agencies and emergency specialties, focusing on the ability to manage emergency operations in an integrated and unified system
Full-Scale	An emergency simulation involving multiple agencies and emergency functions that provides training and evaluation for several areas of the emergency response system, including deployment of field and operational resources, executive participation and activation of the EOC and related incident management facilities

Training and Exercising Coordination and Support

Oneida County will promote and assist whenever possible the training needs and exercise requirements of first responders, government officials, and other participating agencies that have a role and responsibility in emergency planning, response and recovery.

Oneida County coordinates preparedness training through the Department of Emergency Services. A comprehensive set of training programs and resources is available locally and through the federal government, New York State and a range organizations that serve Oneida County.

K. Public Education and Awareness

Oneida County maintains a disaster public education and awareness program that includes participation by all Oneida County departments and agencies and is coordinated by the Department of Emergency Services. The public education and awareness program promotes the following goals and activities:

- Provide education and awareness to help citizens protect themselves and their families in an emergency
- Provide education and awareness that helps citizens prevent disasters or reduce the impacts of a disaster
- Provide education on hazards to youth, adults and groups in the community
- Make the public aware of existing hazards in their communities
- Familiarize the public with the kinds of protective measures that have been developed to prevent and respond to disasters
- Coordinate disaster education with school systems and colleges in the County
- Use materials and resources available from the Federal Emergency Management Agency (FEMA), New York State Office of Emergency Management (OEM), the NYS Department of Health, New York State Police, the American Red Cross and other agencies

Section III Response

A. County Organization and Assignment of Responsibilities

1. The Oneida County Chief Executive Officer

The County Executive is the Chief Executive Officer of Oneida County and directs the County's emergency response organization. As the Chief Executive Officer of Oneida County, the County Executive is authorized by State Executive Law, Article 2-B to:

- use any and all resources of Oneida County for the disaster response
- declare a county state of emergency for all or parts of Oneida County
- issue emergency orders and suspend local laws, ordinances and regulations
- request assistance from or provide assistance to other local governments and the state

2. The Role of the Emergency Manager

As required by Oneida County Executive Order No. 3 of 2017, the Oneida County Director of Emergency Services serves as the County's Emergency Manager and is responsible for executing and coordinating County operations and services for the disaster, as well as having the following authorities and responsibilities:

- Serves as a principal advisor on emergency management issues to the County Executive and the Executive's Policy Group
- Activates the County's emergency response organization and initiates county response activities
- Establishes and manages the Emergency Operations Center (EOC)
- Activates the Oneida County Comprehensive Emergency Management Plan (CEMP) and related County emergency plans and annexes, including the coordination of agencies and resources required to implement the plans
- Notifies and briefs County departments, agencies and related support resources about County policies, organization and priorities for the emergency
- Coordinates the deployment and organization of integrated agency operations and resources
- Implements the Incident Command System (ICS)

- Facilitates coordination between the County and:
 - the Incident Commander
 - towns, cities and villages in the County
 - local governments outside the County
 - the State of New York
 - businesses and private sector organizations supporting the response

3. County Executive's Policy Group

- Advises the County Executive in determining the County's overall strategic objectives and goals for disaster response and recovery
- Assists in establishing County priorities and actions to be carried-out by participating agencies and support resources
- Evaluates the safety, humanitarian, health, economic, social, environmental, legal and political impacts of a threat to the community
- Evaluates and makes recommendations to the County Executive regarding alternative actions and consequences for emergency response and recovery
- The Executive's Policy Group consists of the following officials or their designees. Other officials or agency representatives can be assigned to the Policy Group by the County Executive to address specific requirements and demands of the emergency.

County Executive
 Sheriff
 Fire Coordinator
 Emergency Services Director
 Commissioner of Social Services

Assistant to the County Executive
 Public Health Director/Commissioner
 Engineering and Public Works
 County Attorney
 Commissioner of Planning

4. Department and Agency Participation

The agencies identified in this section, and other organizations or support resources participating in a county response to disasters and emergencies can be called upon to provide senior management and other personnel and resources to one or more incident sites or facilities; including the county Emergency Operations Center (EOC), an Incident Command Post, and other disaster sites or incident facilities.

In some cases, agencies may need to provide simultaneous support for emergency operations and resources at more than one site.

Depending on the extent of available agency resources, and when authorized, agencies may also be required to support 24-hour, 7-day rotating shift operations at the county EOC or other disaster sites.

County Departments and Agencies

As required by Oneida County Executive Order No. 3 of 2017, the following departments, agencies and organizations are required to support the emergency response and perform essential functions in an emergency from the Emergency Operations Center (EOC) or other site as directed.

County Attorney	Emergency Services
Personnel	Sheriff
Public Works	Social Services
Mental Health	Office for the Aging
Purchasing	Finance
Budget	Public Health
Fire Coordinator	Emergency Medical Services
Planning	Aviation
Building Maintenance	Medical Examiner
Employment and Training	Hazard Mitigation Officer

Supporting Agencies and Coordinating Organizations

In addition to the County departments and agencies listed above, County emergency response is further supplemented by the following local and regional organizations, which may be represented at the County EOC or other incident facilities as appropriate. The County Executive or the Emergency Services Director can also request other resource providers not listed to participate in the response as necessary.

American Red Cross (ARC)
 Salvation Army (SA)
 Radio Amateur Civil Emergency Service (RACES)
 Civil Air Patrol (CAP)

New York State Regional Representatives

Office of Emergency Management OEM
Fire Prevention and Control

State Police
Department of Health
Department of Environmental Conservation
Department of Corrections
Thruway Authority
Department of Transportation
Division of Canals
Parks and Recreation
Department of Education (BOCES)
Department of Labor

Coordinating representatives of the following organizations and services should also be assigned to assist with emergency operations at the County EOC or other County operation sites as appropriate.

- A Human Services administrator that can coordinate resources and services provided by public and private human resource agencies and organizations
- A school district or BOCES administrator to represent and coordinate emergency issues and requirements with school districts in the County
- A coordinating representative from utilities that provide essential public services in Oneida County; including representatives from electric and natural gas companies, gas pipelines and municipal water suppliers
- A coordinating representative from the Society for the Prevention of Cruelty to Animals (SPCA) or an individual representing pet and animal protection services and resources
- A County or local code enforcement officer or building inspector to coordinate support to municipal officers for building inspections, structural safety and habitability analysis, occupancy certification, condemnation and reoccupation

Table 13: Oneida County Emergency Management Organization

<i>Oneida County Emergency Management Organization</i>		
Oneida County Executive		
Executive's Policy Group		
County Executive		Assistant to the County Executive
Sheriff		Health Commissioner
Fire Coordinator		Engineering and Public Works
Emergency Services Director		County Attorney
Commissioner of Social Services		Commissioner of Planning
County Coordinating Officers and Agencies		
	Emergency Services Director	
Sheriff	Public Works	EMS
Health	Social Services	Fire Coordinator
Mental Health	Personnel	Planner
Aging	Purchasing	Aviation
Finance	Budget	Hazard Mitigation Officer
Medical Examiner	Building Maintenance	
Support Agencies and Resources		
American Red Cross (ARC)		
Salvation Army (SA)		
Radio Amateur Civil Emergency Service (RACES)		
Civil Air Patrol (CAP)		
Soil and Water Conservation District (SWCD)		

5. Organization of the Response and Resources

The Incident Command System (ICS)

Oneida County Executive Order No. 3 of 2017 requires that Oneida County implement the National Incident Management System (NIMS) and the Incident Command System (ICS) as the County's organization and management structure for disasters and emergencies. ICS has been formally adopted by the State of New York as the standard system for managing incidents that require multi-agency response.

Activation of the Incident Command System (ICS)

- ICS is activated anytime the need for a multi-agency management and coordination system is identified
- A decision to activate ICS can be made by the County or any municipal entity, or ICS is activated by the officers of the agencies responding to an incident
- ICS is activated in the following manner:
 - ✓ Identification of an Incident Commander (IC)
 - ✓ Establishing an Incident Command Post (ICP)
 - ✓ Undertake an immediate evaluation of the organizational and resource requirements of the incident
 - ✓ Establishing response objectives and preparation of an Incident Action Plan (IAP)

Role of the Incident Commander (IC)

Under ICS, the Incident Commander has overall responsibility for effective on-scene management of the incident. The IC sets response objectives for the emergency and is responsible for preparation of an Incident Action Plan (IAP). The IC implements the ICS organizational structure to set in place the people and resources needed to meet the response objectives and effectively address the incident.

Identifying an Incident Commander (IC)

Selection of an Incident Commander is typically based on the following considerations and capabilities:

- The IC is commonly a senior manager for an agency that has a principal role and prevailing responsibility for addressing the particular hazard (for example: law enforcement for a security event, health official for public health incident, or a fire officer for fire and rescue activity).
- The IC should have strong management and organizational abilities.
- Selection of the IC is not always based on the functional expertise or agency background of the individual. It is sometimes determined that a qualified individual with strong management, organizational and supervisory skills – usually from the government, public services or emergency response sectors – would be most appropriate as IC.
- The individual should have training, experience and a comprehensive knowledge of the Incident Command System and how it is organized and implemented.

- It is essential that the IC recognize the legal authorities and responsibilities assigned to county and local chief executives and the powers and authorities granted to participating response agencies.
- A situation may often require a change or transfer of Incident Command during the response; such as when fire and rescue operations conclude, but an environmental hazard still exists, in which case the fire officer transfers command to a health or environmental official. Another circumstance requiring a change of Incident Command is when an event increases in size, scope and complexity and an IC with commensurate experience, skill and authority is needed.

Organization of the Incident Command System (ICS)

ICS Functions

ICS is organized by the five functional sections outlined below. Any of the functions not specifically staffed or assigned in a response remain the responsibility of the Incident Commander.

- * Command
- * Operations
- * Planning
- * Logistics
- * Finance

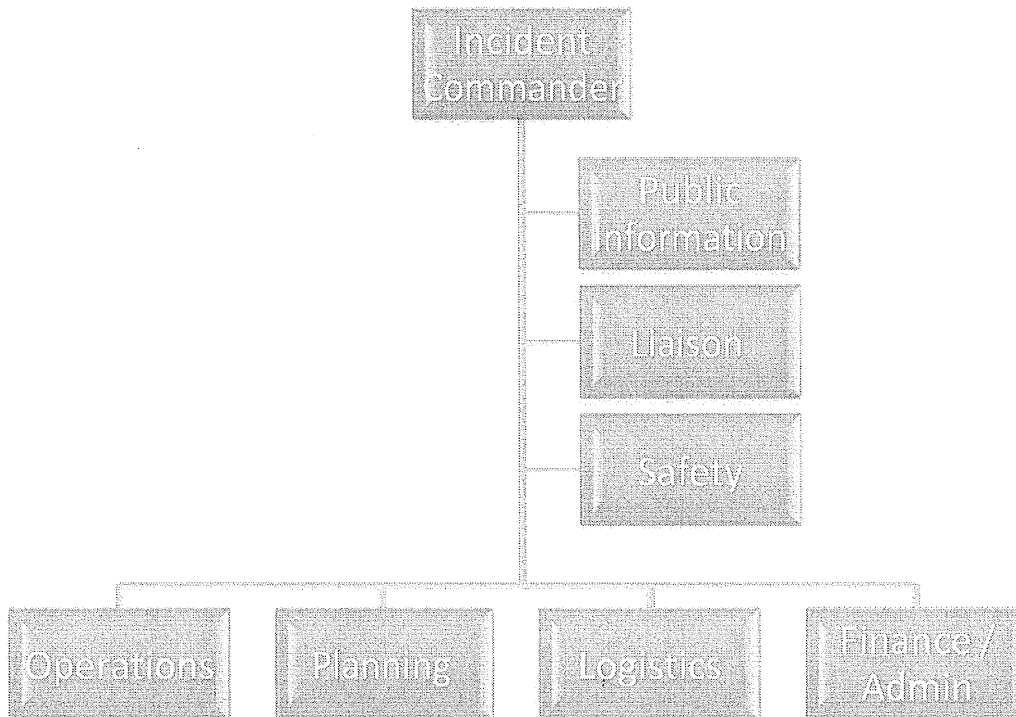
ICS Command Staff

Aside from the Incident Commander, ICS Command Staff include the following positions, and if not filled the responsibility remains with the Incident Commander.

- * Information Officer – responsible for developing and releasing information about the incident to the public, media, response personnel and other appropriate organizations
- * Liaison Officer – provides coordination among the agencies and local jurisdictions participating in the response
- * Agency Representatives – a principal representative of each agency that has a substantial role, authority, responsibility and/or resource commitment to the incident, usually extending beyond a support function. Those having a primary role and others as designated by the Incident Commander may also be included in the Unified Command
- * Safety Officer – develop and implement measures for assuring personnel safety

ICS section chiefs (General Staff) and command staff are often selected based on their rank and experience in the functional service or discipline that is dominant to the hazard or emergency; such as fire, law enforcement or health. ICS requires that supervisors and leaders be qualified, which includes strong skills in management and organization, including training and knowledge of how ICS is used. Experienced managers from other disciplines not directly involved in the response often make excellent ICS supervisors and leaders, even when the incident is not related to their technical specialty, particularly when they have sound management abilities and an understanding of how ICS is implemented.

Figure 7: ICS Organization



Alternate ‘Unified Command’ Organization

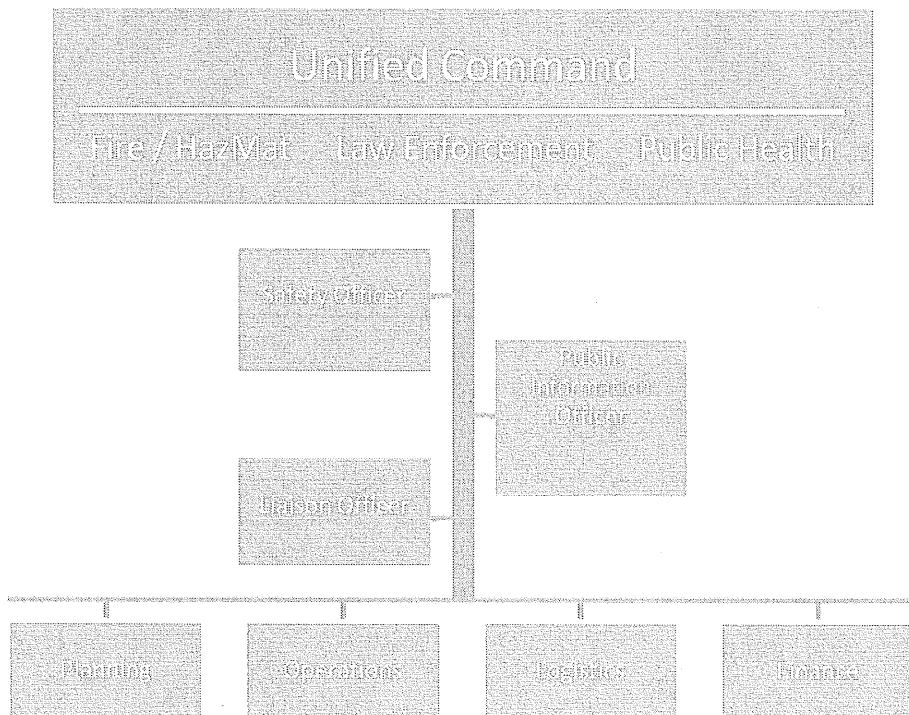
Unified Command allows managers from multiple agencies to participate in command decision making for an incident. In an emergency where several agencies have principal responsibilities for addressing critical elements of the response, and where those agencies each have vital resources that are essential to addressing the emergency, Unified Command permits key leaders from the primary responding agencies to engage in unified management of the incident.

In a Unified Command, response managers from each of the principal agencies or services join together at a unified command post where they conduct joint evaluation of incident requirements, develop integrated incident objectives and a consolidated, multi-agency Incident Action Plan (IAP).

For example, in a situation where a terrorist or criminal uses hazardous materials to create contamination and public health threats, the Fire Department and Haz Mat team, law enforcement and Public Health officials all have principal responsibilities and critical resources that are essential to the emergency response.

Agency managers participating in a unified command often choose to share incident command and leadership responsibilities, but in other events those responsible for unified command can also designate a single Incident Commander, while each agency continues to participate in the consolidated development and implementation of the unified incident strategy and objectives.

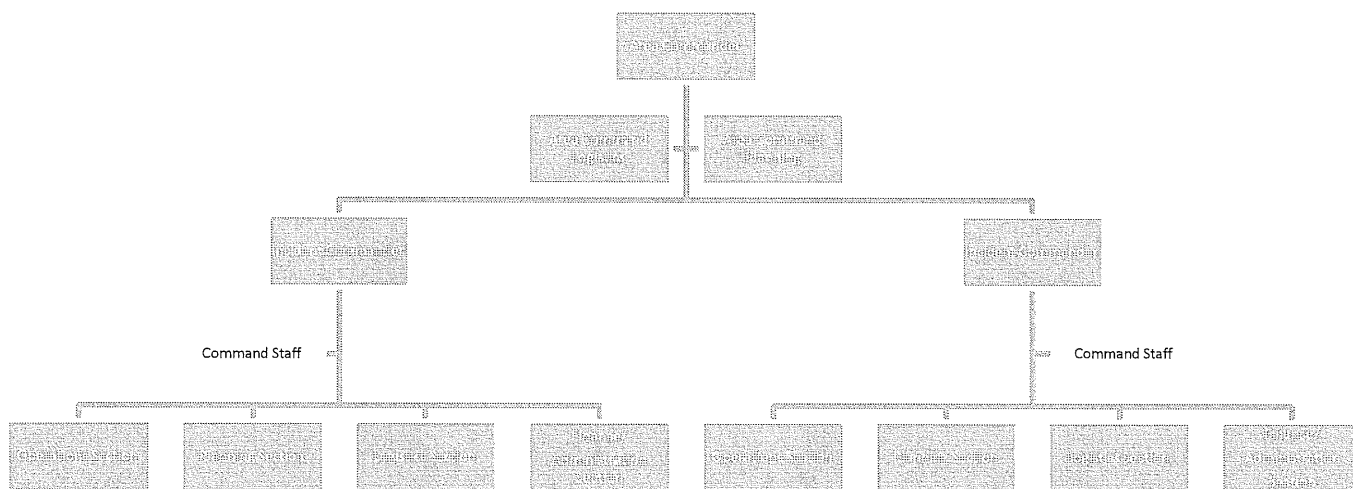
Figure 7a: Unified Command



Alternate 'Area Command' Organization

In a large incident that covers a wide geographic area, perhaps involving numerous jurisdictions or where it is appropriate to establish multiple incident management locations, an Area Command may be established. In this instance, an Incident Manager would be named to oversee the entire response and assure that an integrated strategy, objectives and priorities are applied. Area Command resources would be established to provide overall coordinated logistics and planning for all sites. Each site or jurisdiction would then have its own basic ICS structure, including an Incident Commander and Command Post that report to and coordinate their response with the Area Command.

Figure 8: ICS Area Command



Incident Management and Special Support Teams (IMT)

An Incident Management Team (IMT) is a group of pre-qualified, multi-functional incident management personnel from various agencies and disciplines who are trained and experienced in applying ICS organization and resources in incidents of all types and hazards. There are five types of IMTs organized at the regional, state and national levels and each team draws a wide range of experienced ICS personnel from a variety of emergency specialties; including law enforcement, fire departments, forest and land management, public health, emergency medical, hospitals, rescue services, mortuary, human services and numerous other emergency management and public safety backgrounds.

These teams are available to local governments and agencies when they need assistance and supplemental resources to help in managing an emergency. They are accessed by first contacting the Oneida County Emergency Services Director and regional representatives of the NYS Office of Emergency Management(OEM).

The teams are very effective at implanting the ICS structure for an emergency response and can step into local command roles and implement operations, logistics, planning and finance functions. The teams deploy specialists in public information, safety, staging, resource management and the preparation of Incident Action Plans. They are prepared to manage an entire ICS operation, but are frequently called upon to manage certain response demands that exceed the scope and resources of local governments; including wildfires, health outbreaks, law enforcement operations, transportation disasters, rescue and evacuations and mortuary services.

Primary Emergency Management Facilities

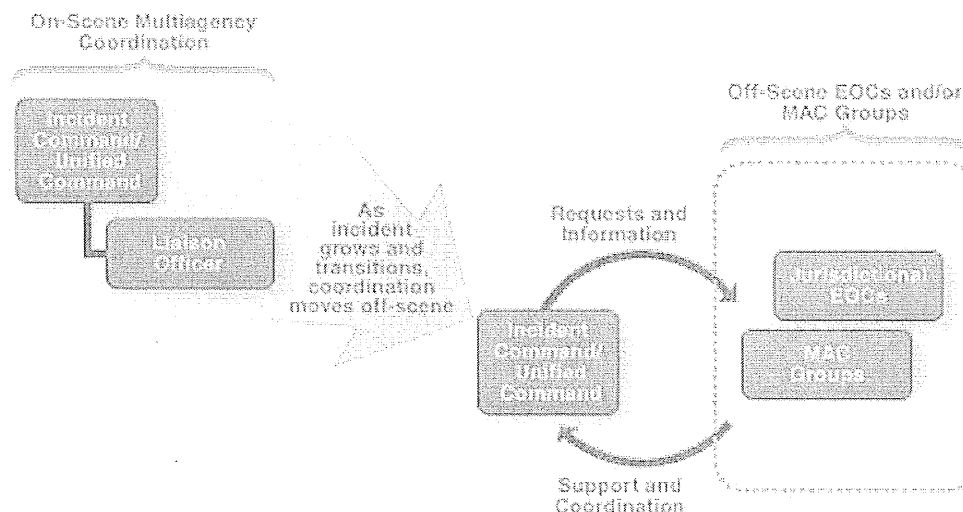
Incident Command Post (ICP) – The location where primary on-scene command functions and the multi-agency response are organized and managed is called ICP. An incident managed using ICS requires an Incident Command Post (ICP) and has only one Command Post, unless an ‘Area Command’ system is established.

The term ‘command post’ is often used generically by local governments and many agencies to identify a central management or coordination site for their community or department. In ICS, the Incident Commander determines the most appropriate site for the command post based on the demands and requirements of the incident. Unless multiple local sites are designated Command Posts under an ‘Area Command’, ICS generally refers to these local government or agency management sites as local EOCs, government or jurisdiction coordination centers or agency specific operations facilities.

Emergency Operations Center (EOC) – The facility where government authority and responsibilities are managed and coordinated. The EOC typically provides agency coordination and resource management to support Incident Command and agencies at the Incident Command Post.

In ICS, the EOC is considered part of the Multi-Agency Coordination (MAC) function. In a small incident or the early and unfolding stage of a developing emergency, agency coordination is typically managed at the incident Command Post by the Incident Command staff. As the incident grows in size and complexity, however, more of the coordination related to resource management and agency support functions is transferred away from the incident site to the Emergency Operations Center (EOC).

Figure 9: ICS EOC Transition



Joint Information Center (JIC) – The site where incident and multi-agency media relations and public information are coordinated. The JIC is typically located at or in proximity to the Emergency Operations Center or Command Post; where multi-agency public information and communications officers have access to the County Executive, incident command and other key response staff.

For smaller incidents of limited scope, the response and associated resource requirements are often managed using only an on-site or local Command Post. The EOC is generally activated as the resource requirements and complexity of the incident increase. In some situations a limited activation of the EOC may be appropriate, where specific agencies or services are mobilized to support a local incident command.

B. Emergency Operations Center (EOC)

1. EOC Purpose and Objectives

- Organization and implementation of County objectives and services for emergency response and recovery
- Provide coordination and resource management for the emergency response and recovery
- Provide support services and coordination of resources for incident command, county departments and agencies and local governments
- Coordinate assistance, resources and support from:
 - state and federal governments
 - mutual-aid providers
 - the private sector
 - neighboring counties and jurisdictions
 - community organizations

2. Primary and Alternate Oneida County Emergency Operations Centers (EOCs)

Primary EOC	Alternate EOC
NYS DHSES State Preparedness Training Center Airport Road Oriskany, New York	Oneida County Office Building 800 Park Avenue Utica, New York

3. Organization of the Oneida County EOC

- The Director of Emergency Services is responsible for overall readiness, management and maintenance of the EOC.
- During activation, the Emergency Services Director serves as the EOC Manager, or shall delegate or identify other qualified staff to serve as the EOC Manager.
- Agencies, departments and personnel assigned to the EOC are responsible preparing the resources they will need to effectively conduct agency support and operations from the EOC. Agencies must routinely work with the Emergency Services Department to identify personnel assigned to the EOC that will perform emergency response and recovery.

- As part of Oneida County's comprehensive emergency preparedness program, county agencies and departments must work with the Emergency Services Director on EOC planning, training, exercises and resource management to insure all agencies are ready to support the activation of the EOC and related emergency operations.
- To the extent possible, and when authorized, agencies and departments must be prepared to staff the EOC on a 24-hour, 7-day schedule. In some instances, there may be a need for duplicate 24-hour staffing on both daytime and overnight shifts; while other events may only require an extension of daytime operations for a few extra hours. In yet other situations, there may be a need for extra staff during the day, but only reduced or minimal staff might be needed overnight.
- Agencies may also need to support operations and staffing at a local command post or related incident facility.
- At the EOC and related incident facilities, departments and agencies must assign staff who are capable of committing and deploying agency resources, or staff must have direct and immediate access to agency administrators and program managers so that resource requirements can be addressed rapidly and on a 24-hour basis if necessary.
- When the EOC is operating on a continuous 24-hour schedule, an appropriate designation of shifts will be determined by the EOC Manager. In most instances when 24-hour operations are needed, agencies should plan to schedule personnel on two 12 ½ hour shifts. (The overlapping ½ hour of each shift provides the important time needed for briefings and transition among shift personnel)
- In cases where continuous or supplemental staffing is not possible or feasible, each department must work with the Emergency Services Department and EOC Manager to assure that provisions are in place to provide immediate access and alternatives for continuous agency support and services.
- Internal and external security at the EOC during an emergency will be provided by the County Sheriff's Department and coordinated with the EOC Manager. During emergency activations, and when personnel are working shifts up to 12 ½ continuous hours, and for other personal safety concerns, it is usually not possible for staff to leave the building for extended breaks. In these instances, provisions for on-site catering and related staff needs must be considered.

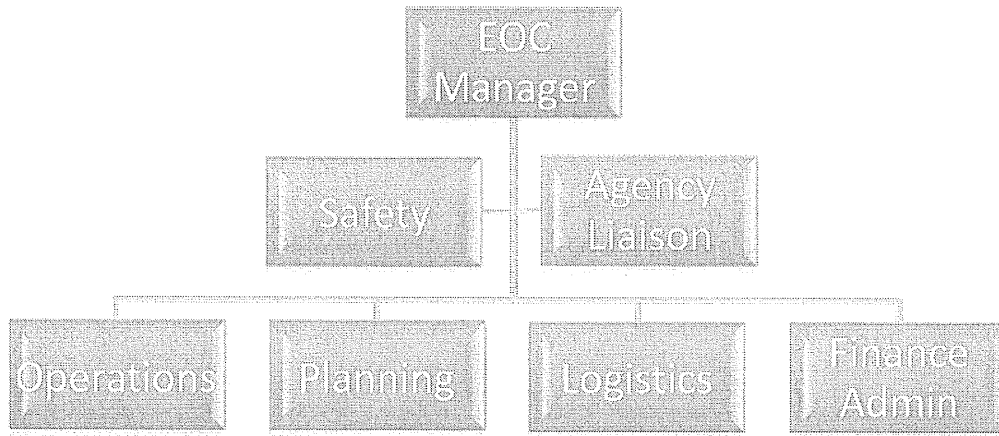
Table 14: Oneida County Emergency Operations Center Agencies

<i>Oneida County Emergency Operations Center (EOC)</i>		
Participating Organizations and Agencies		
County Departments and Agencies		
Sheriff	Public Works	Emergency Services
Health	Social Services	Fire Coordinator
Mental Health	Personnel	Planner
Aging	Purchasing	EMS
Aviation	Central Services	
Finance/Budget	Hazard Mitigation Officer	
Medical Examiner	Building Maintenance	
Support Agencies and Resources		
American Red Cross (ARC)		Salvation Army (SA)
Soil and Water Conservation District (SWCD)		Civil Air Patrol (CAP)
Public Utilities Representatives		School District/BOCES Coordinator
Radio Amateur Civil Emergency Service (RACES)		
Pet and Animal Services Coordinator		Building Inspection/Codes Coordinator
Human Services Coordinator		
State Agency Regional Representatives		
Office of Emergency Management	State Police	
Fire Prevention and Control		Department of Health
Department of Environmental Conservation		Thruway Authority
Department of Corrections		Division of Canals
Department of Transportation		Parks and Recreation
Department of Education		Department of Labor
Division of Military and Naval Affairs		

4. ICS Organization at the EOC

County response personnel operating at the EOC will be organized by ICS function, as depicted in the following organizational chart.

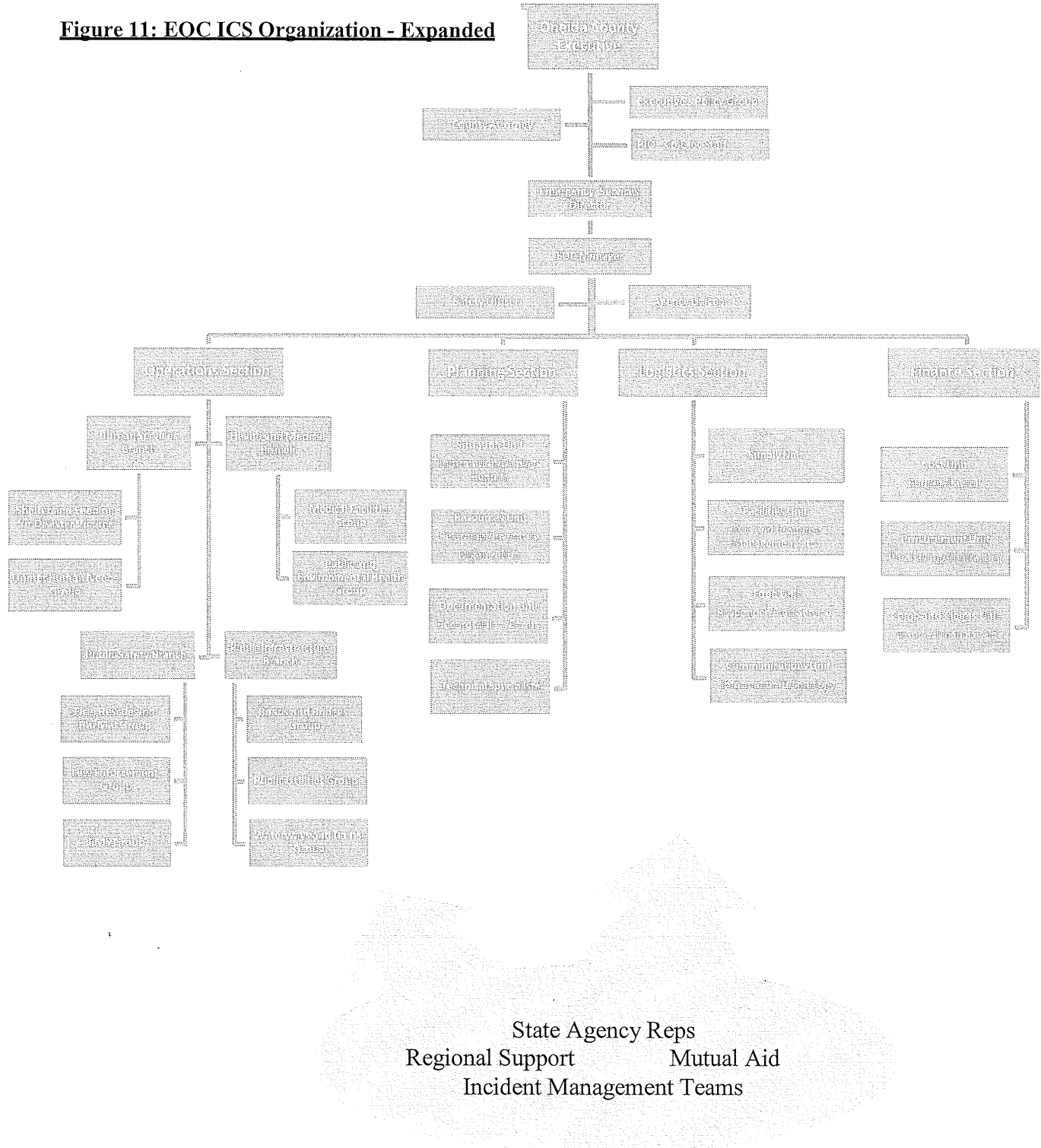
Figure 10: EOC ICS Organization - Basic



The EOC is commonly called upon to undertake planning, logistics and finance functions in support of the emergency response, since it is not always necessary or practical to perform these functions in the field or from a Command Post. Operations functions, however, are more often managed from a Command Post, particularly when the emergency affects a limited area or specific site. The EOC will perform a stronger, or even a primary operational role in disasters that have a broad geographic impact across the county; such as ice storms or when there is widespread flooding, evacuations and downed debris.

Significant coordination and communication between the EOC and companion ICS functions at the Command Post are essential to avoid conflicts and duplication.

Figure 11: EOC ICS Organization - Expanded



When staffing an ICS organization, it is common to select leaders and key personnel from the function or agency that has a dominant role and responsibility based on the type of hazard that exists. For example, in a fire, it is typical that key ICS leaders would be fire officers, or in a public health emergency they would be from the health services.

In ICS, however, it is also possible to meet staffing needs by using qualified personnel from other functions or disciplines. For example, a good planner from a law enforcement agency could manage the planning section for a flood or a health outbreak, while an individual with good management skills from a public works department could also be effective leading the logistics section for a bus accident or hazardous materials evacuation.

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5. EOC Response Assignments and Agency Services

When performing emergency operations at the EOC, agencies could be assigned to support one or more of the following ICS functions.

Command	Public Information	Planning
Operations	Logistics	Finance/Administration

Assignments Designated by Executive Order

Oneida County Executive Order No. 3 of 2017 establishes that certain Oneida County officials will serve in specific roles or perform designated duties and functions in an emergency when ICS and/or the County EOC are activated.

Table 14a: Executive Order Staff Assignments

The Executive Order establishes these specific ICS roles or assignments	
County Attorney	Command Staff
Commissioner of Social Services	Human Services Group Supervisor
Director of Mental Health	Social (Human) Services Coordination
Director of the Office for the Aging	Support to Social (Human) Services
Director of Purchasing	Logistics Chief
Director of Finance	Finance Chief and Recovery Manager
Director of Planning	Support the Planning Section
Emergency Services Principal Clerk	Support Documentation (Planning)
The Executive Order assigns the following functional leadership and coordinating roles. In ICS, these assignments could be performed in one or more ICS sections as appropriate (Operations, Planning, Logistics and/or Finance)	
Director of Health/ Public Health Nursing Supervisor	Coordination of Public Health Response and Medical Services
Personnel Director	Personnel Services
Sheriff	Law Enforcement, Police and Security
Commissioner of Public Works	Engineering, Public Works and Support Services
Director of Budget	Budgetary and Fiscal Services
Emergency Medical Services Coordinator	Emergency Medical Services
Fire Coordinator	Fire Services
Commissioner of Aviation	Transportation Services
Building Maintenance Supervisor	Facilities Services
Medical Examiner's Office	Mortuary and Public Health Support
Hazard Mitigation Officer	Recovery
Director of Central Services	Support Services

The following table identifies ICS function(s) that each agency would typically be assigned to support at the EOC and the kinds of activities that are commonly performed by that ICS group.

Table 15: ICS Function and Response Activities by Agency

Department	Department personnel can support these ICS functions at the EOC	Department personnel will perform these services or activities at the EOC
County Executive	Command Agency Administrator Public Information	Executive management Executive Orders Declaration of State of Emergency Promulgation of Emergency Orders Public information Coordination with state, federal and local elected officials
County Attorney	Command	Executive Orders Declaration of State of Emergency Promulgation of Emergency Orders Emergency contracting Review of law and policies
Emergency Services	Command EOC Manager Public Information	EOC management Leadership/coordination among county agencies and resources Liaison/coordination with local governments and organizations Liaison/coordination with state government Management of disaster assessment
Office of the Fire Coordinator	Operations Planning Logistics	Fire suppression and control Fire service communications Emergency alerting and warning Search and Rescue HAZMAT exposure and control Fire mutual aid Coordination with state and regional fire services Disaster assessment
Office of Emergency Communications 9-1-1 Center	Planning Logistics	9-1-1 communications and dispatch Emergency notifications and alerts

-- table continues on the next page --

ICS Function and Response Activities by Agency - continued

Department	Department personnel can support these ICS functions at the EOC	Department personnel will perform these services or activities at the EOC
Sheriff	Command Operations Planning Logistics	Law enforcement Security Public safety Emergency alerting, warning and communications Traffic control County Corrections Law enforcement mutual aid Search Operations Coordination of regional and state law enforcement support
Health Department EMS	Command Operations Planning Logistics	Public health protection and response Monitoring of public health risks and hazards Health education and information Clinic and children services Monitoring/coordination of medical facilities and care providers Environmental health, water quality, disease and pest management Command and implementation of health response plans
Public Works Buildings and Grounds	Command Operations Planning Logistics	Storm debris collection and disposal Snow removal Highway and bridge safety Traffic management Storm water management Disaster assessment EOC maintenance
Water Quality and Pollution Control	Operations Planning Logistics	Operation and maintenance of the Oneida County Sewer District
Social Services	Command Operations Planning Logistics	Human Services Group Supervisor Programs for Social Services clients Shelter and temporary housing Food stamps and emergency housing Coordination with related human services providers Disaster assessment
Office for the Aging	Operations Planning Logistics	Human Services support Needs assessment for the aging Personal and home care and caregiver support Information and Outreach Meal and food services
Central Services	Planning Logistics	Information technology services and maintenance Printing services

ICS Function and Response Activities by Agency - continued

Department	Department personnel can support these ICS functions at the EOC	Department personnel will perform these services or activities at the EOC
Mental Health	Operations Planning Logistics	Human Services coordination Monitoring, assessment and services for mental health Crisis counseling Coordination with state and related providers
Personnel	Planning Logistics	Disaster workforce planning Human Resources planning Emergency personnel contracting Civil Service and labor relations
Planning Department	Planning Logistics	Disaster assessment Emergency public services planning GIS and mapping support
Medical Examiner	Operations Planning Logistics	Mortuary services Identification and disposition of victims and remains
Veteran's Services	Planning Logistics	Disaster services outreach for veterans Human services support
Workforce Development	Planning Logistics	Disaster workforce planning Disaster volunteers management
SPCA / Animal Control	Operations Planning Logistics	Disaster services for pets and service animals Non-agricultural animal rescue and protection
American Red Cross	Operations Planning Logistics	Shelter and temporary housing Food and clothing Mental health and crisis counseling Outreach and crisis information Disaster assessment

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Table 16: EOC Support Departments

<p>The following departments do not provide specific disaster services, but are typically assigned to the <u>Finance and/or Planning</u> sections in the EOC to support emergency response and recovery operations</p>	
<p>Audit and Control Budget Central Services Finance Purchasing</p>	<p>Emergency procurement and purchasing Emergency contracting Vendor management Disaster funding and finance Disaster assessment and cost estimating Disaster cost monitoring and control Accounting and recordkeeping Insurance</p>
<p>The following departments do not provide specific disaster services, but have personnel and resources that can be helpful, particularly if they have management and/or administrative abilities to assist in with <u>Finance, Logistics or Planning</u> functions at the EOC</p>	
<p>Board of Elections County Clerk Youth Bureau</p>	<p>Management, organizational and administrative support</p>

6. EOC Technology and Resource Requirements

The following agencies and officials are responsible for planning and implementing required technology and resources to support emergency operations at the EOC

Emergency Services Director	Director of Central Services
EOC Manager	Public Works / Buildings and Grounds

Functional activities and operation of the EOC require that the following technology resources be provided at the EOC

Computers	Telephones and Cellular Phones
Network and Internet Access	Cellular Phone Service
Printers and Faxes	Audio-visual and projection equipment
Public address (speakers/mic)	Technology Security
Cable or satellite TV access	Emergency Power

The following support services are required at the EOC.

- | | |
|----------------------------------|---|
| Furniture and/or workstations | Operations and/or briefing room |
| Adequate lighting | Task-group, meeting and conference rooms |
| Adequate restroom facilities | Heating, ventilation and air-conditioning |
| Break-room and food service area | Safety and security |
| Parking, access and snow removal | Cleaning, sanitation and trash removal |
| Storage and supply area | Emergency power |

Planning for workspace, workstations and staff technology requirements

Up to 26 Oneida County departments, plus representatives of another 15 or more regional and state support agencies may be assigned or invited to participate in an activation of the Emergency Operations Center. Estimates will vary depending on the incident and the scope of the emergency, but in a full EOC activation there is a potential that more than 40 agencies could require space and resources at the EOC. In a major disaster, it is also typical that agencies will be required to assign more than one representative to the EOC, particularly on an active daytime operational shift. In a situation where 30 of 40 agencies are mobilized, and if one-half of the 30 participating agencies assign more than one person on a shift, the EOC would need to accommodate 45 or more personnel per shift. In a catastrophic disaster where full agency participation is required, there is potentially a need to provide EOC staff space and services for 60 or more personnel per shift.

Table 17: Estimating Worksheet - EOC Technology Requirements

Requirements for EOC Computers and Internet Access	Units Required	Network Capacity Required	Internet User Access Required
County supplied EOC workstation computers and network access			
Mobile or laptop computers to be assigned to EOC with network access			
Internet access for users bringing personal or agency mobile computers			
Requirements for Telephones and Cellular Service	Units Required	Landline Capacity Required	Cellular Capacity Required
EOC staff requiring workstation landline phones			
Cellular phones to be assigned to users at EOC			
EOC staff bringing personal or agency provided cell phones			

Estimating Worksheet - EOC Technology Requirements (continued)

EOC Equipment	Estimated Users	User Capacity per Unit	Units Required
Printers			
Faxes			
Copiers			

EOC Readiness

Each department and agency assigned to staff and participate in emergency operations at the Oneida County EOC is responsible for preparation and readiness of the plans and resource materials they will need to perform services at the EOC. Agencies should consult with and coordinate needs and requirements for conducting operations at the EOC with the Department of Emergency Services.

The Department of Emergency Services is responsible for identifying and maintaining the general materials and resources needed by agencies to perform emergency operations at the EOC. It is essential that the Departments of Central Services and Public Works/Buildings and Grounds provide support to the Department of Emergency Services in maintaining the systems and capabilities needed for operational readiness of the EOC.

Preparations and capabilities required to maintain operational readiness of the EOC include, but are not limited to the following, which can be provided in hard-copy and/or electronic formats as applicable.

- * A current alert and notification roster for all EOC agencies and personnel;
- * Emergency plans; including applicable policies, charts, data tables and check lists used to manage emergency response and recovery;
- * Maps, graphic aids and data used to plan and coordinate emergency response and recovery;
- * Applicable resource inventories and data;
- * Situation and information display boards, screens and projection equipment;
- * Commonly used data collection, recordkeeping and reporting forms;
- * Maintenance of a plan that will insure rapid and timely availability of information technology that includes computers, phones, network and internet access and audio-visual; and office equipment including copiers, printers and fax;
- * Furniture and safety equipment.

EOC Emergency Power Generator Type and Capacity

Site	Generator Status	Installation	Automatic or Manual Operation	Fuel Type	Facility Power Profile/Limitations
		Permanent, Temporary or Mobile		Capacity	Provides Full or Partial Facility Power
Primary EOC	Active	Permanent	Automatic	Natural Gas Continuous	Full
Alternate EOC	Active	Permanent	Automatic	Natural Gas Continuous	Full

C. County Response Activation Levels

County departments, agencies and personnel will be activated and mobilized based on the scope and magnitude of the emergency. Major disasters may require a full mobilization of department and agency resources, while incidents of limited impact could result in partial activation. The extent and level of county resources needed are determined by evaluating the existing demands and potential requirements of the response. The type of county activation for an incident will be determined by the Emergency Services Director using the following four (4) activation levels.

Level 1: Controlled Incident

An existing or potential situation exists but there is no serious threat to life, health or property. No immediate assistance is needed beyond that provided by first responders, but monitoring and continuing evaluation are necessary.

- ✓ Emergency Services and key agencies with resources applicable to the situation would monitor from the EOC or their agency facility as appropriate, and brief or coordinate with other resources as necessary.
- ✓ ICS functions appropriate to the incident are organized at the Incident Command Post.

Level 2: Limited Emergency

A serious and/or potential threat to life, health, or property exists, but is confined to a limited area, usually within one municipality, or involves and is likely to remain confined to a small population.

- ✓ Key agencies with resources applicable to the emergency would mobilize at the EOC.

- ✓ Coordination would be established with the Incident Command Post and affected jurisdiction.
- ✓ Other agencies would be briefed, continue monitoring and prepare to assist if needed.
- ✓ Support capability for ICS planning and logistics is established at the EOC.

Level 3: Major Emergency

A significant multi-agency response to an emergency with widespread community impacts and sustained or expanding response and recovery demands.

- ✓ Agencies having common public safety roles and others having resources applicable to the emergency mobilize at the EOC.
- ✓ Other support agencies evaluate a potential response and anticipate requirements.
- ✓ Agencies must consider staffing multiple sites, plus extra hours or 24-hour shifts.
- ✓ Executive participation and a public information group are established at the EOC.
- ✓ Full planning and logistics units, and operations if appropriate, are in-place at the EOC.
- ✓ Finance and liaison functions are expanded at the EOC.
- ✓ State, regional and mutual-aid representatives are at the EOC.
- ✓ Requirements for special teams and task groups are considered.
- ✓ Appropriate EOC staff support resources are in-place.

Level 4: Full County Activation

A full County Activation is an emergency with major threats to life, health and property; which usually involves a large population, multiple jurisdictions and a long-term response and recovery.

- ✓ Full and sustained agency participation and support.
- ✓ Support for extended hours, 24-hour and/or 7-day operations, as authorized.
- ✓ Agencies may need to seek mutual-aid or program support from related providers.
- ✓ Non-essential, routine agency functions may be suspended or performed by mutual-aid and/or supplemental providers.
- ✓ Extensive coordination is required among local, state, federal and private sector resources.

- ✓ Supplemental staff and specialty teams are integrated into the response organization.
- ✓ Comprehensive public information and finance sections are needed.

D. Emergency Declarations, Orders, Suspensions and Authorities

1. Declaring a State of Emergency

New York State Executive Law gives the Governor, the Oneida County Executive and the chief executives of each local government (city and village mayors and town supervisors) the authority to declare a state of emergency and issue emergency orders for all or part of their jurisdiction.

County and local chief executives can declare a state of emergency when there is a public emergency, or a reasonable apprehension of immediate danger, and they find that public safety is imperiled.

Declaring a local State of Emergency supports the emergency response and recovery in the following ways:

- Increases powers and authorities of the executive;
- Provides legal immunities and protection;
- Permits the executive to mobilize all resources of the jurisdiction to address the emergency;
- Allows the executive to request resources from, or provide resources to other jurisdictions;
- Focuses the attention of citizens, the media, response agencies and emergency personnel.

2. Emergency Orders and Suspension of Local Laws

After declaring a State of Emergency and during the continuance of the emergency, a local chief executive may promulgate local emergency orders to protect life and property or to bring the emergency situation under control. Emergency orders may apply in all or part of the territorial limits of the local government and provide for the following:

- establishment of a curfew;
- prohibition and control of pedestrian and vehicular traffic;
- designation of specific zones where use and occupancy are prohibited or regulated;

- designate zones where the ingress and egress of vehicles and persons are prohibited or regulated;
- regulation and closing of places of amusement and assembly;
- suspension or limitation of the sale, dispensing, use or transportation of alcoholic beverages, firearms, explosives, and flammable materials and liquids;
- prohibition and control of the presence of persons on public streets and places;
- establishment or designation of emergency shelters, emergency medical shelters, and in consultation with the state commissioner of health, alternate medical care sites;
- suspension of the jurisdiction's local laws, ordinances or regulations that prevent, hinder, or delay necessary action in coping with a disaster or recovery;

3. Coordination of Emergency Orders

It is essential that local governments coordinate activities with the County and State when issuing emergency orders. This is usually accomplished in coordination with the Oneida County Emergency Operations Center (EOC), the Public Information Officer assigned for the incident and/or the County Emergency Services Office. Such coordination is particularly important in a disaster that impacts more than one jurisdiction, since emergency orders generally include instructions, information or restrictions that require public cooperation and compliance.

Emergency orders must be announced to the public in a simple, straight-forward way, and they must be consistent from jurisdiction to jurisdiction. Clarity, consistency and overall public support are best achieved by using a single county-wide statement. For example, when multiple communities issue travel restrictions - where some call for a total 'travel ban', and others say 'essential travel only'—such well-intentioned but different instructions will create confusion and diminish public cooperation.

4. Evacuations

New York State law provides broadly stated authority that permits fire and law enforcement officers to take actions necessary to protect public safety. This authority is often applied when immediate action is necessary to evacuate citizens from a hazardous or potentially unsafe area.

In situations where an evacuation is of significant scope and magnitude, it is then best to carry-out the evacuation using an emergency order by the chief executive. Evacuations that involve larger numbers of people who are evacuated for extended periods and require extensive support from multiple services are better managed and coordinated under an emergency order by the chief executive.

5. Executing Declarations, Emergency Orders and Suspensions

A local declaration of emergency and emergency orders should be prepared in writing and officially withdrawn or rescinded when they are no longer needed or apply. It may sometimes be necessary to immediately and verbally declare a State of Emergency, but such action should be followed-up with a written proclamation.

A notification and copy of the Declaration of a State of Emergency, Emergency Orders and the suspensions of local laws should be provided to the County and State.

With regard to emergency orders and the suspension of local laws, the Executive Law imposes separate and distinct requirements and limitations for using these powers; including provisional conditions, time limits, expiration periods, application, filing, publication and broadcast requirements. Local executives should consult with their local attorney regarding these requirements. The County Emergency Services Office and the State Office of Emergency Management (OEM) may be able to assist the local attorney in reviewing these requirements.

Any person who knowingly violates a local emergency order of a chief executive issued under provisions of the Executive Law is guilty of a class B misdemeanor.

6. Use of Local Government Resources and Requesting Assistance

Upon the threat or occurrence of a disaster, the chief executive of any political subdivision is authorized and shall use any and all facilities, equipment, supplies, personnel and other resources of the political subdivision to cope with the disaster or any emergency.

Upon the threat or occurrence of a disaster, a chief executive may request and accept assistance from any other political subdivision. The law requires that this activity be coordinated with the county.

Assistance from other jurisdictions is provided and used on the terms and conditions as mutually agreed to by the chief executives of the requesting and assisting political subdivisions.

When a request for assistance is received, the chief executive of any political subdivision may give, lend or lease, any services, equipment, facilities, supplies or other resources of his political subdivision. The assistance can be provided on the terms and conditions the executive deems necessary to promote the public welfare and protect the interests of the political subdivision.

Any lease or loan of real or personal property, or any transfer of personnel, shall be only for the purpose of assisting a political subdivision in emergency relief, reconstruction or rehabilitation made necessary by the disaster.

A political subdivision shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of any officer or employee.

7. Coordination of Local Forces in Disasters

Upon the threat or occurrence of a disaster, the Executive Law authorizes the Oneida County Executive to coordinate responses for requests for assistance made by the chief executive of any political subdivision within the county.

Coordination of assistance shall utilize existing organizations and lines of authority and shall utilize any comprehensive emergency management plans prepared by the affected municipality.

A chief executive or any elected or appointed county, city, town or village official shall not be held responsible for acts or omissions of municipal employees or disaster preparedness forces when performing disaster assistance pursuant to a declared disaster.

8. Requesting State Disaster Assistance

When a local chief executive determines that the disaster is beyond the capacity of local government to meet adequately, and a local state of emergency is declared by the chief executive, the Oneida County Executive may request the Governor to provide state assistance to supplement local efforts to save lives and to protect property, public health and safety, or to avert or lessen the threat of a disaster.

E. Public Information

1. Concept of Operations

All departments, local governments and officials involved in an emergency must acknowledge the essential requirement to coordinate public information activities. Public information is typically managed at the Incident Command Post, the county Emergency Operations Center (EOC) or a Joint Information Center (JIC) designated by the Incident Commander or the County Executive.

The County disaster public information program must be adapted to address the scope and complexity of each emergency. In an emergency of limited scope, public information needs will be managed by the County Executive's office and coordinated with the Director of Emergency Services and applicable department heads. In disasters of greater complexity, including those requiring activation of the Emergency Operations Center (EOC), the County Executive will name a Public Information Officer (PIO), and in a major disaster it may be necessary to assign deputies, assistants and staff to support multi-functional public information requirements.

2. Public Information and the Incident Command System (ICS)

When the Incident Command System (ICS) is activated, county and local public information activities must be integrated with the Command Post, Incident Commander and Public Information Officer. In some situations, the EOC may support the Command Post by handling certain public information needs, and in other disasters the Incident Commander may designate the EOC as the primary public information management site and the EOC will serve as the Joint Information Center.

3. Disaster Public Information Activities

- Press releases
- Public advisories
- Safety information
- Coordination with media
- Photos and video
- Media monitoring
- Disaster site tours
- Rumor Control
- Coordination with local governments
- Coordination with state and federal agencies
- News conference organization
- Information about disaster services and assistance
- Website and social network applications
- Responding to public inquiries
- Community and group outreach

4. Planning for Public Information Needs

County Response Activation Levels are outlined in Section III. C (Response) of this plan. Organization and staffing requirements for the county's Public Information section are based on the scope of the incident and can be established using the activation guidelines in Section III.C.

Level 1: Controlled Incident

An existing or potential situation exists but there is no serious threat to life, health or property. No immediate assistance is needed beyond that provided by first responders, but monitoring and continuing evaluation are necessary.

- ✓ Public information would be managed by the Incident Commander. County support is coordinated through the Director of Emergency Services

Level 2: Limited Emergency

A serious and/or potential threat to life, health or property exists, but is confined to a limited area, usually within one municipality, or involves and is likely to remain confined to a small population.

- ✓ Public information would be managed at the Incident Command Post
- ✓ If requested by the Incident Commander, support for public information activities are mobilized at the county EOC
- ✓ The Incident Commander and/or Public Information Officer would maintain contact and regularly brief the Director of Emergency Services

Level 3: Major Emergency

A significant multi-agency response to an emergency with widespread community impacts and sustained or expanding response and recovery demands.

- ✓ A Public Information section is established at the county Emergency Operations Center (EOC)
- ✓ Appropriate staffing and support commensurate with the scope of the emergency are assigned to the EOC Public Information section
- ✓ Local Command Post and local government public information activities are consolidated with public information operations at the county EOC
- ✓ Participation by the County Executive and agency directors is required in public information activities

Level 4: Full County Activation

An emergency with major threats to life, health and property; which usually involves a large population, multiple jurisdictions and a long-term response and recovery.

- ✓ Full and sustained Public Information capabilities are organized at the county EOC
- ✓ Expanded staff that can support multiple public information functions must be mobilized and sufficient personnel to support 24-hour and/or 7-day operations, if authorized, must be considered
- ✓ A Joint Information Center (JIC) is established at the EOC or alternate site to insure integrated public information activities among the county, local governments and multiple agencies participating in the response

5. Joint Information Center (JIC)

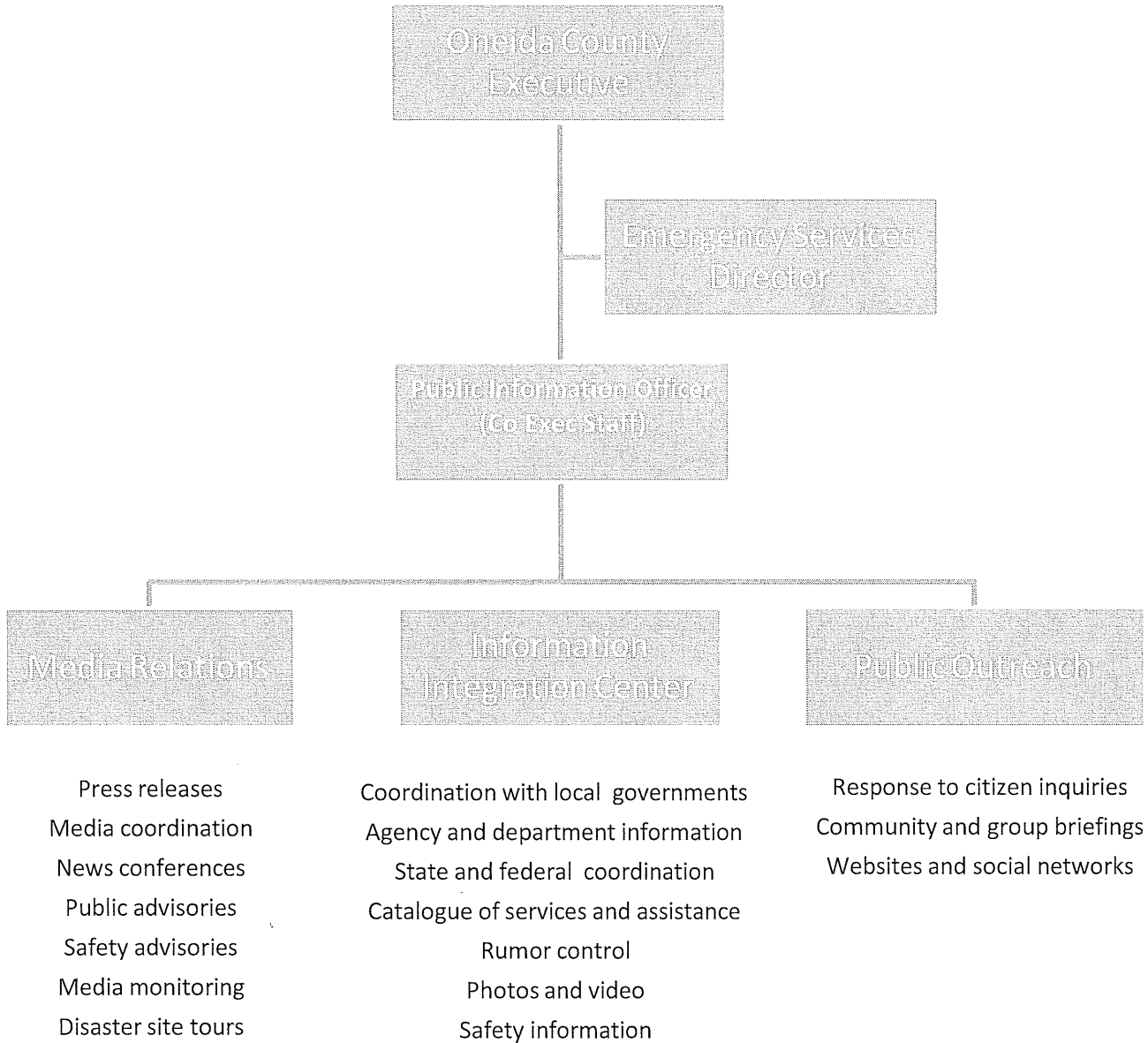
The JIC is the site where multi-agency media relations and public information for an incident are coordinated.

The JIC is typically located at or in proximity to the Command Post or Emergency Operations Center (EOC).

All agencies participating in the emergency response will coordinate their public relations activities with the JIC. Participating agencies at the local, state and federal levels shall assign Public Information Officers (PIOs) or designated public relations personnel to coordinate agency public information at the JIC; or in situations where it is not practical to assign personnel to the JIC, agencies will designate personnel that can maintain contact and coordination with the JIC.

JIC managers must have direct and immediate access to key agency leaders, decision makers, the Incident Commander, Director of Emergency Services and County Executive.

Figure 12: Public Information Organization



F. Human Services**1. Concept of Operations**

Disaster human services in Oneida County are coordinated by a multi-agency committee consisting of county, regional and area human service providers that regularly serve the community. This integrated multi-agency approach to providing disaster human services sets in place a comprehensive structure for responding to the physical, mental, emotional, family and spiritual needs of disaster victims. Unified management of disaster human services in Oneida County is accomplished by coordinating the efforts of multiple county and regional human service agencies under provisions of the Oneida County Comprehensive Emergency Management Plan (CEMP) and by mobilizing representatives of these services at the Oneida County Emergency Operations Center (EOC). Additional support is available from state, federal and voluntary agencies; which supplement local disaster response and recovery activities through the county disaster human services committee.

2. Disaster Human Services Committee

County departments, regional and area human service providers assign representatives to the disaster human services committee. This group is responsible for preparedness and planning related to disaster human services in Oneida County, and representatives are also assigned to the Oneida County Emergency Operations Center (EOC) to assist with coordination and management of human services in a disaster. The participating disaster human services agencies provide the leadership and support for the disaster human service committee and related task groups needed to implement disaster aid.

3. Agency Participation

The following Oneida County departments, as well as regional and area human services agencies, serve as principal members of the county's Disaster Human Services Committee. When appropriate, these organizations designate staff to assist with disaster human needs management at the Oneida County EOC or other disaster operations facilities.

Department of Social Services
Office for the Aging
Department of Mental Health
Department of Health

American Red Cross
Salvation Army

The following human service providers participate in activities of the human services committee and can provide support and resources to the committee's disaster preparedness efforts. In an emergency, they can also be called upon to join the multi-agency disaster human services response by coordinating their disaster service activities with or from the Oneida County EOC.

Veterans Service Agency	Youth Bureau
Community Food bank of Greater Utica	Food Bank of Central New York
Utica Neighborhood Housing Service	Catholic Charities
Rescue Mission of Utica	Volunteers of America
Mohawk Valley Community Services/Head Start	ARC Oneida-Lewis
Family Advocacy Center	Resource Center for Refugees

4. Human Services Leadership

County, area and regional human service agencies participating in a coordinated effort to manage disaster human services shall select a team leader or principal human services coordinator, and shall also select required committee or task group leaders as may be necessary.

This plan calls for human service agencies to meet as many times per year as the committee deems necessary to plan and prepare for the coordinated organization and delivery of disaster human services. When agency representatives meet, an important objective should be to select and maintain key leadership assignments for the committee and task groups.

If no existing coordinator or leader of the disaster human services committee is in-place, the Oneida County Social Services Director will serve as interim or temporary committee leader until participating agency representatives can make a selection. The Social Services Director shall also name interim task group leaders when necessary, until the agencies meet to make appropriate selections from the committee's membership.

The comprehensive participation and resources of all human service providers throughout the region are essential to helping citizens and families recover from a devastating disaster. The local chapters of the American Red Cross and the Salvation Army Corps have disaster service programs that focus on short term shelter, feeding and other immediate human needs. Assistance provided by the Oneida County Department of Social Services in a disaster is generally limited to those who would otherwise qualify or be eligible for existing social service benefits. In a major disaster, the human and social impacts extend far beyond what the Red Cross can provide at community shelters, or what is covered by Department of Social Service benefits.

5. Human Services Assessment

A fundamental role of the Disaster Human Services Committee is to perform a comprehensive assessment of the needs of disaster victims and the community.

- The assessment will identify the capability of County agencies and services to meet disaster human needs
- The disaster assessment will identify critical service shortcomings and unmet needs created by the disaster
- A comprehensive disaster assessment is critical to the development of an effective strategy, objectives and priorities for the disaster response and recovery
- The assessment is an indispensable step in requesting and mobilizing appropriate and rapid assistance from state, federal and other human service providers

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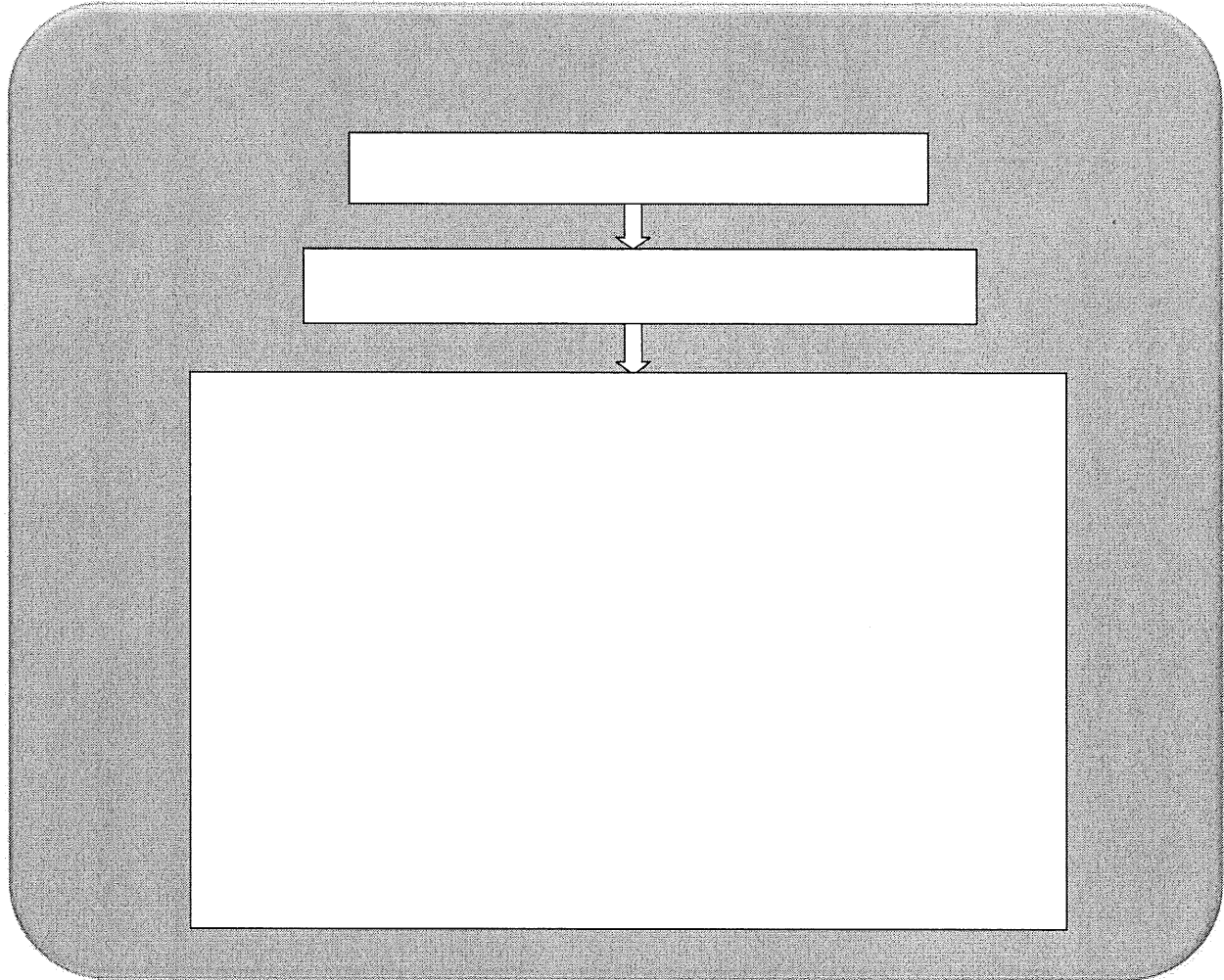
6. **Human Service Task Groups**

In pre-disaster planning and preparedness, the Disaster Human Services Committee will consider developing plans and operational capabilities centered on the functions and services listed in the table below. When a disaster occurs, the committee must evaluate the scope of the disaster and related needs for disaster human services and can organize emergency operations at the Oneida County EOC or other designated facility using the applicable task group(s) noted below.

Table 18: Human Services Task Groups

Task Group	Lead Agency/ Agencies
General Population Shelters	Red Cross
Special Needs Shelters/Housing	Health Department Red Cross
Medical Needs Sheltering	Department of Health
Food at General Population Shelters	Red Cross
Counseling and Mental Health	Department of Mental Health Red Cross
Other Food Needs Emergency food supply Meal/Food pick-up Meal/Food for home confined	
Long-Term Housing	To be determined by the scope of the emergency and the organizational resources mobilized
Support Disaster Assistance Centers	
Unmet Needs	
Management of Donated Goods	

Figure 13: Human Services EOC Organization



Oneida County Executive Order No. 3 of 2017, designates that the Oneida County Commissioner of Social Services shall act as Human Services Group Supervisor under ICS.

The Executive Order further establishes that the Director of Mental Health shall support the Human Services Group and the Director of the Office for the Aging shall coordinate with the Commissioner of Social Services and render advice and assistance to the Director of Emergency Services.

7. Potential Disaster Human Service Requirements

Most disasters do not require that a full range of human services always be mobilized, but each disaster will present a unique set of demands, and even the workload associated with routine programs that agencies provide on a daily basis can increase substantially. Human service providers must be prepared to address the following kinds of issues and services, which are common when communities across New York State have a disaster. Not all these services can be addressed by the agencies and resources available in Oneida County, and in major disasters assistance is available from the state and federal government and voluntary or other social support groups. Monitoring and assessment undertaken by the Oneida County Disaster Services Committee will identify the specific unmet needs of disaster victims and citizens, and is used to determine which of these programs and services are needed and the kinds of outside help that will be required.

- Publication of media and website summaries that identify available services and contacts
- Information call-in center
- Shelter and emergency housing
- Food and meals
- Transportation to vital services for victims with mobility restrictions
- Delivery of vital services and supplies to mobility restricted victims and families
- Special dietary needs
- Medical services access and transportation
- Debris removal from homes and property
- Management of donated goods
- Stress and crisis management
- Disaster mental health response teams
- Financial and legal services
- Pastoral services
- Child care
- Funeral services
- Substance Abuse Information and Referral
- Contacting and notifying family members
- Identification of lodging for victim's families
- Translation services
- Cultural diversity issues

8. Disaster Human Services Assistance

State and Federal Assistance

Human services assistance from the state and federal governments is available to Oneida County by coordinating efforts with the *NYS Disaster Human Needs Committee*, through the regional office of the NYS Office of Emergency Management (OEM).

Participants and supporting organizations of the state Disaster Human Needs Committee include the following:

State Coordinating Agencies

Office of Emergency Management (OEM)
Office of Children and Family Services (OCFS)
Office of Temporary and Disability Assistance (OTDA)

Participating Agencies

Department of Health (DOH)
Office of Mental Health (OMH)
Department of Labor (DOL)
Education Department (SED)
Division of Housing and Community Renewal (DHCR)
Insurance Department (NYSID)
Banking Department (NYSBD)
Department of Environmental Conservation (DEC)
Office for the Aging (NYSOFA)
Department of Agriculture and Markets (NYSDAM)
Division of State Police (DSP)
Commission for Quality Care and Advocacy for Persons with Disabilities (CQCAPD)
Office for Technology (OFT)
Division of Veterans Affairs (DVA)
American Red Cross (ARC)
Salvation Army
New York State Voluntary Organizations Active in Disasters (NYSVOAD)
Federal Emergency Management Agency (FEMA)
Small Business Administration (SBA)
US Social Security Administration (SSA)

Support Agencies

Office of General Services (OGS)
 Department of Correctional Services (DOCS)
 Office of Parks, Recreation and Historic Preservation (OPRHP)
 Division of Military and Naval Affairs (DMNA)
 Office of Mental Retardation and Developmental Disabilities (OMRDD)
 Department of Taxation & Finance
 Empire State Development (ESD)
 Department of Motor Vehicles (DMV)
 Cyber Security and Critical Infrastructure Coordination (CSCIC)
 Crime Victims Board (CVB)

National and Volunteer Assistance

Below is a partial list of regional and national disaster services that have aided communities in New York State and could be available to assist Oneida County:

Volunteer Organizations Active in Disaster (VOAD)	
Adventist Community Service	Southern Baptist Disaster Relief
United Methodist Committee on Relief	Salvation Army
Catholic Charities	Lions Clubs International
Christian Disaster Response	Mennonite Disaster Service
Lutheran Disaster Response	Presbyterian Disaster Response
St. Vincent DePaul	Volunteers of America

9. Disaster Food and Meal Requirements

Disruption of food supplies and access to food and meal services is a common problem in disasters. The Red Cross performs a primary role in feeding disaster victims, but their food service is generally centered on and limited to that provided at community shelters the Red Cross opens. In many disasters, local organizations and the Disaster Services Committee must consider other related meal programs and options for feeding disaster victims and emergency workers. Many local organizations are able to assist with providing food and/or meals, but they might need help from other groups with various aspects of the effort; such as obtaining supplies, personnel, transportation and facilities; or in identifying disaster victims, their specific needs and locations. Disaster food and meal services can sometimes be in the form of prepared on-site or home delivered meals, meals or prepared food available for pick-up and bulk food supplies. Distribution is usually organized in one or more of the following ways:

Community Shelters – opened and operated by the Red Cross (often at community school facilities)

Community Facilities – at fire halls or community centers staffed by volunteers

Pick-Up Food Supplies and/or Meals – residents and disaster victims may be able to remain in their homes and have transportation available, but they need help obtaining food supplies because power and the use of appliances and refrigeration are disrupted

Meal Delivery – residents and disaster victims may be able to remain in their homes, but may not have the ability to prepare food and lack access to transportation to obtain meals or supplies

Community organizations that can often assist with disaster feeding and meals include the following:

Red Cross	Salvation Army
Office for the Aging	Churches and religious organizations
Civic organizations	Fire and emergency service auxiliaries
Food banks	Restaurants, markets and food service
Caterers and contract feeding	Food and beverage suppliers/distributors
Correctional facilities	Colleges and universities
Senior services	

10. Human Services References and Resources

Plans and Guidance of the New York State Disaster Human Needs Committee

- Human Services Annex and Standard Operating Guide
- General Population Temporary Sheltering Appendix
- Medical and Functional Needs Sheltering Appendix
- Emergency Food Appendix
- Disaster Assistance Center Appendix
- Mental Health Appendix
- Unmet Needs Appendix
- Draft Multi-Agency Feeding Plan Template

New York State VOAD Directory<http://www.uwnys.org/>

Provides information on contacts and resources of New York Voluntary Organizations Active in Disaster (VOAD)

New York State's Senior Citizen Resource Guide<http://www.aging.state.ny.us/>

This Resource Guide is designed to give older persons the practical information they need to access services and programs in their communities.

New York Connects<http://www.nyconnects.org/>

NY Connects is a State-funded program to establish county level, consumer-centered access points to information and assistance for individuals in need of long term care.

New York 2-1-1 Program<http://www.211ny.org/>

2-1-1 New York is a statewide organization that includes nine regional 211 organizations. 211 New York is affiliated with the national 211 initiative, United Way of New York State and the New York State Alliance of Information and Referral Systems, Inc. Like 911 for emergencies, 211 refers callers to providers of personal and professional assistance for human services. Help is available 24 hours a day, 365 days a year in multiple languages. 2-1-1 connects people with groups that specialize in emergency food, shelter, clothing and crisis counseling. 2-1-1 can also help with referrals for substance abuse, employment, financial and legal issues, physical and mental health needs, and more.

Disaster Supplemental Nutrition Assistance Program (SNAP: the federal food stamp program)

New York State Office of Mental Healthwww.omh.state.ny.us

Information for Service Providers; Disaster Mental Health Planning and Response Resources

CDC Public Health Emergency Response Guide for State, Local, and Tribal Public Health Directors, 2004

Department of Health and Human Services, Centers for Disease Control and Prevention

<http://www.bt.cdc.gov/planning/pdf/cdcresponseguide.pdf>

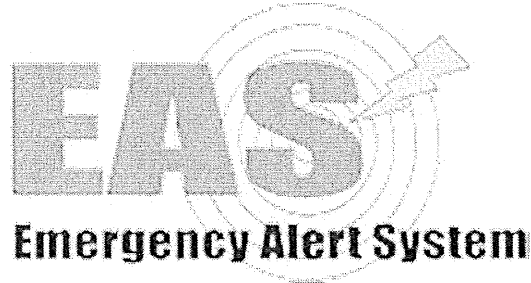
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services

<http://www.mentalhealth.samhsa.gov/dtac/>

G. Public Warning and Notification

1. Emergency Alert System (EAS)

The Emergency Alert System (EAS) is a national public warning system that requires TV and radio broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, direct broadcast satellite (DBS) service providers and wireline video service providers to allow state and local



authorities to use their communications systems to deliver important emergency warnings, alerts, notices and emergency weather information to targeted citizens in their community.

EAS is a cooperative emergency warning and information capability administered under rules and regulations of the Federal Communications Commission (FCC). Authority to participate and use the Emergency Alert System (EAS) is established in Title 47 U.S.C. 161, 154 (1) & (o), 303 (r), 524 (g) & 606; and 47 C.F.R. Part II, FCC Rules & Regulations, Emergency Alert System. In New York, EAS is administered under provisions of the New York State EAS Plan, where state and local government officials and the National Weather Service (NWS) coordinate EAS planning and use with local broadcast stations and the New York State Broadcasters Association.

Authorized EAS Activation Officials

- President
- Governor
- New York State Office of Emergency Management(OEM)
- County Executive and/or the Emergency Manager

Note: A request by local or municipal officials to activate EAS must be coordinated through the Oneida County Emergency Services Office and/or the Oneida County Executive

- National Weather Service
- Media (radio, TV, cable) with authorization by one of the above.

Preparedness and Authentication

EAS calls for regional broadcasters and each county to work cooperatively to prepare a plan and establish procedures for authentication and transmitting emergency warnings and information. The EAS plan will establish the circumstances when EAS can be tested and activated, how local government and local broadcasters will coordinate activation and use of EAS, and can include the use or modification of EAS announcements that are prepared in advance, as well as preparation of special warnings or announcements needed to address the specific requirements of an emergency.

Hazards Requiring EAS Plan Activation

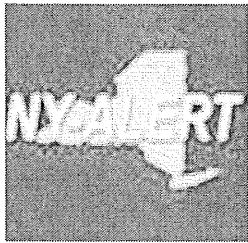
- Hazardous materials incidents which require notification of residential areas, private industries, or municipalities (including schools) for evacuation or shelter-in-place.
- Natural disaster (EAS may also be activated by the National Weather Service)
- Any other major emergency where public would need to be notified

2. News and Press Releases

Public information releases and news announcements are also distributed directly to area newspaper, television and media outlets. This means of distributing emergency information can be effective when the announcement involves greater complexity and is less urgent, but it differs from using the EAS system because a decision and timing about printing or broadcasting the information and control of the content are determined by the media. Prepared public information announcements or formats that are easily and quickly edited are commonly available or can be written in advance for many topics and concerns associated with disasters and emergencies.



3. NY-Alert



NY-Alert is a web-based all-hazards alert and notification portal available to all citizens of New York. NY-Alert provides all those in New York with immediate information about risks and threats that they may face and how they can respond to protect their safety.

Citizens and others with interests in New York can register on the NY-Alert website and receive timely emergency-related information and recommended actions that will help protect themselves, the safety of their families and their property. Emergency information is sent free and in real-time directly and immediately to the preferred private communications systems (e.g. email, cell phone, text) that subscribers select.

Information distributed using NY-Alert includes severe weather warnings, significant highway closures, hazardous materials spills, notification of severe situations and emergency conditions, and even notice of potential or anticipated threats. Additionally, NY-Alert provides information regarding response actions taken by local and state authorities and protective actions that citizens should take to protect their family and home. Subscribers can select and screen the types of notifications they receive and they can designate or target their notices to specific areas, a neighborhood, worksite or community.

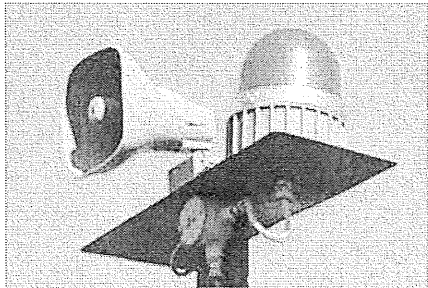
Government and agency officials can use NY-Alert to send dedicated and secure notifications and messages to critical public safety workers and emergency response teams. NY-Alert is used to notify and inform response team personnel, task force members and a wide range of key staff and emergency specialists.

4. Route Alerting

Law enforcement, fire services and other emergency response organizations can be used to notify citizens by driving through neighborhoods or even going house-to-house to advise residents of danger. This type of notification can be effective for defined populations and geographic areas and overall success improves when implantation is associated with an alert and notification plan.



5. Site and Hazard Specific Warning and Alerting



Alarms, sirens, lights, gauges and sensors continue to be important and widely applied technologies for warning and alerting at many facilities and hazard environments. Sites that use hazardous materials often install multiple systems that immediately warn onsite personnel and can further extend warning to neighbors and nearby facilities. River gauges on streams and motion sensors at dam sites are linked to warning devices like sirens or lights, and in all these examples the devices can be connected or automatically integrated with monitoring or dispatch centers where the information can be transmitted over related systems like EAS, NY Alert, Reverse 9-1-1 and the news media.

H. Situation Reporting

Situation reporting is critical to the emergency management process, particularly as it supports the timely and effective delivery of vital disaster resources and services. Situation reporting contributes to successful application of the following emergency management objectives.

- Summarizes the findings and determinations of a comprehensive assessment that determines the priority actions and resources needed to address emergency response and recovery
- Is used by incident commanders, policy makers and executives to set response priorities
- Provides needed documentation and identifies the scope of the emergency that determine the type and extent of state, federal, mutual aid and private sector assistance to be provided
- Is used by public information staff to prepare safety information and notices for the media and citizens
- Provides incident information to agency and program managers to assist with emergency response planning related to personnel, equipment, materials and resources
- Is essential for requesting and obtaining federal disaster declarations and funding
- Contributes to incident recordkeeping and documentation that later supports after-action reporting, incident evaluation, improvements to the emergency management system, cost and funding programs, hazard mitigation opportunities and legal issues

Reporting for each incident period is a required NIMS activity when ICS is used

Situation reports are prepared by the Planning Section for each incident period, with contributions and input from other sections, groups and officials. Incident periods typically cover each 12-hour period in a continuing emergency operation, but the incident period can be set at fewer hours or a longer time by the Incident Commander. In many situations, the EOC will support the Incident Commander with collection of information, organization of data and preparation of situation reports. Frequent and regularly updated situation reports are typically provided to the following.

County Executive	Incident Commander
Public Information Officer	Department of Emergency Services
County Departments	Participating response agencies
NYS OEM Regional and Headquarters offices	

The Situation Report should contain the following information and other applicable information that will contribute to response organization and management. A sample Situation Report is included as Appendix V to this plan.

- Date, time and expected duration of the disaster
- Type of disaster and related hazards
- General location of the disaster
- Specific areas affected by the disaster
- Communities or jurisdictions impacted
- Number of people affected and/or at risk
- Number of injured (estimate)
- Number of dead (estimate)
- Damage or loss of municipal response equipment and capabilities
- Roads and bridges closed or restricted
- Status of hospitals, nursing homes, schools and critical facilities
- Impact on public utilities and services (electric, water, sewer, communications, transportation)
- Impacts on special populations (elderly, disabled, special housing)
- Displaced populations and rescue activity
- Evacuations and sheltering

- EOC Status
- ICS status and organization
- Special teams or resources mobilized
- Response actions taken
- Immediate response priorities
- Mutual aid and other assistance activated
- Resource needs and assistance requirements
- Local Declarations of Emergency and Emergency Orders
- Press releases and public notifications issued
- Activations of EAS, NY Alert, Reverse 9-1-1

Section IV Recovery

A. Disaster Assessment

A comprehensive disaster assessment is essential to effective response and recovery in a disaster. Municipal governments and Oneida County must participate in an organized process to evaluate the extent of a disaster in their communities, the scope of the response that is required and to plan the recovery. Disaster assessment is important because of its direct relationship to establishing priorities and organizing resources that will target critical needs in an emergency. The accurate information and analysis produced by an effective disaster assessment are the basis of good decision-making, resource identification and allocation that will result in a more effective and timely emergency response. The disaster assessment contributes to the following important objectives for emergency response and recovery.

- Provides accurate and timely data and information about the hazard, its impacts and potential risks
- Identifies the most critical areas and/or groups affected by the disaster
- Determines the essential services and resources needed to address critical areas and populations
- Facilitates effective decision-making and the prioritization and mobilization of services and resources
- Enables the public to be quickly and accurately informed
- Provides information needed to access state and federal assistance and other support resources

B. Disaster Assessment Process

The complexity and timing of the disaster assessment process can differ and is determined by the scope of the disaster and the demands for immediate action or assistance. The disaster assessment process is typically implemented in four steps or phases. Disaster assessment forms and references are included in Appendix V to this plan, but local officials should check with regional OEM staff, since the forms and the process used to perform disaster assessments can change with each event.

Step 1: Flash/Situation Report

A *Flash Report* is prepared immediately or in the first 1 to 4 hours of an incident to provide an immediate summary of the hazard, threats, conditions and response requirements. An update or *Situation Report* is prepared for each operational period, or more frequently if conditions and information change. This is also called an Incident Report, Quick Assessment, or Size-Up.

Use the Flash/Situation Report to:

- Summarize initial conditions and actions throughout a disaster or emergency
- Quickly and frequently provide a brief report describing the nature and extent of the disaster or emergency
- Provide rapid and regular information to local and state officials to support early planning and notifications, including activation or preparedness of personnel and resources

The Flash/Situation Report will be used by response officials to determine disaster organization and mobilization requirements and to brief local and state officials and key staff.

Step 2: Assessment of Immediate Needs and Resources

An Assessment of Immediate Needs and Resources is prepared within 6 and 48 hours and update each operational period. This is also called a Needs Assessment, Operational Assessment, Critical Needs Assessment.

Use the Assessment of Immediate Needs and Resources to:

- Define specific assistance needed to support local emergency operations. Examples include search and rescue teams, emergency medical or security personnel, debris removal help, emergency power and equipment, food, transportation, incident management personnel, specialty teams and technical specialists;

- Request disaster assistance and resources from the state or other providers, the request must usually be accompanied by a definition of the specific purpose or response objectives the resources are intended to support. The assessment provides the kind of well-defined evaluation needed to describe how resources that are being requested will be matched to response demands.

The Assessment of Immediate Needs and Resources is used to determine operational or direct assistance needed to assist local governments; including personnel, equipment and materials.

Step 3: Assessing Requirements for Federal Aid

This assessment should be developed within days 3 to 5 in order to:

- Develop quick and early summary estimates of disaster impacts and costs
- Provide a general total dollar cost estimate of the disaster for the county and each municipality
- Provide a dollar summary of local disaster costs related to roads, bridges, debris removal, emergency response, damage to buildings and structures and impacts on public facilities and services
- This is intended to be a quick and broad estimate for planning purposes; detailed cost determinations are made later in the process
- Prepare a summary of damages to homes and businesses for each municipality that includes the number of homes and businesses damaged and estimates how many have major or minor damage

This assessment is used by OEM and the Governor to determine if federal aid can or should be requested.

Step 4: Preliminary Damage Assessment (PDA)

Determined and scheduled in consultation with OEM.

- FEMA and state assessment teams visit each community with significant damages and meet with local officials to view damaged sites and prepare disaster cost estimates
- Local officials must provide a list of damaged sites and locations and coordinate local surveys
- This step is often performed by two separate assessment teams; one looks at municipal damages and public infrastructure costs, while another team assesses homes and businesses

- This assessment is used by FEMA and the U.S. Small Business Administration (SBA) to determine eligibility and authorize federal disaster declarations and funding

C. Assessment Organization

The Oneida County disaster assessment organization is established in the Planning Section (Situation Unit) of the County EOC. Depending on the type of disaster and related impacts, the assessment capability is divided in two groups; one prepares information related to municipal and public infrastructure impacts and costs, the other looks at costs and impacts to citizens, homes and businesses. The lists below and Figure 14 that follows identify the agencies and services from both county and local governments that would provide information and input to the assessment process and can also provide staff to assist with preparation of the assessments.

Government / Municipal Assessment

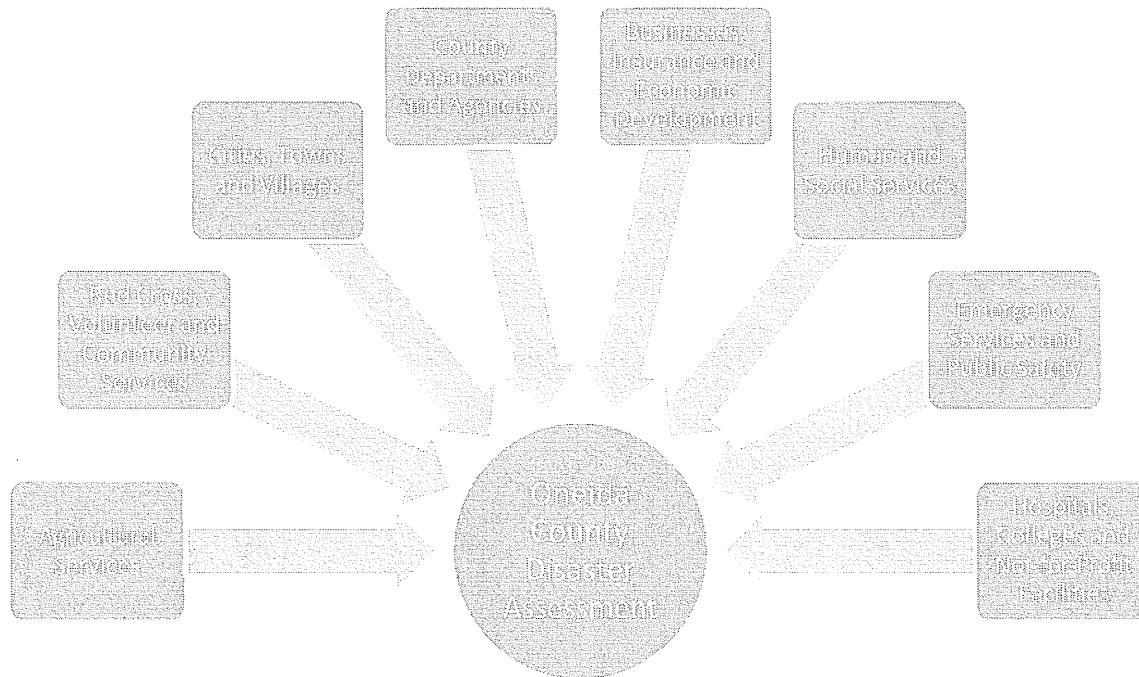
Public Works
 Roads, Highways and Bridges
 Debris Clearance and Disposal
 Water, Sewer, Public Utilities
 Emergency Services / Public Safety
 Public Health
 Hospitals and Medical Facilities
 Streams, Waterways, Environmental
 Transportation Systems
 Budget and Finance

Human Needs, Homes and Businesses

Local Government Officials
 Buildings / Code Officers / Assessors
 Emergency Services Officers
 Human Services Committee Agencies
 Social Service Agencies
 Health and Mental Health Providers
 Red Cross / Volunteer Services
 Aging and Senior Services
 Insurance Providers
 Business Association

Agricultural and farm assessments are conducted by county USDA representatives; including the Farm Service Agency, Natural Resource Conservation Service (NRCS), Rural Development, Soil and Water Conservation Service (SWCS) and Cooperative Extension. Their report is provided to the NYS Department of Agriculture to support requests by the Governor's to USDA and FEMA.

Figure 14: Disaster Assessment Participation



D. Assessment Resources

Regional Transportation Infrastructure Group (TIG)

The regional Transportation Infrastructure Group (TIG) is a multi-agency state and local organization tasked with coordination of inter-governmental resources responding to emergencies affecting area transportation systems. The TIG is organized by the regional office of the New York State Department of Transportation (DOT) and integrates the efforts of multiple state agencies, local highway and public works departments and emergency services in responding to emergencies affecting area streets, highways and transportation infrastructure. When the Governor has authorized state assistance to local governments and the TIG is activated, the TIG works with county highway and public works departments and emergency services to coordinate state activities and assistance. The TIG provides a coordinated structure for integrating the resources of all state agencies to assist local governments with assessment, prioritization and mobilization of resources when responding to emergencies impacting regional transportation. Regional representatives of the following state agencies participate in the TIG.

- | | |
|------------------------------|--|
| Department of Transportation | Department of Homeland Security and Emergency Services |
| Department of Corrections | Division of Military and Naval Affairs (NY Guard) |
| Parks and Recreation | Department of Environmental Conservation |
| Thruway Authority | Division of Canals |
| State Police | |

Representatives of Oneida County Emergency Services and Oneida County Public Works are members of the TIG and coordinate local requirements and activities with the TIG. Activation of the TIG is requested through regional representatives of OEM and DOT.

NYS Department of State Disaster Recovery Unit (Code Enforcement)

The Disaster Recovery Unit is a partnership of the NYS Department of State, Codes Division, NYS Office of Emergency Management (OEM) and the New York State Building Officials Conference that organizes eligible local code enforcement officials from across the state to assist local communities affected by a disaster.

The purpose of the unit is to provide skilled code enforcement officials who can assist a community impacted by a disaster with the work required to expedite the inspection and rehabilitation of buildings. The inspection and assessment work performed by code enforcement officials can be a valuable contribution to county's disaster assessment effort. The Disaster Recovery Unit is activated by contacting regional OEM or OFPC staff.

Office of Fire Prevention and Control (OFPC), Damage Assessment Response Team (DART)

The OFPC Damage Assessment Response Team (DART) provides assistance to local emergency managers and code enforcement officials in conducting rapid visual screening of buildings for the purpose of damage assessment and immediate post-disaster safety evaluations. The assessments are used to determine if damaged or potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. The assessments also support preparation of requests for presidential disaster declarations and disaster funding.

American Red Cross

The Red Cross is well known for their disaster work and services for disaster victims. The Red Cross often performs neighborhood assessments in communities affected by a disaster that summarize disaster impacts and identify properties damaged in a disaster. The purpose of this assessment is to evaluate the need for specific Red Cross services, but the information can be valuable to Oneida County's assessment efforts. The Red Cross does not perform the overall disaster assessment for the county, which remains the responsibility of County and local governments, and the Red Cross cannot share individual and family information that is protected for privacy, but the Red Cross can provide summary information; such as the number of homes damaged, the types of damages, areas and neighborhoods affected and the kinds of needs and services that citizens require.

E. Planning for Recovery and Reconstruction

1. Managing Federal Disaster Assistance

Federal disaster assistance is authorized by the President of the United States, based on a request from the Governor. The request and approval process for federal disaster assistance is initiated by compiling and submitting the disaster assessment information outlined above in Section A, Disaster Assessment. Two types of major disaster assistance can be authorized by the President after the assessments are completed and a request is received from the Governor.

Public Assistance – Cost share grants to governments and certain not-for-profit organizations to reimburse for eligible disaster expenses related to the restoration and repair of public infrastructure and emergency services. Each local government and eligible applicant participates in the disaster assessments and meets directly with OEM/FEMA representatives to prepare their assistance application.

Individual Assistance – Grants and/or loans to homeowners and businesses for eligible disaster repairs and recovery. When assistance has been authorized and after public announcement is made, homeowners and businesses initiate their application by calling a 1-800 number. FEMA and/or the U.S. Small Business Administration (SBA) manage applications from their national call centers and process the applications directly with residents and businesses. Local governments only assist with the assessments, distribution of public information about available assistance and the identification of areas and citizens that can be served.

County Coordination

The Oneida County Department of Emergency Services will provide overall coordination of the federal disaster assistance process for Oneida County and local applicants in cooperation with the NYS Office of Emergency Management (OEM) and FEMA.

The Oneida County Department of Emergency Services will assist OEM and FEMA with the following organizational requirements when disaster assistance is requested and approved.

- Coordination of disaster assessments in the county
- Identification and notification of potential applicants
- Organization and notifications of briefings and meetings for disaster assistance
- Identification of sites and facilities needed to provide disaster services and assistance
- Coordination of press releases and public information with OEM and FEMA related to disaster services and assistance

County and Municipal Responsibilities

- a. Oneida County and each local jurisdiction and other applicants will designate an *Authorized Agent* to manage the jurisdiction's federal disaster assistance application;
- b. Disaster assistance applicants will participate in the *Applicant Briefing* and *Kick-Off Meetings* conducted by the State and FEMA;
- c. Applicants must review the *Public Assistance Handbook of Policies and Guidelines* provided by OEM;
- d. Applicants need to provide the federal/state survey teams with local maps showing disaster damage locations, and provide the team with documentation, photographs and video tapes if applicable;
- e. The county and each local applicant must submit a *Request for Public Assistance* to apply for eligible disaster assistance;
- f. Each local applicant must assign local representative(s) who will accompany the federal/state survey teams;
- g. Project follow up is required with Governor's Authorized Representative (OEM) and FEMA;
- h. Submit Proof of Insurance, if required;
- i. Prepare and submit a project listing for small project grants;
- j. Follow eligibility requirements regarding categorical or flexibly funded grants;
- k. Maintain accurate and adequate documentation for costs on each project;
- l. Observe FEMA time limits for project completion;
- m. Request final inspection of completed work or provide appropriate certificates;
- n. Prepare and submit final claim for reimbursement;
- o. Assist in the required state audit;
- p. Consult with Governor's Authorized Representative (GAR) for assistance (OEM);
- q. Maintain project records and a summary of recovery actions taken;

2. Short and Long-Term Recovery and Reconstruction

Phase 1 - Short Term. During this phase, reconstruction returns essential services and vital life support systems to minimum operating standards. This will include security and safety, fire protection and emergency services, health and medical care, public utilities, water supply and sanitation, transportation systems, housing and food supply.

Phase 2 - Long Term During this phase, reconstruction and redevelopment restores public services and systems to established community standards, and goes further to include actions and improvements to reduce future risks and prevent conditions that contributed to the disaster. Long-term restoration may take many years and is guided by officially adopted local plans and policies. Long term reconstruction and recovery includes activities such as:

- Preparing and implementing a redevelopment plan;
- Establishing a comprehensive community-wide strategy and objectives for redevelopment;
- Analyze existing local plans and policies to determine how they can be enhanced, modified and/or improved to assist with redevelopment and prevent future hazards;
- Solicit public and community input in the redevelopment process through public meetings, hearings and related public information and citizen participation measures;
- Implement a plan for temporary housing and facilities, where necessary;
- Monitor and evaluate reconstruction progress;
- Modify existing development plans, zoning ordinances and local regulations to promote consistency with redevelopment goals and assure that future development is guided by practices that prevent or mitigate hazards;
- Enactment of local laws and development regulations that encourage best practices and will minimize future hazards;
- Implement community incentives to promote improved development practices and encourage techniques that will reduce future hazards; including improved building, site selection and design opportunities;
- Updates and improvements to the County Hazard Mitigation Plan;

3. Comprehensive Recovery and Reconstruction Planning

Disaster recovery planning must be integrated with the following community development plans and goals for Oneida County and each local government. In some cases, circumstances and conditions related to a disaster may call for modifications of these plans and programs.

- Community development plans
- Economic development programs and goals
- Comprehensive master plans for Oneida County and local governments
- Oneida County Hazard Mitigation Plan
- Local zoning, building, code and subdivision ordinances
- Floodplain management programs
- Environmental, conservation and watershed management programs
- Regional Transportation plans

Disaster Recovery Task Force

Oneida County will consider establishing a Disaster Recovery Task Force, or the Oneida County Executive can assign an existing group or committee to monitor and review disaster recovery activities to insure that disaster recovery is integrated with existing plans and goals established for the community. The purpose of the Recovery Task Force is to provide direction and leadership in the following areas.

- Monitor, make recommendations and/or direct, if authorized, a recovery program for the county
- Prepare a local recovery strategy, objectives and/or a redevelopment plan, as appropriate
- Review plans for emergency repairs and restoration to determine if the design and restoration is consistent with community goals, plans and standards
- Identify opportunities and recommend action to include disaster prevention and hazard mitigation measures into disaster recovery planning and projects
- Evaluate economic recovery and community development projects, issues and concerns related to the disaster
- Recommend improvements and amendments for local zoning, building and development related to the disaster
- Consider needs for legislation and opportunities for public and supplemental funding

4. Local Recovery and Redevelopment Plans

When the Governor declares a state disaster emergency, New York State Executive Law Section 28-a establishes the following requirements for local governments.

- a. Any county, city, town or village included in a disaster area shall prepare a local recovery and redevelopment plan, unless the legislative body of the municipality shall determine such a plan to be unnecessary or impractical.
- b. Within 15 days after declaration of a state disaster, any county, city, town or village included in such disaster area, shall report to the State Disaster Preparedness Commission (DPC) through OEM, whether the preparation of a recovery and redevelopment plan has been started and, if not, the reasons for not preparing the plan.
- c. Proposed plans shall be presented at a public hearing upon five (5) days, with notice published in a newspaper of general circulation in the area affected and transmitted to the radio and television media for publications and broadcast.
- d. The local recovery and redevelopment plan shall be prepared within 45 days after the declaration of a state disaster and shall be transmitted to the DPC. The DPC shall provide its comments on the plan within 10 days after receiving the plan.
- e. A plan shall be adopted by such county, city, town or village within 10 days after receiving the comments of the DPC.
- f. The adopted plan may be amended at any time in the same manner as originally prepared, revised and adopted; and shall be the official policy for recovery and redevelopment within the municipality.

List of Appendices and References

Plan Appendices Included With This Document

- Appendix I New York State Executive Law, Article 2-B
- Appendix II Emergency Declarations, Questions, Answers and Forms
- Appendix III Oneida County Executive Order No. 3 of 2017
- Appendix IV Oneida County Hazard Analysis (HAZNY)
- Appendix V Assessment and Situation Reporting Guide and Forms

Plan Appendices Available at the Oneida County Department of Emergency Services

- Oneida County Facility Evacuation Plan, 2011
- Oneida County Hazard Mitigation Plan, 2015
- Oneida County Public Health Emergency Ops Plan, 2014
- Oneida County Health Emergency Preparedness Plan, 2003
- Oneida County Mass Casualty Incident Plan (MCI), 2014
- Oneida County Hazardous Materials Plan, 2014
- Oneida County Fire Mobilization & Mutual Aid Plan, 2017
- Oneida County Terrorism Incident Annex, 2003
- Oneida County Mental Health Plan (under development)
- Oneida County Community Right to Know Plan (LEPC)
- Oneida County Shelter List - Mohawk Valley Red Cross
- Oneida County RACES Communication Plan
- Emergency Alert System Annex
- Regional Highway Task Force Plan, 1999 (NYS Transportation Infrastructure Plan)
- Oneida County Animal Response Team (CART) Plan

Plan References Available Online to View and Download

New York State Executive Law, Article 2-B

<http://www.dhSES.ny.gov/laws-policies/documents/Exec-Law-Art-2-B-2010.pdf>

NYS Department of Homeland Security and Emergency Services (DHSES)

Emergency Declarations, Questions, Answers and Forms

<http://www.dhSES.ny.gov/laws-policies/documents/2010-2-B-Primer-QA.pdf>

NYS Department of Homeland Security and Emergency Services (DHSES)

Emergency Planning Guide for Local Officials

<http://www.dhSES.ny.gov/oem/planning/documents/Planning-Guide.pdf>

NYS Department of Homeland Security and Emergency Services (DHSES)

Oneida County Hazard Mitigation Plan,

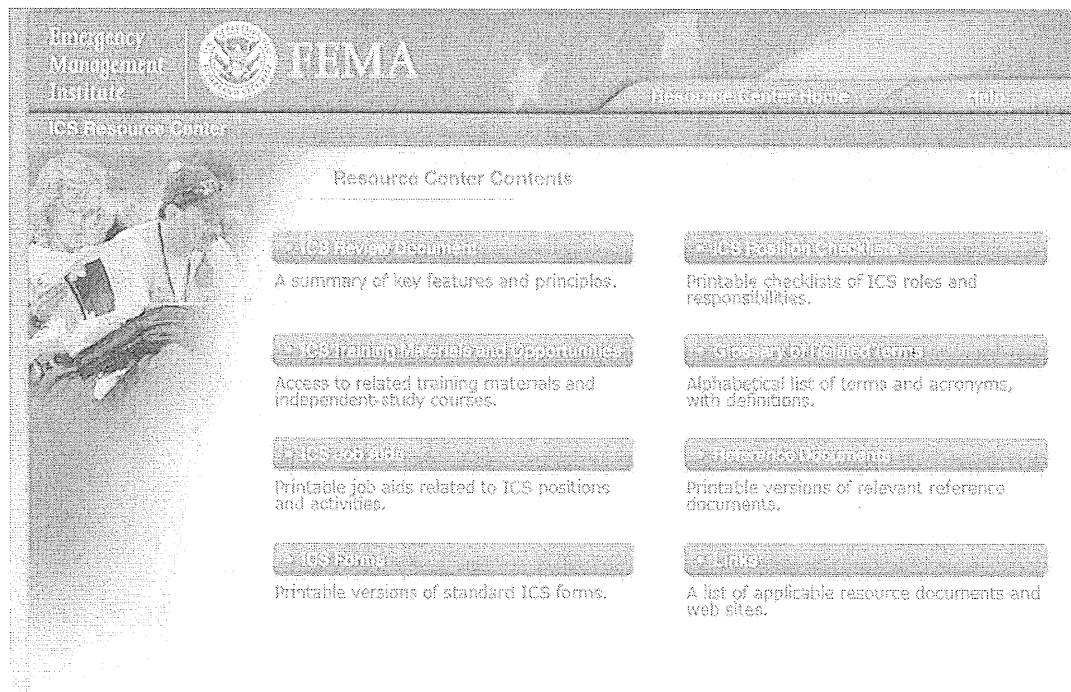
<http://oneidaswcd.org/> (Programs/Hazard Mitigation Plan)

Oneida County Soil and Water Conservation District (SWCD)

NIMS and ICS Resource Center

<http://training.fema.gov/EMIWeb/IS/ICSResource/index.htm>

FEMA (fema.gov)



NY Alert

<http://www.nyalert.gov/>

New York State (nyalertn.gov)

The screenshot shows the NY Alert website interface. At the top, there is a navigation bar with "New York State" and "State Agencies" links, and a search bar on the right. Below this is a banner area with the NY Alert logo and several small images. A status bar indicates "(Already Signed Up?)", "NY ALERT", and "Sunday, November 13, 2011 8:11:05 PM".

The main content area is divided into three columns:

- Left Sidebar:** Contains utility links such as "NY Alert Home", "Radiological Emergency Program", "EAS/Alert Messages", "Press Releases & Publications", "RSS, CAP & Twitter Feeds", "Sign Up for NY Alerts", "Public Safety Information", "Notification Map", "Weather", "Affiliations", and "Help & Support".
- Press Releases & Publications:** Features a sub-header "Press Releases & Publications (To view the full text of a press release, click on its headline)". It lists three items:
 - 11/01/11 10:30 AM:** "After the Storm: Power Outages May Lead to Frozen Borders..."
 - 10/16/11 12:00 PM:** "The New York State Division of Homeland Security and Emergency Services (DHSES) today announced the availability of \$1 million in funding to develop regional Hazardous Materials (HazMat) teams across New York State..."
 - 10/13/11 8:56 AM:** "The National Preparedness Goal is the first deliverable required under Presidential Policy Directive (PPD)-8, National Preparedness. The National Preparedness Goal sets the vision for preparedness objectives and identifies the core capabilities and..."
- Recent EAS Messages / Alerts:** Features a sub-header "Recent EAS Messages / Alerts (To view all details of an alert, click on its headline)". It lists three advisories:
 - Small Craft Advisory issued November 13 at 6:42PM EST expiring November 14 at 6:15AM EST by NWS New York City - Upton**
 - 11/13/11 6:42 PM:** "Moose Point New York To Sandy Hook New Jersey Oct 20 Hm Obsolete Involving Long Island Sound, Long Island Keys And New York Harbor..."
 - Small Craft Advisory issued November 13 at 6:42PM EST expiring November 14 at 6:15AM EST by NWS New York City - Upton**

Appendix I**NYS Executive Law Article 2-B**

NYS Executive Law Article 2-B current as of 4/20/2012

§ 20. Natural and man-made disasters; policy; definitions

1. It shall be the policy of the state that:

- a. local government and emergency service organizations continue their essential role as the first line of defense in times of disaster, and that the state provide appropriate supportive services to the extent necessary;
- b. local chief executives take an active and personal role in the development and implementation of disaster preparedness programs and be vested with authority and responsibility in order to insure the success of such programs;
- c. state and local natural disaster and emergency response functions be coordinated using recognized practices in incident management in order to bring the fullest protection and benefit to the people;
- d. state resources be organized and prepared for immediate effective response to disasters which are beyond the capability of local governments and emergency service organizations; and
- e. state and local plans, organizational arrangements, and response capability required to execute the provisions of this article shall at all times be the most effective that current circumstances and existing resources allow.

2. As used in this article the following terms shall have the following meanings:

- a. "disaster" means occurrence or imminent threat of wide spread or severe damage, injury, or loss of life or property resulting from any natural or man-made causes, including, but not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, terrorism, cyber event, blight, drought, infestation, explosion, radiological accident, nuclear, chemical, biological, or bacteriological release, water contamination, bridge failure or bridge collapse.
- b. "state disaster emergency" means a period beginning with a declaration by the governor that a disaster exists and ending upon the termination thereof.
- c. "municipality" means a public corporation as defined in subdivision one of section sixty-six of the general construction law and a special district as defined in subdivision sixteen of section one hundred two of the real property tax law.
- d. "commission" means the disaster preparedness commission created pursuant to section twenty-one of this article.
- e. "emergency services organization" means a public or private agency, voluntary organization or group organized and functioning for the purpose of providing fire, medical, ambulance, rescue, housing, food or other services directed toward relieving human suffering, injury or loss of life or damage to property as a result of an emergency, including non-profit and governmentally-supported organizations, but excluding governmental agencies.
- f. "chief executive" means:
 - (1) a county executive or manager of a county;
 - (2) in a county not having a county executive or manager, the chairman or other presiding officer of the county legislative body;
 - (3) a mayor of a city or village, except where a city or village has a manager, it shall mean such manager; and
 - (4) a supervisor of a town, except where a town has a manager, it shall mean such manager.

- g. "Disaster emergency response personnel" means agencies, public officers, employees, or affiliated volunteers having duties and responsibilities under or pursuant to a comprehensive emergency management plan.
- h. "Emergency management director" means the government official responsible for emergency preparedness, response and recovery for a county, city, town, or village.
- i. "incident management team" means a state certified team of trained personnel from different departments, organizations, agencies, and jurisdictions within the state, or a region of the state, activated to support and manage major and/or complex incidents requiring a significant number of local, regional, and state resources.
- j. "executive level officer" means a state agency officer with the authority to deploy agency assets and resources and make decisions binding a state agency.
- k. "third party non-state resources" means any contracted resource that is not owned or controlled by the state or a political subdivision including, but not limited to, ambulances, construction crews, or contractors.

§ 21. Disaster preparedness commission established; meetings; powers and duties. 1. There is hereby created in the executive department a disaster preparedness commission consisting of the commissioners of transportation, health, division of criminal justice services, education, economic development, agriculture and markets, housing and community renewal, general services, labor, environmental conservation, mental health, parks, recreation and historic preservation, corrections and community supervision, children and family services, homeland security and emergency services, and people with developmental disabilities, the president of the New York state energy research and development authority, the superintendents of state police and financial services, the secretary of state, the state fire administrator, the chair of the public service commission, the adjutant general, the office for technology, and the office of victim services, the chairs of the thruway authority, the metropolitan transportation authority, the port authority of New York and New Jersey, the chief professional officer of the state coordinating chapter of the American Red Cross and three additional members, to be appointed by the governor, two of whom shall be chief executives. Each member agency may designate an executive level officer of that agency, with responsibility for disaster preparedness matters, who may represent that agency on the commission. The commissioner of the division of homeland security and emergency services shall serve as chair of the commission, and the governor shall designate the vice chair of the commission. The members of the commission, except those who serve ex officio, shall be allowed their actual and necessary expenses incurred in the performance of their duties under this article but shall receive no additional compensation for services rendered pursuant to this article.

2. The commission, on call of the chairperson, shall meet at least twice each year and at such other times as may be necessary. The agenda and meeting place of all regular meetings shall be made available to the public in advance of such meetings and all such meetings shall be open to the public. The commission shall establish quorum requirements and other rules and procedures regarding conduct of its meetings and other affairs.

3. The commission shall have the following powers and responsibilities:

- a. study all aspects of man-made or natural disaster prevention, response and recovery;
- b. request and obtain from any state or local officer or agency any information necessary to the commission for the exercise of its responsibilities;
- c. prepare and, as appropriate, revise a state comprehensive emergency management plan. The commission shall report all revisions to such plan by March thirty-first of each year to the

governor, the legislature and the chief judge of the state, unless a current version of the plan is available to the public on the website of the division of homeland security and emergency services. In preparing such plans, the commission shall consult with federal and local officials, emergency service organizations including both volunteer and commercial emergency response organizations, and the public as it deems appropriate. To the extent such plans impact upon administration of the civil and criminal justice systems of the state, including their operational and fiscal needs in times of disaster emergency, the commission, its staff and any working group, task force, agency or other instrumentality to which it may delegate responsibility to assist it in its duties shall consult with the chief administrator of the courts and coordinate their preparation with him or her or with his or her representatives;

d. prepare, keep current and distribute to chief executives and others an inventory of programs directly relevant to prevention, minimization of damage, readiness, operations during disasters, and recovery following disasters;

e. direct state disaster operations and coordinate state disaster operations with local disaster operations following the declaration of a state disaster emergency;

f. (1) unless it deems it unnecessary, create, following the declaration of a state disaster emergency, a temporary organization in the disaster area to provide for integration and coordination of efforts among the various federal, state, municipal and private agencies involved. The commission, upon a request from a municipality and with the approval of the governor, shall direct the temporary organization to assume direction of the local disaster operations of such municipality, for a specified period of time not to exceed thirty days, and in such cases such temporary organization shall assume direction of such local disaster operations, subject to the supervision of the commission. Upon the expiration of the thirty day period the commission, at the request of the municipality, may extend the temporary organization's direction of such local disaster operations for additional periods not to exceed thirty days. The commission, upon a finding that a municipality is unable to manage local disaster operations, may, with the approval of the governor, direct the temporary organization to assume direction of the local disaster operations of such municipality, for a specified period of time not to exceed thirty days, and in such cases such temporary organization shall assume direction of such local disaster operations, subject to the supervision of the commission. Upon expiration of the thirty day period the commission, after consultation with the municipality, and with the approval of the governor, may extend the temporary organization's direction of such local disaster operations for additional periods not to exceed thirty days. In such event, such temporary organization may utilize such municipality's local resources, provided, however, that the state shall not be liable for any expenses incurred in using such municipality's resources. The state shall not be liable for the expenses incurred in using third party, non-state resources deployed to the affected area by the temporary organization, which are necessary to protect life and safety;

(2) The state incident management team shall have the authority to act as the operational arm of the temporary organization. When called to duty and deployed by the state, members of any state or local incident management team shall be deemed temporary employees of the state and shall have the same privileges and immunities afforded to regular state employees, subject to the rules and regulations promulgated by the president of the state civil service commission pursuant to section one hundred sixty-three of the civil service law;

g. assist in the coordination of federal recovery efforts and coordinate recovery assistance by state and private agencies;

h. provide for periodic briefings, drills, exercises or other means to assure that all state personnel with direct responsibilities in the event of a disaster are fully familiar with response and recovery plans and the manner in which they shall carry out their responsibilities, and coordinate with

federal, local or other state personnel. Such activities may take place on a regional or county basis, and local and federal participation shall be invited and encouraged;

i. submit to the governor, the legislature and the chief judge of the state by March thirty-first of each year an annual report which shall include but need not be limited to:

(1) a summary of commission and state agency activities for the year and plans for the ensuing year with respect to the duties and responsibilities of the commission;

(2) recommendations on ways to improve state and local capability to prevent, prepare for, respond to and recover from disasters;

(3) the status of the state and local plans for disaster preparedness and response, including the name of any locality which has failed or refused to develop and implement its own disaster preparedness plan and program; and the extent to which all forms of local emergency response assets have been included, and accounted for in planning and preparation for disaster preparedness and response; and

j. develop public service announcements to be distributed to television and radio stations and other media throughout the state informing the public how to prepare and respond to disasters. Such public service announcements shall be distributed in English and such other languages as such commission deems appropriate.

k. [Redesignated]

4. All powers of the state civil defense commission are assigned to the commission.

5. The state office of emergency management within the division of homeland security and emergency services shall serve as the operational arm of the commission and shall be responsible for implementing provisions of this article and the rules and policies adopted by the commission.

The director of the state office of emergency management within the division of homeland security and emergency services shall exercise the authority given to the disaster preparedness commission in section twenty-nine of this article, to coordinate and direct state agencies and assets in response to a state disaster emergency, through their respective agency heads, on behalf of the governor and the chair of the disaster preparedness commission, when the governor, the lieutenant governor, and the chair of the disaster preparedness commission are incapacitated or without an available means of reliable communication with the state office of emergency management. If the director of the state office of emergency management is unable to exercise this authority, then the executive deputy commissioner of the division of homeland security and emergency services shall act in this capacity. In the event that the executive deputy commissioner is unable to exercise this authority, then such authority shall be exercised by the official willing and able to do so in the following order: the superintendent of the division of state police; the state fire administrator; or the director of the office of counterterrorism within the division of homeland security and emergency services. Nothing in this subdivision shall be construed to limit the authority of the governor, lieutenant governor, or the chair of the disaster preparedness commission to oversee the director of the state office of emergency management within the division of homeland security and emergency services or any official exercising authority given to the disaster preparedness commission in section twenty-nine of this article.

§ 22. State disaster preparedness plans. 1. The commission shall prepare a state disaster preparedness plan and submit such plan to the governor for approval no later than one year following the effective date of this act. The governor shall act upon such plan by July first of that year. The commission shall review such plans annually.

2. The purpose of such plans shall be to minimize the effects of disasters by: (i) identifying appropriate measures to prevent disasters, (ii) developing mechanisms to coordinate the use of

resources and manpower for service during and after disaster emergencies and the delivery of services to aid citizens and reduce human suffering resulting from a disaster, and (iii) provide for recovery and redevelopment after disaster emergencies.

3. Such plans shall be prepared with such assistance from other agencies as the commission deems necessary, and shall include, but not be limited to:

a. Disaster prevention and mitigation. Plans to prevent and minimize the effects of disasters shall include, but not be limited to:

- (1) identification of hazards and assessment of risk;
- (2) recommended disaster prevention and mitigation projects, policies, priorities and programs, with suggested implementation schedules, which outline federal, state and local roles;
- (3) suggested revisions and additions to building and safety codes, and zoning and other land use programs;
- (4) suggested ways in which state agencies can provide technical assistance to municipalities in the development of local disaster prevention and mitigation plans and programs;
- (5) such other measures as reasonably can be taken to protect lives, prevent disasters, and reduce the impact of disasters.

b. Disaster response. Plans to coordinate the use of resources and manpower for service during and after disaster emergencies and to deliver services to aid citizens and reduce human suffering resulting from a disaster emergency shall include, but not be limited to:

- (1) coordination of resources, manpower and services, using recognized practices in incident management and utilizing existing organizations and lines of authority and centralized direction of requests for assistance;
- (2) the location, procurement, construction, processing, transportation, storing, maintenance, renovation, distribution, disposal or use of materials, including those donated, and facilities and services;
- (3) a system for warning populations who are or may be endangered;
- (4) arrangements for activating state, municipal and volunteer forces, through normal chains of command so far as possible and for continued communication and reporting;
- (5) a specific plan for rapid and efficient communication, and for the integration of state communication facilities during a state disaster emergency, including the assignment of responsibilities and the establishment of communication priorities, and liaison with municipal, private and federal communication facilities;
- (6) a plan for coordinated evacuation procedures, including the establishment of temporary housing and other necessary facilities;
- (7) criteria for establishing priorities with respect to the restoration of vital services and debris removal;
- (8) plans for the continued effective operation of the civil and criminal justice systems;
- (9) provisions for training state and local government personnel and volunteers in disaster response operations;
- (10) providing information to the public;
- (11) care for the injured and needy and identification and disposition of the dead;
- (12) utilization and coordination of programs to assist victims of disasters, with particular attention to the needs of the poor, the elderly, individuals with disabilities and other groups which may be especially affected;
- (13) control of ingress and egress to and from a disaster area;
- (14) arrangements to administer federal disaster assistance;
- (15) a system for obtaining and coordinating situational awareness including the centralized

assessment of disaster effects and resultant needs; and

(16) utilization and coordination of programs to assist individuals with household pets and service animals following a disaster, with particular attention to means of evacuation, shelter and transportation options.

c. Recovery. Plans to provide for recovery and redevelopment after disaster emergencies shall include, but not be limited to:

(1) measures to coordinate state agency assistance in recovery efforts;

(2) arrangements to administer federal recovery assistance; and

(3) such other measures as reasonably can be taken to assist in the development and implementation of local disaster recovery plans.

§ 23. Local comprehensive emergency management plans. 1. Each county, except those contained within the city of New York, and each city, town and village is authorized to prepare comprehensive emergency management plans. The disaster preparedness commission shall provide assistance and advice for the development of such plans. City, town and village plans shall be coordinated with the county plan.

2. The purpose of such plans shall be to minimize the effect of disasters by (i) identifying appropriate local measures to prevent disasters, (ii) developing mechanisms to coordinate the use of local resources and manpower for service during and after disasters and the delivery of services to aid citizens and reduce human suffering resulting from a disaster, and (iii) providing for recovery and redevelopment after disasters.

3. Plans for coordination of resources, manpower and services shall provide for a centralized coordination and direction of requests for assistance.

4. Plans for coordination of assistance shall provide for utilization of existing organizations and lines of authority.

5. In preparing such plans, cooperation, advice and assistance shall be sought from local government officials, regional and local planning agencies, police agencies, fire departments and fire companies, local emergency management agencies, commercial and volunteer ambulance services, health and social services officials, community action agencies, the chief administrator of the courts, organizations for the elderly and the handicapped, other interested groups and the general public. Such advice and assistance may be obtained through public hearings held on public notice, or through other appropriate methods.

6. All plans for comprehensive emergency management developed by local governments or any revisions thereto shall be submitted to the commission by December thirty-first of each year to facilitate state coordination of disaster operations.

7. Such plans shall include, but not be limited to:

a. Disaster prevention and mitigation. Plans to prevent and minimize the effects of disasters shall include, but not be limited to:

(1) identification of hazards and assessment of risk;

(2) recommended disaster prevention and mitigation projects, policies, priorities and programs, with suggested implementation schedules, which outline federal, state and local roles;

(3) suggested revisions and additions to building and safety codes and zoning and other land use programs;

(4) such other measures as reasonably can be taken to protect lives, prevent disasters, and reduce their impact.

b. Disaster response. Plans to coordinate the use of resources and manpower for service during and after disasters and to deliver services to aid citizens and reduce human suffering resulting from a

disaster shall include, but not be limited to:

- (1) coordination of resources, manpower and services, using recognized practices in incident management, utilizing existing organizations and lines of authority and centralized direction of requests for assistance;
- (2) the location, procurement, construction, processing, transportation, storing, maintenance, renovation, distribution, disposal or use of materials, including those donated, and facilities and services which may be required in time of disaster;
- (3) a system for warning populations who are or may be endangered;
- (4) arrangements for activating municipal and volunteer forces, through normal chains of command so far as possible, and for continued communication and reporting;
- (5) a specific plan for rapid and efficient communication and for the integration of local communication facilities during a disaster including the assignment of responsibilities and the establishment of communication priorities and liaison with municipal, private, state and federal communication facilities;
- (6) a plan for coordination evacuation procedures including the establishment of temporary housing and other necessary facilities;
- (7) criteria for establishing priorities with respect to the restoration of vital services and debris removal;
- (8) plans for the continued effective operation of the civil and criminal justice systems;
- (9) provisions for training local government personnel and volunteers in disaster response operations;
- (10) providing information to the public;
- (11) care for the injured and needy and identification and disposition of the dead;
- (12) utilization and coordination of programs to assist victims of disasters, with particular attention to the needs of the poor, the elderly, individuals with disabilities and other groups which may be especially affected;
- (13) control of ingress and egress to and from a disaster area;
- (14) arrangements to administer state and federal disaster assistance;
- (15) procedures under which the county, city, town, village or other political subdivision and emergency organization personnel and resources will be used in the event of a disaster;
- (16) a system for obtaining and coordinating disaster information including the centralized assessment of local disaster effects and resultant needs;
- (17) continued operation of governments of political subdivisions; and
- (18) utilization and coordination of programs to assist individuals with household pets and service animals following a disaster, with particular attention to means of evacuation, shelter and transportation options.

c. Recovery. Local plans to provide for recovery and redevelopment after disasters shall include, but not be limited to:

- (1) recommendations for replacement, reconstruction, removal or relocation of damaged or destroyed public or private facilities, proposed new or amendments to zoning, subdivision, building, sanitary or fire prevention regulations and recommendations for economic development and community development in order to minimize the impact of any potential future disasters on the community.
- (2) provision for cooperation with state and federal agencies in recovery efforts.
- (3) provisions for training and educating local disaster officials or organizations in the preparation of applications for federal and state disaster recovery assistance.

- § 23-a. County registry of disabled persons; notice. 1. In each county having a local disaster preparedness plan pursuant to section twenty-three of this article, in order to meet the special needs of persons who would need assistance during evacuations and sheltering because of physical or mental handicaps, it is recommended that each chief executive maintain a registry of disabled persons located within the county. The registration shall identify those persons in need of assistance and plan for resource allocation to meet those identified needs. To assist the chief executive in identifying such persons, the county department of health, or such other county department or agency as designated by the chief executive, shall provide voluntary registration information to all of its special needs clients and to all incoming clients as part of the intake process. The registry shall be updated annually. The registration program shall give disabled persons the option of pre-authorizing emergency response personnel to enter their homes during search and rescue operations if necessary to assure their safety and welfare during disasters.
2. Upon the establishment of a voluntary registry of disabled persons as provided in subdivision one of this section, the chief executive shall make such registry available to the appropriate county, state and federal agencies for their use in delivering services in the event of a local or state disaster. The chief executive shall, upon the request of the state emergency management office, provide such registry information to such office. The chief executive may, at his discretion, use the registry information for local disaster preparedness only in coordination with other political subdivisions of the state.
3. Upon the establishment of a voluntary registry of disabled persons as provided in subdivision one of this section, at least semi-annually, each chief executive shall cause to be published in a newspaper of general circulation within the county a notice of the availability of the voluntary registration program.
4. All records, data, information, correspondence and communications relating to the registration of disabled persons as provided in subdivision one of this section are confidential, except that such information shall be available to other county chief executives for local disaster preparedness only as the chief executive of the county maintaining such registry deems necessary. Provided, however, the individual file of a person having registered with the registry of disabled persons shall be made available to that person upon request.
5. All community-based services providers, including home health care providers, shall assist the chief executive by collecting registration information for people with special needs as part of program intake processes, establishing programs to increase the awareness of the registration process, and educating clients about the procedures that may be necessary for their safety during disasters.
6. A county shall not be liable for any claim based upon the good faith exercise or performance or the good faith failure to exercise or perform a function or duty on the part of any officer or employee in carrying out a local disaster preparedness plan.

- § 23-b. Nursing home and assisted living facility plans. 1. After consultation with the commissioner of health, the director of the office for the aging, and the director of the state office of homeland security, the commission shall establish standards for nursing homes, adult homes, enriched housing programs and assisted living residences regarding disaster preparedness.
2. Each such facility shall be assisted in the establishment of a disaster preparedness plan. The plan shall include, but not be limited to, the following:
- (a) Maintaining a supply of food, water and to the extent deemed necessary and feasible in the reasonable judgment of the operator of the facility, medication in reserve in the event that obtaining such items should become difficult or impossible.

- (b) In the reasonable judgment of the facility, having access to a generator or generators sufficient to supply electrical power to the facility.
 - (c) Establishing an evacuation plan for residents including an alternative site suitable for temporary use.
 - (d) Establishing staffing plans during a disaster.
3. Such plans shall be made available to the county emergency management office.
 4. Nothing in this section shall be deemed to modify or override any requirements in regulations duly promulgated by a state agency, or to limit any lawful authority of a state agency to promulgate regulations, with respect to disaster preparedness of such facilities, the contents of their disaster preparedness plans or the process for approval of those plans.

§ 23-c. Consistency among local disaster preparedness plans. 1. The local disaster preparedness plans for each county, city, town, or village shall be so developed that no part of the local disaster preparedness plan of any county or any city, town, or village within such county conflicts with any part of the local disaster preparedness plan of any of the other said entities within such county or such county itself. In the event of any such conflict, such conflict shall be resolved by such county. The provisions of this subdivision shall not apply to a city wholly containing more than one county or to any county wholly contained within any such city.

2. In the event that any part of the local disaster preparedness plan of any county or any city, town, or village within such county conflicts with any part of the local disaster preparedness plan of any other county or any city, town, or village within any such other county, such conflict shall be resolved by the state emergency management office, as defined in paragraph (e) of subdivision one of section twenty-nine-e of this article. The provisions of this subdivision shall not apply to any county wholly contained within a city wholly containing more than one county. Any city wholly containing more than one county shall be subject to the provisions of this subdivision as if it were a county.

3. Said state emergency management office is hereby authorized and directed to promulgate any rules or regulations or take any other measures necessary to effectuate the provisions of this section.

§ 24. Local state of emergency; local emergency orders by chief executive. 1. Notwithstanding any inconsistent provision of law, general or special, in the event of a disaster, rioting, catastrophe, or similar public emergency within the territorial limits of any county, city, town or village, or in the event of reasonable apprehension of immediate danger thereof, and upon a finding by the chief executive thereof that the public safety is imperiled thereby, such chief executive may proclaim a local state of emergency within any part or all of the territorial limits of such local government; provided, however, that in the event of a radiological accident as defined in section twenty-nine-c of this article, such chief executive may request of the governor a declaration of disaster emergency. Such proclamation shall remain in effect for a period not to exceed thirty days or until rescinded by the chief executive, whichever occurs first. The chief executive may issue additional proclamations to extend the state of emergency for additional periods not to exceed thirty days. Following such proclamation and during the continuance of such local state of emergency, the chief executive may promulgate local emergency orders to protect life and property or to bring the emergency situation under control. As illustration, such orders may, within any part or all of the territorial limits of such local government, provide for:

- a. the establishment of a curfew and the prohibition and control of pedestrian and vehicular traffic, except essential emergency vehicles and personnel;

- b. the designation of specific zones within which the occupancy and use of buildings and the ingress and egress of vehicles and persons may be prohibited or regulated;
- c. the regulation and closing of places of amusement and assembly;
- d. the suspension or limitation of the sale, dispensing, use or transportation of alcoholic beverages, firearms, explosives, and flammable materials and liquids;
- e. the prohibition and control of the presence of persons on public streets and places;
- f. the establishment or designation of emergency shelters, emergency medical shelters, and in consultation with the state commissioner of health, community based care centers;
- g. the suspension within any part or all of its territorial limits of any of its local laws, ordinances or regulations, or parts thereof subject to federal and state constitutional, statutory and regulatory limitations, which may prevent, hinder, or delay necessary action in coping with a disaster or recovery therefrom whenever (1) a request has been made pursuant to subdivision seven of this section, or (2) whenever the governor has declared a state disaster emergency pursuant to section twenty-eight of this article. Suspension of any local law, ordinance or regulation pursuant to this paragraph shall be subject to the following standards and limits:
 - (i) no suspension shall be made for a period in excess of five days, provided, however, that upon reconsideration of all the relevant facts and circumstances, a suspension may be extended for additional periods not to exceed five days each during the pendency of the state of emergency;
 - (ii) no suspension shall be made which does not safeguard the health and welfare of the public and which is not reasonably necessary to the disaster effort;
 - (iii) any such suspension order shall specify the local law, ordinance or regulation, or part thereof suspended and the terms and conditions of the suspension;
 - (iv) the order may provide for such suspension only under particular circumstances, and may provide for the alteration or modification of the requirements of such local law, ordinance or regulation suspended, and may include other terms and conditions;
 - (v) any such suspension order shall provide for the minimum deviation from the requirements of the local law, ordinance or regulation suspended consistent with the disaster action deemed necessary; and
 - (vi) when practicable, specialists shall be assigned to assist with the related emergency actions to avoid adverse effects resulting from such suspension.

2. A local emergency order shall be effective from the time and in the manner prescribed in the order and shall be published as soon as practicable in a newspaper of general circulation in the area affected by such order and transmitted to the radio and television media for publication and broadcast. Such orders may be amended, modified and rescinded by the chief executive during the pendency or existence of the state of emergency. Such orders shall cease to be in effect five days after promulgation or upon declaration by the chief executive that the state of emergency no longer exists, whichever occurs sooner. The chief executive nevertheless, may extend such orders for additional periods not to exceed five days each during the pendency of the local state of emergency.

3. The proclamation of a local state of emergency and local emergency orders of a chief executive of a county shall be executed in quadruplicate and shall be filed within seventy-two hours or as soon thereafter as practicable in the office of the clerk of the governing board of the county, the office of the county clerk, the office of the secretary of state and the state office of emergency management within the division of homeland security and emergency services. The proclamation of a local state of emergency and local emergency orders of a chief executive of a city, town or village shall be executed in quadruplicate and shall be filed within seventy-two hours or as soon thereafter as practicable in the office of the clerk of such municipal corporation, the office of the

county clerk, the office of the secretary of state and the state office of emergency management within the division of homeland security and emergency services.

4. Nothing in this section shall be deemed to limit the power of any local government to confer upon its chief executive any additional duties or responsibilities deemed appropriate.

5. Any person who knowingly violates any local emergency order of a chief executive promulgated pursuant to this section is guilty of a class B misdemeanor.

6. Whenever a local state of emergency is declared by the chief executive of a local government pursuant to this section, the chief executive of the county in which such local state of emergency is declared, or where a county is wholly contained within a city, the mayor of such city, may request the governor to remove all or any number of sentenced inmates from institutions maintained by such county in accordance with section ninety-three of the correction law.

7. Whenever a local state of emergency has been declared pursuant to this section, the chief executive of the county in which the local state of emergency has been declared, or where a county is wholly contained within a city, the chief executive of the city, may request the governor to provide assistance under this chapter, provided that such chief executive determines that the disaster is beyond the capacity of local government to meet adequately and state assistance is necessary to supplement local efforts to save lives and to protect property, public health and safety, or to avert or lessen the threat of a disaster.

8. The legislature may terminate by concurrent resolution, such emergency orders at any time.

§ 25. Use of local government resources in a disaster. 1. Upon the threat or occurrence of a disaster, the chief executive of any political subdivision is hereby authorized and empowered to and shall use any and all facilities, equipment, supplies, personnel and other resources of his political subdivision in such manner as may be necessary or appropriate to cope with the disaster or any emergency resulting therefrom.

2. Upon the threat or occurrence of a disaster, a chief executive may request and accept assistance which is coordinated and directed by the county chief executive as provided in section twenty-six of this article.

3. A chief executive may also request and accept assistance from any other political subdivision and may receive therefrom and utilize any real or personal property or the service of any personnel thereof on such terms and conditions as may be mutually agreed to by the chief executives of the requesting and assisting political subdivisions.

4. Upon the receipt of a request for assistance made pursuant to subdivision two or three of this section, the chief executive of any political subdivision may give, lend or lease, on such terms and conditions as he may deem necessary to promote the public welfare and protect the interests of such political subdivision, any services, equipment, facilities, supplies or other resources of his political subdivision. Any lease or loan of real or personal property pursuant to this subdivision, or any transfer of personnel pursuant hereto, shall be only for the purpose of assisting a political subdivision in emergency relief, reconstruction, or rehabilitation made necessary by the disaster.

5. A political subdivision shall not be liable for any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of any officer or employee in carrying out the provisions of this section.

6. The chief executive, when requesting assistance pursuant to this section may request assistance from the civil defense and disaster preparedness forces of any other political subdivision, but only if the civil defense and disaster preparedness forces of the type being requested have already been activated within the political subdivisions requesting assistance. The chief executive of any political subdivision receiving such a request is hereby authorized and empowered, subject to the

provisions of section twenty-six of this article, to respond thereto.

7. Any power or authority conferred upon any political subdivision by this section shall be in addition to and not in substitution for or limitation of any powers or authority otherwise vested in such subdivision or any officer thereof.

§ 26. Coordination of local disaster preparedness forces and local civil defense forces in disasters.

1. Upon the threat or occurrence of a disaster, the chief executive of a county may coordinate responses for requests for assistance made by the chief executive of any political subdivision within the county.

2. Coordination of assistance shall utilize existing organizations and lines of authority and shall utilize any comprehensive emergency management plans prepared by the affected municipality.

3. A chief executive or any elected or appointed county, city, town or village official shall not be held responsible for acts or omissions of municipal employees, disaster preparedness forces or civil defense forces when performing disaster assistance pursuant to a declared disaster emergency or when exercising comprehensive emergency management plans.

§ 27. Continuity of local governments. 1. Every county, except those wholly contained within a city, every city, every town and every village shall have power to provide by local law, and every other public corporation, district corporation or public benefit corporation shall have power to provide by resolution, for its continuity and that of its elective and appointive officers, including members of its legislative or governing body when, in the event of a disaster and the emergency conditions caused thereby, any of such officers is unable to discharge the powers and duties of his office or is absent from the political subdivision. In any such local law or resolution, provision may be made that the removal of a disability or the termination of an absence from the political subdivision of an officer higher on a list or order of succession provided therein to an office shall not terminate the service in such office of an individual lower on such list or order of succession who is temporarily filling such office. Notwithstanding the provisions of any general or special law or city or village charter, a local law or resolution adopted pursuant to this section may be made effective without approval at a mandatory or permissive referendum but in no case shall such local law or resolution become effective until one certified copy thereof has been filed with the clerk of the political subdivision or other appropriate official designated for such purpose by the respective legislative or governing body, one certified copy thereof has been filed in the office of the state comptroller and three certified copies thereof have been filed in the office of the secretary of state. No provision of this subdivision shall be construed or interpreted as affecting the validity of any ordinance, local law or resolution enacted prior to April first, nineteen hundred seventy-nine or actions taken thereunder by the government of any county, city, town or village.

2. The provisions of this section shall not be applicable in any case where the continuity of the government of a political subdivision or that of any of its elective or appointive officers is otherwise provided for by or pursuant to law.

3. This section shall be construed liberally. The powers herein granted shall be in addition to and not in substitution of any power granted, procedure provided or provision made in any other law.

§ 28. State declaration of disaster emergency 1. Whenever the governor, on his own initiative or pursuant to a request from one or more chief executives, finds that a disaster has occurred or may be imminent for which local governments are unable to respond adequately, he shall declare a disaster emergency by executive order.

2. Upon declaration of a disaster arising from a radiological accident, the governor or his designee,

shall direct one or more chief executives and emergency services organizations to:

- (a) notify the public that an emergency exists; and
 - (b) take appropriate protective actions pursuant to the radiological emergency preparedness plan approved pursuant to sections twenty-two and twenty-three of this article. The governor, or his designee, shall also have authority to direct that other actions be taken by such chief executives pursuant to their authority under section twenty-four of this article.
3. The executive order shall include a description of the disaster, and the affected area. Such order or orders shall remain in effect for a period not to exceed six months or until rescinded by the governor, whichever occurs first. The governor may issue additional orders to extend the state disaster emergency for additional periods not to exceed six months.
4. Whenever the governor shall find that a disaster is of such severity and magnitude that effective response is beyond the capabilities of the state and the affected jurisdictions, he shall make an appropriate request for federal assistance available under federal law, and may make available out of any funds provided under the governmental emergency fund or such other funds as may be available, sufficient funds to provide the required state share of grants made under any federal program for meeting disaster related expenses including those available to individuals and families.

§ 28-a. Post disaster recovery planning 1. Whenever a state disaster emergency has been declared any county, city, town or village included in such disaster area shall prepare a local recovery and redevelopment plan, unless the legislative body of the municipality shall determine such plan to be unnecessary or impractical. Prior to making such determination, the municipality shall notify the commission of its intent to forego preparation and provide an opportunity to comment to the commission. Within fifteen days after the declaration of a state disaster, any county, city, town or village included in such disaster area shall report to the commission whether the preparation of a recovery and redevelopment plan has been commenced, and if not, the reasons for not preparing such plan. Within sixty days after the declaration of a state disaster, the commission shall report to the governor and the legislature the status of local recovery and redevelopment plans, including the name of any municipality which has failed or refused to commence the development of a recovery and redevelopment plan.

2. The commission shall provide technical assistance in the development of such plans upon the request of such county, city, town or village.
3. A local recovery and redevelopment plan shall include, but need not be limited to: plans for replacement, reconstruction, removal or relocation of damaged or destroyed facilities; proposed new or amended regulations such as zoning, subdivision, building or sanitary ordinances and codes; and plans for economic recovery and community development. Such plans shall take into account and to the extent practicable incorporate relevant existing plans and policies and such plans shall take into account the need to minimize the potential impact of any future disasters on the community.
4. Proposed plans shall be presented at a public hearing upon five days notice published in a newspaper of general circulation in the area affected and transmitted to the radio and television media for publication and broadcast. Such notice shall state the time and place of the hearing and indicate where copies of the proposed plan may be inspected or obtained. Any county, city, town, or village preparing a recovery and redevelopment plan pursuant to this subdivision may, upon mutual agreement with any other such county, city, town or village, hold a joint hearing to consider such recovery and redevelopment plan.
5. Such plans shall be prepared within forty-five days after the declaration of a state disaster and shall be transmitted to the commission. The commission shall provide its comments on the plan

within ten days after receiving such plan.

6. A plan shall be adopted by such county, city, town or village within ten days after receiving the comments of the commission. The adopted plan may be amended at any time in the same manner as originally prepared, revised and adopted.

7. The adopted plan shall be the official policy for recovery and redevelopment within the municipality.

8. Nothing in this section shall preclude any municipality from applying for or accepting and receiving any federal funds.

§ 29. Direction of state agency assistance in a disaster emergency. Upon the declaration of a state disaster emergency the governor may direct any and all agencies of the state government to provide assistance under the coordination of the disaster preparedness commission. Such state assistance may include: (1) utilizing, lending, or giving to political subdivisions, with or without compensation therefor, equipment, supplies, facilities, services of state personnel, and other resources, other than the extension of credit; (2) distributing medicine, medical supplies, food and other consumable supplies through any public or private agency authorized to distribute the same; (3) performing on public or private lands temporary emergency work essential for the protection of public health and safety, clearing debris and wreckage, making emergency repairs to and temporary replacements of public facilities of political subdivisions damaged or destroyed as a result of such disaster; and (4) making such other use of their facilities, equipment, supplies and personnel as may be necessary to assist in coping with the disaster or any emergency resulting therefrom.

§ 29-a. Suspension of other laws. 1. Subject to the state constitution, the federal constitution and federal statutes and regulations, the governor may by executive order temporarily suspend specific provisions of any statute, local law, ordinance, or orders, rules or regulations, or parts thereof, of any agency during a state disaster emergency, if compliance with such provisions would prevent, hinder, or delay action necessary to cope with the disaster.

2. Suspensions pursuant to subdivision one of this section shall be subject to the following standards and limits:

a. no suspension shall be made for a period in excess of thirty days, provided, however, that upon reconsideration of all of the relevant facts and circumstances, the governor may extend the suspension for additional periods not to exceed thirty days each;

b. no suspension shall be made which does not safeguard the health and welfare of the public and which is not reasonably necessary to the disaster effort;

c. any such suspension order shall specify the statute, local law, ordinance, order, rule or regulation or part thereof to be suspended and the terms and conditions of the suspension;

d. the order may provide for such suspension only under particular circumstances, and may provide for the alteration or modification of the requirements of such statute, local law, ordinance, order, rule or regulation suspended, and may include other terms and conditions;

e. any such suspension order shall provide for the minimum deviation from the requirements of the statute, local law, ordinance, order, rule or regulation suspended consistent with the disaster action deemed necessary; and

f. when practicable, specialists shall be assigned to assist with the related emergency actions to avoid needless adverse effects resulting from such suspension.

3. Such suspensions shall be effective from the time and in the manner prescribed in such orders and shall be published as soon as practicable in the state bulletin.

4. The legislature may terminate by concurrent resolution executive orders issued under this section at any time.

§ 29-b. Use of disaster emergency response personnel in disasters. 1. The governor may, in his or her discretion, direct the state disaster preparedness commission to conduct an emergency exercise or drill, under its direction, in which all or any of the personnel and resources of the agencies of the commission of the state may be utilized to perform the duties assigned to them in a disaster, for the purpose of protecting and preserving human life or property in a disaster. During a disaster or such drill or exercise, disaster emergency response personnel in the state shall operate under the direction and command of the chair of such commission, and shall possess the same powers, duties, rights, privileges and immunities as are applicable in a civil defense drill held at the direction of the state civil defense commission under the provisions of the New York state defense emergency act.

2. Local use of disaster emergency response personnel. a. Upon the threat or occurrence of a disaster, and during and immediately following the same, and except as otherwise provided in paragraph d of this subdivision, the county chief executive may direct the emergency management director of a county to assist in the protection and preservation of human life or property by calling upon disaster emergency response personnel employed by or supporting that county, as specified in the county comprehensive emergency management plan, to perform the emergency response duties assigned to them.

b. The disaster emergency response personnel of the county shall be regarded as a reserve disaster force to be activated, in whole or in part, by the county emergency management director upon the direction of the county chief executive when the county chief executive, in his or her discretion, is convinced that the personnel and resources of local municipal and private agencies normally available for disaster assistance are insufficient adequately to cope with the disaster.

c. Except as provided in paragraph d of this subdivision, the county chief executive may exercise the power conferred upon him in paragraph a of this subdivision, or may deactivate the disaster emergency response personnel of the county in whole or in part, on his own motion or upon the request of the chief executive officer of a village, town or city located within the county of which he is an officer.

d. Where the local office of public safety or emergency management in a city is independent of the county office of public safety or emergency management and is not consolidated therewith, the county chief executive may direct the emergency management director of the county to render assistance within such city only when the chief executive officer of such city has certified to him that the disaster emergency response personnel of the city have been activated pursuant to the provisions of subdivision three of this section and that all resources available locally are insufficient adequately to cope with the disaster.

e. When performing disaster assistance pursuant to this section, county disaster emergency response personnel shall operate under the direction and command of the county emergency management director and his or her duly authorized deputies, and shall possess the same powers, duties, rights, privileges and immunities they would possess when performing their duties in a locally sponsored civil defense drill or training exercise in the civil or political subdivision in which they are enrolled, employed or assigned emergency response responsibilities.

f. The chief executive officer of a city shall be responsible for the conduct of disaster operations within the city, including the operations directed by the county emergency management director when rendering disaster assistance within a city pursuant to this section.

g. Outside of a city, the sheriff of the county, and in Nassau county the commissioner of police of

the county of Nassau, shall supervise the operations of the emergency management director when rendering peace officer duties incident to disaster assistance. The sheriff and such commissioner may delegate such supervisory power to an elected or appointed town or village official in the area affected.

h. Neither the chief executive officer of a city, nor the county chief executive, nor any elected or appointed town or village official to whom the county chief executive has delegated supervisory power as aforesaid shall be held responsible for acts or omissions of disaster emergency response personnel when performing disaster assistance.

3. City use of disaster emergency response personnel. a. Upon the threat or occurrence of a disaster, and during and immediately following the same, and except as otherwise provided in paragraph d of this subdivision, the chief executive of a city may direct the emergency management director of the city to assist in the protection and preservation of human life or property by calling upon city disaster emergency response personnel to perform the emergency response duties assigned to them.

b. The disaster emergency response personnel of the city shall be regarded as a reserve disaster force to be activated, in whole or in part, by the city emergency management director upon the direction of the chief executive officer of the city when the latter, in his or her discretion, is convinced that the personnel and resources of local municipal and private agencies normally available for disaster assistance are insufficient adequately to cope with the disaster.

c. Except as provided in paragraph d of this subdivision, the chief executive officer of a city may exercise the power conferred upon him in paragraph a of this subdivision, or may deactivate the disaster emergency response personnel of the city in whole or in part, on his own motion or upon the request of the head of the city police force.

d. Where the local office of emergency management in a city is under the jurisdiction of a consolidated county office of civil defense as provided in the New York state defense emergency act, the chief executive officer of such city seeking the assistance of disaster emergency response personnel in the protection and preservation of human life or property within such city because of such disaster, must request the same from the county chief executive in which such city is located, in the same manner as provided for assistance to towns and villages in subdivision two of this section.

e. When performing disaster assistance pursuant to this subdivision, disaster emergency response personnel shall operate under the direction and command of the city emergency management director and his or her duly authorized deputies, and shall possess the same powers, duties, rights, privileges, and immunities they would possess when performing their duties in a locally sponsored civil defense drill or training exercise in the city in which they are enrolled, employed or assigned emergency response responsibilities.

f. Where the city disaster emergency response personnel have been directed to assist in local disaster operations pursuant to paragraph a of this subdivision, and the chief executive officer of the city is convinced that the personnel and resources of local municipal and private agencies normally available for disaster assistance, including local disaster emergency response personnel, are insufficient adequately to cope with the disaster, he or she may certify the fact to the county chief executive and request the county chief executive to direct the county emergency management director to render assistance in the city, as provided in subdivision two of this section.

g. The chief executive officer of a city shall be responsible for the conduct of disaster operations within the city, including the operations directed by the county emergency management director, when rendering disaster assistance within a city pursuant to this subdivision.

h. Neither the chief executive officer of a city, nor the county chief executive, shall be held

responsible for acts or omissions of disaster emergency response personnel when performing disaster assistance.

§ 29-c. Radiological preparedness. 1. The commission:

(a) may monitor directly and record the off-site presence of radioactive material in the vicinity of nuclear electric generating facilities located in the state of New York;

(b) shall obtain from the licensees, United States nuclear regulatory commission-required high range radiation, temperature and pressure levels in the containment buildings and in the containment building vents of nuclear electric generating facilities located in the state of New York; and,

(c) shall obtain, subject to the approval of the United States nuclear regulatory commission, any reactor data provided by the licensee to the United States nuclear regulatory commission, which the disaster preparedness commission determines, as a result of the report issued pursuant to section twenty-nine-d of this article, to be a reliable indicator of a possible radiological accident. Upon the occurrence of a radiological accident, the commission shall promptly provide appropriate and available radioactivity monitoring data to any chief executive who requests it. For the purposes of this section, the term "radiological accident" shall be limited to a radiological accident occurring at a nuclear electric generating facility.

2. (a) Any licensee of the United States nuclear regulatory commission for a nuclear electric generating facility shall be liable for an annual fee to support state and local governmental responsibilities under accepted radiological emergency preparedness plans related to the facility operated by such licensee.

(b) The amount of such fee shall be one million dollars. Such fee, which shall be payable to the commission on or before December first, shall be expended or distributed only by appropriation.

3. Such fees shall be expended by the commission for purposes of supporting state and local government responsibilities under accepted radiological emergency preparedness plans, including:

(a) purchase, installation, maintenance and operation of equipment used by the commission and local governments to monitor and record the potential and actual presence of radioactive materials within the appropriate planning radius from a nuclear electric generating facility;

(b) purchase, storage and distribution by the commission of equipment, drugs or other material for the purpose of protecting public health and safety;

(c) personal service, administrative costs and contractual services;

(d) emergency services personnel training and the plans, development, implementation, testing and revisions; and,

(e) the state or local share when applying for matching funds.

3-a. (a) Notwithstanding the provisions of subdivision three of this section, the New York state emergency management office (SEMO) and the coalition of nuclear counties, which constitutes the counties of Monroe, Wayne, Oswego, Orange, Putnam, Rockland and Westchester, shall each receive an equal one-half portion of the total amount of proceeds resulting from the total assessments and contributions made pursuant to this section.

(b) The one-half portion of the proceeds resulting from the total assessments and contributions made pursuant to this section received by the coalition of nuclear counties shall be distributed pursuant to the following formula: Monroe county 12.3% Orange county 10% Oswego county 12.5% Putnam county 9.8% Rockland county 18% Wayne county 12.4% Westchester county 25%

4. [Repealed]

§ 29-d. Reports. In order to assess the present preparedness in the state for any radiological

accident and to determine the need for, and appropriateness of, any additional specific steps by state government, the commission shall report to the governor and the legislature by January first, nineteen hundred eighty-two, its findings, recommendations and proposed legislation where appropriate concerning:

1. The need for and appropriateness of additional specific state activities or programs beyond those required by the accepted radiological emergency preparedness plans or provided for under existing law, including but not limited to:
 - (a) radiological monitoring equipment;
 - (b) warning systems and equipment;
 - (c) medical technologies and equipment;
 - (d) plume transport and dose assessment models; and
 - (e) nuclear fuel cycle and materials licensees other than electric generating facilities.
2. Any such recommendations shall be developed in consultation with all concerned public and private parties and shall:
 - (a) take into account proven safety effectiveness;
 - (b) outline any proposed costs and the means for meeting such costs;
 - (c) consider related activities of the United States nuclear regulatory commission or others; and
 - (d) when appropriate, discuss alternatives and various implementation stages.

§ 29-e. New York state emergency assistance program 1. For purposes of this section the following terms shall have the following meanings:

- (a) "Infrastructure" shall mean and include publicly owned storm and sanitary sewers, water supply systems, drainage systems, transportation systems, roads and bridges.
 - (b) "Municipality" shall mean any county, city, village, or town of the state.
 - (c) "Public facilities" shall mean and include publicly owned buildings, including traditional government buildings, such as courthouses, firehouses, police stations, parks, recreational facilities, and correctional facilities.
 - (d) "Fund" shall mean the state's contingency reserve fund established by law.
 - (e) "The office of emergency management " shall mean the office within the division of homeland security and emergency services.
2. The governor may, upon a finding that a municipality in the state has suffered substantial damage by an unanticipated natural disaster which has resulted in significant economic distress within such municipality, issue a declaration of significant economic distress in accordance with the provisions herein. In determining whether such significant economic distress exists, the governor shall consider whether the following criteria have been met:
- (a) the municipality suffered a substantial loss of assessed value;
 - (b) substantial damage has occurred to municipal buildings, facilities and infrastructure;
 - (c) the cost incurred by the municipality for clean-up operations is significant;
 - (d) businesses within the municipality have experienced significant economic loss due to the inability to conduct normal business due to the disaster;
 - (e) a significant increase in unemployment claims filed by persons employed within the municipality has occurred; and
 - (f) the county or the county within which the municipality is located has been declared eligible by the United States small business administration for physical disaster and economic injury disaster loans. In addition, the governor shall also consider the extent that other financial resources, including federal assistance and insurance, are available to assist the municipality to repair damage caused by the disaster.

3. (a) Upon the issuance of a declaration of significant economic distress due to unanticipated natural disaster by the governor, a municipality recognized by the governor as being affected by such disaster which occurred on or after December first, nineteen hundred ninety-two, may apply to the division of homeland security and emergency services on a form prescribed by such office, for reimbursement from the state's contingency reserve fund for reimbursement of extraordinary and unanticipated costs associated with the reconstruction or repair of public buildings, facilities or infrastructure.
- (b) Where the municipality applying for assistance authorized pursuant to this section is a city, and such application pertains to a county wholly contained within such city, such city may submit separate applications for such assistance for each such county.
- (c) Such municipality shall be granted the assistance provided pursuant to this section, within the amounts made available by appropriation from the fund, upon approval of such application, provided that such municipality agrees to have a local disaster preparedness plan pursuant to section twenty-three of this article in effect by December thirty-first, nineteen hundred ninety-three. On or after December thirty-first, nineteen hundred ninety-three, no municipality shall be eligible for reimbursement of such expenses unless such plan is in effect.
- (d) Municipalities which have received assistance pursuant to this section shall, as soon thereafter as may be possible, amend their respective local disaster preparedness plans to include corrective measures that must be taken in order to avoid, to the extent possible, similar emergencies in the future.
- (e) Municipalities applying for assistance pursuant to this section shall accurately describe the emergency conditions which necessitate the expenditure of funds for which reimbursement is being sought pursuant to this section.
- (f) In providing assistance pursuant to this section, the division of homeland security and emergency services may give preference to applicants which demonstrate the greatest need or which document that such assistance will be utilized to bring the applicant into compliance with federal or state law.
- (g) In the event that amounts appropriated are insufficient to provide for full reimbursement of all extraordinary and unanticipated costs incurred by such municipality approved for reimbursement pursuant to this section, the division of homeland security and emergency services is authorized to provide a pro rata share of the appropriations, appropriated herein, to such municipality.
4. (a) The commissioner of the division of homeland security and emergency services as defined in article twenty-six of this chapter with the advice and consent of the disaster preparedness commission created pursuant to this article, shall have the power to make such rules and regulations as may be necessary and proper to effectuate the purposes of this section.
- (b) The commissioner of the division of homeland security and emergency services shall by March fifteenth of each year report to the governor and the legislature describing the activities and operation of the program authorized by this section. Such report shall set forth the number of reimbursement applications received and approved; the identities of the counties, cities, towns and villages receiving reimbursement together with the amount and purpose of the reimbursement.

§ 29-f. [Repealed]

§ 29-g. Emergency management assistance compact

1. The emergency management assistance compact is made and entered into by and between the participating member states which enact this compact, hereinafter called party states. For the purposes of this agreement, the term "states" is taken to mean the several states, the commonwealth

of Puerto Rico, the District of Columbia, and all United States territorial possessions. The purpose of this compact is to provide for mutual assistance between the states entering into this compact in managing any emergency or disaster that is duly declared by the governor of the affected state or states, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resource shortages, community disorders, insurgency or enemy attack. This compact shall also provide for mutual cooperation in emergency related exercises, testing or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance in this compact may include the use of the states' national guard forces, either in accordance with the national guard mutual assistance compact or by mutual agreement between states.

2. Each party state entering into this compact recognizes that many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this compact. Each state further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual states have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist. The prompt, full and effective utilization of resources of the participating states, including any resources on hand or available from the federal government or any other source, that are essential to the safety, care and welfare of the people in the event of any emergency or disaster declared by a party state, shall be the underlying principle on which all provisions of this compact shall be understood. On behalf of the governor of each state participating in the compact, the legally designated state official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate interstate mutual aid plans and procedures necessary to implement this compact.

3. (a) It shall be the responsibility of each party state to formulate procedural plans and programs for interstate cooperation in the performance of the responsibilities listed in this section. In formulating such plans, and in carrying them out, the party states, insofar as practical, shall:

(1) Review individual state hazard analysis and, to the extent reasonably possible, determine all those potential emergencies the party states might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects or resource shortages, civil disorders, insurgency or enemy attack.

(2) Review party states' individual emergency plans and develop a plan which will determine the mechanism for the interstate management and provision of assistance concerning any potential emergency.

(3) Develop interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.

(4) Assist in warning communities adjacent to or crossing the state boundaries.

(5) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue and critical lifeline equipment, services and resources, both human and material.

(6) Inventory and set procedures for the interstate loan and delivery of human material resources, together with procedures for reimbursement or forgiveness.

(7) Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

(b) The authorized representative of a party state may request assistance of another party state by contacting the authorized representative of that state. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal

or in writing. If verbal, the request shall be confirmed in writing within thirty days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as, but not limited to, fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time that they will be needed.

(3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

(c) There shall be frequent consultation between state officials who have assigned emergency management responsibilities and other appropriate representatives of the party states with affected jurisdictions and the United States government, with free exchange of information, plans and resource records relating to emergency capabilities.

4. Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof provided, that it is understood that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state. Each party state shall afford to the emergency forces of any party state, while operating within its state limits under the terms and conditions of this compact, the same powers (except that of arrest unless specifically authorized by the receiving state), duties, rights and privileges as are afforded forces of the state in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the state receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency or disaster by the governor of the party state that is to receive assistance or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state, or states, of emergency or disaster remains in effect or loaned resources remain in the receiving states, whichever is longer.

5. Whenever any person holds a license, certificate or other permit issued by any state party to the compact evidencing the meeting of qualifications for professional, mechanical or other skills, and when such assistance is requested by the receiving party state, such person shall be deemed licensed, certified, or permitted by the state requesting assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the governor of the requesting state may prescribe by executive order or otherwise.

6. Officers or employees of a party state rendering aid in another state pursuant to this compact shall be considered agents of the requesting state for tort liability and immunity purposes and no party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account or any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith shall not include willful misconduct, gross negligence or recklessness.

7. Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that among the states that are parties hereto, this instrument contains elements of a broad base common to all states, and nothing contained herein shall preclude any state from entering into supplementary agreements with another state or affect any other agreements already in force between states. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the

exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

8. Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that state and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own state.

9. Any party state rendering aid in another state pursuant to this compact shall be reimbursed by the party state receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests provided, that any aiding party state may assume, in whole or in part, such loss, damage, expense or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost provided, however, that any two or more party states may enter into supplementary agreements establishing a different allocation of costs among those states. Expenses under subdivision eight of this section shall not be reimbursable under this provision.

10. Plans for the orderly evacuation and interstate reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party states and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the state from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies and all other relevant factors. Such plans shall provide that the party state receiving evacuees and the party state from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party state from which the evacuees come. After the termination of the emergency or disaster, the party state from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

11. (a) This compact shall become operative immediately upon its enactment into law by any two states; thereafter, this compact shall become effective as to any other state upon its enactment by such state.

(b) Any party state may withdraw from this compact by enacting a statute repealing the same, but no such withdrawal shall take effect until thirty days after the governor of the withdrawing state has given notice in writing of such withdrawal to the governors of all other party states. Such action shall not relieve the withdrawing state from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval be deposited with each of the party states and with the federal emergency management agency and other appropriate agencies of the United States government.

12. This compact shall be construed to effectuate the purposes stated in subdivision one of this section. If any provision of this compact is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this compact

and the applicability thereof to other persons and circumstances shall not be affected thereby.

13. Nothing in this compact shall authorize or permit the use of military forces by the National Guard of a state at any place outside the state in any emergency for which the president is authorized by law to call into federal service the militia, or for any purposes for which the use of the army or the air force would in the absence of express statutory authorization be prohibited under section 1385 of title 18, United States code.

14. The legally designated state official who is assigned responsibility for emergency management shall not offer resources to, or request resources from, another compact member state, without prior discussion with and concurrence from the state agency, department, office, division, board, bureau, commission or authority that may be asked to provide resources or that may utilize resources from another compact member state.

15. The director of the state emergency management office shall, on or before the first day of January, two thousand two, provide to the legislature and the governor copies of all mutual aid plans and procedures promulgated, developed or entered into after the effective date of this section. The director of the state emergency management office shall annually hereafter provide the legislature and governor with copies of all new or amended mutual aid plans and procedures on or before the first day of January of each year.

§ 29-h. Intrastate mutual aid program 1. Creation. There is hereby created the intrastate mutual aid program to complement existing mutual aid agreements in the event of a disaster that results in a formal declaration of an emergency by a participating local government. All local governments within the state, excepting those which affirmatively choose not to participate in accordance with subdivision four of this section, are deemed to be participants in the program.

2. Definitions. As used in this section, the following terms shall have the following meanings:

a. "Employee" means any person holding a position by election, appointment, or employment by a local government;

b. "Local government" means any county, city, town or village of the state;

c. "Local emergency management [fig 1] director" means the local government official responsible for emergency preparedness, response and recovery;

d. "Requesting local government" means the local government that asks another local government for assistance during a declared emergency, or for the purposes of conducting training, or undertaking a drill or exercise;

e. "Assisting local government" means one or more local governments that provide assistance pursuant to a request for assistance from a requesting local government during a declared emergency, or for the purposes of conducting training, or undertaking a drill or exercise; and

f. "Disaster" shall have the same meaning as in section twenty of this article.

3. Intrastate mutual aid program committee established; meetings; powers and duties.

a. There is hereby created within the disaster preparedness commission an intrastate mutual aid program committee, for purposes of this section to be referred to as the committee, which shall be chaired by the commissioner of the division of homeland security and emergency services, and shall include the state fire administrator, the commissioner of health, and the commissioner of agriculture and markets, provided that each such official may appoint a designee to serve in his or her place on the committee. The committee shall also include five representatives from local public safety or emergency response agencies, who shall serve a maximum two-year term, to be appointed by the commissioner of the division of homeland security and emergency services, with regard to a balance of geographic representation and discipline expertise.

b. The committee, on the call of the chairperson, shall meet at least twice each year and at such

other times as may be necessary. The agenda and meeting place of all regular meetings shall be made available to the public in advance of such meetings and all such meetings shall be open to the public.

c. The committee shall have the following powers and responsibilities:

- (1) to promulgate rules and regulations, acting through the division of homeland security and emergency services, to implement the intrastate mutual aid program as described in this section;
- (2) to develop policies, procedures and guidelines associated with the program, including a process for the reimbursement of assisting local governments by requesting local governments;
- (3) to evaluate the use of the intrastate mutual aid program;
- (4) to examine issues facing participating local governments regarding the implementation of the intrastate mutual aid program; and
- (5) to prepare reports to the disaster preparedness commission discussing the effectiveness of mutual aid in the state and making recommendations for improving the efficacy of the system, if appropriate.

4. Local government participation in the intrastate mutual aid program.

a. A local government may elect not to participate in the intrastate mutual aid program, or to withdraw from the program, by its governing body enacting a resolution declaring that it elects not to participate in the program and providing such resolution to the division of homeland security and emergency services. Participation in the program will continue until a copy of such resolution is received and confirmed by the division of homeland security and emergency services.

b. A local government that has declined to participate in the program may, acting by resolution through its governing body and providing a copy of the resolution to the division of homeland security and emergency services, elect to participate in the program.

c. Nothing in this section shall preclude a local government from entering into mutual aid agreements with other local governments or other entities with terms that supplement or differ from the provisions of this section.

d. Nothing in this section shall affect any other agreement to which a local government may currently be a party, or later enter into, including, but not limited to, the state fire mobilization and mutual aid plan.

5. Fire related resources. Notwithstanding the authority vested pursuant to this section, all fire related resources shall be administered pursuant to section two hundred nine-e of the general municipal law.

6. Requesting assistance under the intrastate mutual aid program.

a. A participating local government may request assistance of other participating local governments in preventing, mitigating, responding to and recovering from disasters that result in locally-declared emergencies, or for the purpose of conducting multi-jurisdictional or regional training, drills or exercises. Requests for assistance may be made verbally or in writing; verbal requests shall be memorialized in writing as soon thereafter as is practicable. Notwithstanding the provisions of section twenty-five of this article, the local emergency management director shall have the authority to request and accept assistance and deploy the local resources of his or her jurisdiction under the intra-state mutual aid program.

b. Once an emergency is declared at the county level, all requests and offers for assistance, to the extent practical, shall be made through the county emergency management office, or in the case of the city of New York, through the city emergency management office. All requests for assistance should include:

- (1) a description of the disaster;
- (2) a description of the assistance needed;

- (3) a description of the mission for which assistance is requested;
 - (4) an estimate of the length of time the assistance will be needed;
 - (5) the specific place and time for staging of the assistance and a point of contact at that location;
- and
- (6) any other information that will enable an assisting local government to respond appropriately to the request.

c. Assisting local governments shall submit to the requesting local government an inventory of the resources being deployed.

d. The written request for assistance and all inventories of resources being deployed shall be submitted to the division of homeland security and emergency services within three calendar days of the request for or deployment of such resources.

7. Division of homeland security and emergency services responsibilities under the intrastate mutual aid program. The division of homeland security and emergency services shall provide notification by mail to each local government with a comprehensive description of the intrastate mutual aid program, including a statement that all local governments are participants of the program unless they expressly opt out pursuant to subdivision four of this section; maintain a current list of participating local governments with their authorized representatives and contact information, and provide a copy of the list to each of the participating local governments on an annual basis during the second quarter of each calendar year; monitor and report to the intrastate mutual aid program committee on the use of the intrastate mutual aid program; coordinate the provision of mutual aid resources in accordance with the comprehensive emergency management plan and supporting protocols; identify mutual aid best practices; when practical, provide the committee with statistical information related to the use of mutual aid during recent regional disaster responses; and assist with the development, implementation and management of a state-wide resource typing system.

8. Reimbursement of assisting jurisdiction by requesting jurisdiction; resolving disputes regarding reimbursement.

a. Any assisting local government requesting [fig 1] reimbursement under this program for loss, damage or expenses incurred in connection with the provision of [fig 2] assistance that seeks reimbursement by the requesting local government shall make such request in accordance with procedures developed by the intrastate mutual aid committee.

b. Notwithstanding the provisions of section twenty-five of this article or any inconsistent provision of law to the contrary, any requesting local government requesting assistance under this program shall be liable and responsible to the assisting local government for any loss or damage to equipment or supplies and shall bear and pay the expense incurred in the operation and maintenance of any equipment and the cost of materials and supplies used in rendering assistance under this section.

c. The assisting local government shall be liable for salaries or other compensation for its employees deployed to a requesting local government during the time they are not rendering assistance pursuant to such request, and shall defray the actual traveling and maintenance expense of its employees and equipment while they are rendering assistance under this section. The requesting local government shall reimburse the assisting local government for any moneys paid for such salaries or other compensation and traveling and maintenance expenses incurred from activities performed while rendering assistance under this program.

d. Notwithstanding paragraph c of this subdivision, any voluntary ambulance service rendered pursuant to a request for assistance under this program that affects a volunteer ambulance workers service award or supplemental service award from a service award program or a supplemental

service award program established pursuant to article eleven-aa, article eleven-aaa, or article eleven-aaaa of the general municipal law shall be the responsibility of the political subdivision which adopted the service award program or supplemental service award program and not the responsibility of the requesting local government.

e. Where a dispute arises between an assisting local government and a requesting local government regarding reimbursement for loss, damages or expenses incurred in connection with the provision of aid, the parties will make every effort to resolve the dispute within thirty business days of written notice of the dispute by the party asserting noncompliance.

9. Performance of services.

a. (1) Employees of an assisting local government shall continue under the administrative control of their home jurisdiction. However, in all other cases where not prohibited by general, special or local law, rule or regulation, employees of an assisting local government shall be under the direction and control of the local emergency management director or other official charged with performing emergency management functions for the requesting local government;

(2) Performance by employees of an assisting local government of services for a requesting local government pursuant to this section shall have no impact upon whether negotiating unit employees represented by an employee organization, recognized or certified pursuant to section two hundred six or two hundred seven of the civil service law, exclusively perform such services, as that phrase is used by the public employment relations board, on behalf of the requesting local government;

b. Assets and equipment of an assisting local government shall continue under the ownership of the assisting local government, but shall be under the direction and control of the local emergency management director or other official charged with performing emergency management functions for the requesting local government.

10. Liability. a. Each local government is responsible for procuring and maintaining insurance or other coverage as it deems appropriate.

b. While rendering assistance under the intrastate mutual aid program, employees of the assisting local government shall have the same immunities and privileges as if such duties were performed within their home jurisdiction. An assisting local government providing assistance pursuant to the intrastate mutual aid program shall be liable for the negligence of its employees, which occurs in the performance of their duties in the same manner and to the same extent as if such negligence occurred in the performance of their duties in their home jurisdiction.

c. Employees of an assisting local government responding to or rendering assistance pursuant to a request for assistance who sustain injury or death in the course of, and arising out of, their response are entitled to all applicable benefits as if they were responding in their home jurisdiction. The assisting local government shall be liable for all costs or payments for such benefits as required by law.

d. Nothing in this section shall be construed to prevent the assisting and requesting local governments from agreeing to other terms related to liability and compensation. Local governments may choose to enter into an agreement, at any time, to alter these terms as they deem necessary.

e. Nothing in this section shall be construed to provide any protection against liability, or to create any liability, for an individual who responds to a state of emergency where aid has not been requested, or where aid has not been authorized by the individual's home jurisdiction.

11. Obligation of insurers. Nothing in this section shall impair, alter, limit or modify the rights or obligations of any insurer under any policy of insurance.

12. License, certificate and permit portability.

a. State certified emergency medical services providers who respond outside of their normal

jurisdiction pursuant to a request for assistance under this program shall follow their normal operating protocols as if they were responding and rendering services in their home jurisdiction.

b. Any other individual authorized and deployed by a participating local government when responding pursuant to a request for assistance under this program shall have the same powers and duties as if they were responding in their home jurisdiction.

§ 29-i. Immunity from liability for emergency alerts. Any provider of mobile services, as defined in 47 U.S.C. 153, including its officers, directors, employees, affiliates, vendors and agents, acting on behalf of the state, and any third-party intermediary transmission service provider, including such third-party intermediary transmission service provider's affiliates, officers, directors, employees, vendors and agents, acting directly or indirectly on behalf of the state or on behalf of any such provider of mobile services, that transmits emergency alerts similar to those described in 47 CFR 10.10 and 10.400, or that transmits any other type or form of emergency alert messages, shall not be liable for any act or omission related to or any harm resulting from the transmission of, or failure to transmit, an emergency alert, provided that such provider, officer, director, employee, affiliate, vendor or agent acted reasonably and in good faith.

§ 29-j. Acceptance of gifts. 1. The state office of emergency management within the division of homeland security and emergency services may accept any assistance, including but not limited to gifts or grants of real or personal property, but not including money, from any public or private source for the purpose of preparing for, responding to, or recovering from a state disaster emergency. Such assistance may be used to support state and local disaster operations or distributed to disaster response organizations supporting local disaster response operations. To the extent practicable, the office of emergency management shall distribute such assistance in consultation with local governments, not-for-profit organizations, and other disaster response organizations that have experience responding to state disaster emergencies.

2. The state office of emergency management shall maintain a database of all assistance accepted during the state disaster emergency and shall make such information available to the public on its website. The database shall include, but is not limited to, the name of the donor, type of assistance provided, value of the assistance, recipient of the assistance (if available), date of the donation and date of distribution.

3. The director of the office of emergency management, in consultation with the commissioner of the division of homeland security and emergency services, may promulgate rules and regulations necessary to implement this section.

* § 29-k. Quarterly claim reports. The governor's office of storm recovery, shall produce a quarterly report, which shall provide the number of all active single family housing applicants by county that have received partial or full payments; the number of all eligible, active single family housing applicants by county who have not yet received any payments; the number of active single family housing applicants by county who have not received payment and are pending an eligibility review; the number of all active single family housing applicants by county whose application status has not been closed out; the number of all single family housing applicants by county that have been closed out; the number of all single family housing applicants by county that have not received payment because they have been determined to have no unmet need or have been determined ineligible to receive assistance; the number of all active small business applicants by county that have received partial or full payments; the

number of all eligible, active small business applicants by county who have not yet received any payments; the number of active small business applicants by county who have not received payment and are pending an eligibility review; the number of all active small business applicants by county whose application status has not been closed out; the number of all small business applicants by county that have been closed out; the number of all small business applicants by county that have not received payment because they have been determined to have no unmet need or have been determined ineligible to receive assistance; the total number of subrecipient agreements by county for the New York rising community reconstruction program, and the status of all community reconstruction projects by county that are in the design or construction phases. The report shall provide the same information cumulatively for the previous reporting periods. The first report required under this subdivision shall be delivered by February fifteenth, two thousand sixteen, with new, updated reports being delivered on each first day of every third month thereafter. The report shall be provided to the temporary president of the senate, and the speaker of the assembly and shall be posted on the governor's office of storm recovery's public website.

* NB Repealed December 2, 2019

Appendix II

12/3/2010 by Kristine Hoffman, Counsel, OEM-OEM

INFORMATION FOR LOCAL CHIEF EXECUTIVES REGARDING DECLARING A STATE OF EMERGENCY AND ISSUING EMERGENCY ORDERS

The following information can be used by local Chief Executives and Emergency Managers on matters pertaining to declaring a “local state of emergency”, pursuant to Article 2-B of the State Executive Law. This document addresses the most commonly asked questions regarding a local state of emergency. Additional information or clarification may be obtained by contacting your local, County or State Office of Emergency Management. If you have a specific legal question regarding the use of the provisions found in 2-B it is always best to consult with your attorney.

A. INSTRUCTIONS FOR DECLARING A LOCAL STATE OF EMERGENCY

1. Only the local chief executive (County Executive, Town Supervisor, Village or City Mayor) can declare a local state of emergency covering all or any part of his/her jurisdiction.
2. A local state of emergency is declared pursuant to section 24 of the NYS Executive Law.
3. It can be declared in response to, or anticipation of, a threat to public safety.
4. A declaration of a local state of emergency should be written.
5. The declaration should include the time and date, the reason for the declaration, the area involved, and the expected duration.
6. The written declaration should be kept on file in the Municipal or County Clerk's Office.
7. A local state of emergency must be declared BEFORE emergency orders are issued.
8. A local state of emergency should be formally rescinded when the declaration is no longer needed.
9. Only the local chief executive, or person authorized to act for the local chief executive, may rescind a local state of emergency.
10. The rescission should be written.
11. The rescission should include the time and date of the original declaration, the reason for the local state of emergency, and the time and date the state of emergency is rescinded.
12. The written rescission should be kept on file in the Municipal or County Clerk's Office.

B. QUESTIONS AND ANSWERS ON DECLARING A STATE OF EMERGENCY

1. Who is considered a local chief executive for the purpose of declaring a local state of emergency?

The Mayor of a City or Village, a Town Supervisor, the County Executive or County Manager are considered local Chief Executives. When a County does not have a County Executive or Manager, the Chairman or other presiding officer of the County Legislature serves as Chief Executive. In cases where the City, Village or Town has a Manager, then the Manager serves as the Chief Executive.

2. Why should I declare a local state of emergency?

It provides the local chief executive with additional powers in order to respond adequately to a disaster. These powers, exercised through the issuance of emergency orders, include, but are not limited to:

- Establishing curfews;
- Implementing public protective measures (e.g., controlling traffic, prohibiting ingress and egress into the affected area, prohibiting the sale of alcohol and firearms);
- Establishing shelters, medical shelters, or alternate care sites;
- Suspending local laws; and
- Requesting supplemental assistance.

3. Can a declaration give legal protection?

Yes. A declaration of a local state of emergency provides legal protection and immunities for the local chief executive and local emergency officials when they make decisions and take actions to respond to disasters or emergencies.

4. Can a state of emergency be declared at any time?

No. A local state of emergency can be issued only when a situation exists that has or will place the public at risk and that will require extraordinary measures for proper protection.

5. When should I declare a local state of emergency?

You should consider declaring a local state of emergency when a dangerous situation is present or imminent and emergency officials are considering protective actions such as:

- Evacuation of people for a large or heavily populated area street, road, housing development, multi-resident buildings),
- Sheltering people in designated areas or buildings,
- Large-scale closing of roads due to conditions considered to be dangerous to lives and property, or Impending emergency or disaster caused by natural forces (floods, blizzards, ice storms, tornadoes).

6. *Can I issue Local emergency orders without a state of emergency?*

No. A state of emergency must be declared before you may issue local emergency orders.

7. *Will a declaration help in getting assistance from the state?*

Yes. If you declare a local state of emergency and you determine the disaster is beyond the capacity of your jurisdiction's resources, and the resources of the county, the **County Chief Executive** may request the Governor to declare a state disaster emergency which will allow the Governor to provide assistance from state resources.

8. *Must I rescind a declaration of state of emergency?*

No. Executive Law § 24 does not require you to rescind the declaration of a state of emergency, however, a written rescinding statement should be made when the emergency no longer exists. The local chief executive can rescind the declaration of emergency at any time.

9. *If I don't rescind a state of emergency, does it end automatically?*

No. If no time limit was specified in the declaration, the state of emergency does NOT end automatically. If a time limit was indicated in the declaration of state of emergency it will terminate at that the time and date indicated therein.

10. *When should I rescind a state of emergency?*

You should rescind it when the conditions that warranted the declaration no longer exist.

11. *Must the rescission be issued in writing?*

No. However, it is recommended, in the same manner as a declaration of state of emergency is recommended, to be issued in written form.

12. *Must the rescission be filed?*

No. However, it is recommended that it be filed in the Office of the Municipal or County Clerk.

C. INSTRUCTIONS FOR ISSUING LOCAL EMERGENCY ORDERS

Local Emergency Orders can be issued only if there is a State of Emergency in effect pursuant to section 24 of the State Executive Law

1. Local emergency orders can only be issued by the local chief executive for his/her own jurisdiction following the declaration of a local state of emergency by that same executive.
2. Local emergency orders must be written.
3. Local emergency orders should include the time and date they take affect, the reason for the declaration, the area involved, and the duration.
4. A local emergency order expires automatically after five (5) days. It can be rescinded before that by its own terms, or by a rescission by the local chief executive. It is also automatically rescinded when the state of emergency is rescinded
5. The local chief executive may extend local emergency orders for periods not to exceed five (5) days each during the state of emergency.
6. Local emergency orders must be published as soon as practicable in a newspaper of general circulation and provided to radio and television media for broadcast.
7. Local emergency orders may be terminated at any time by the local legislative body via concurrent resolution.
8. Local emergency orders must be executed in triplicate and filed within 72 hours or as soon as practicable in the Office of the County Clerk, and the Office of the Secretary of State.
9. Local emergency orders must be re-filed if they are extended.

D. QUESTIONS AND ANSWERS ON ISSUING LOCAL EMERGENCY ORDERS

1. *Can anyone issue a local emergency order?*

No. Only the chief Executive of a county, city, town or village may issue a local emergency order.

2. *What can a local emergency order include?*

An emergency order can require whatever is necessary to protect life and property or to bring the emergency situation under control as long as what it is within the constitutional powers of the local government. An emergency order should be used to execute the additional powers given to the chief executive by virtue of declaring a local state of emergency. *See section B.4 above.*

3. *Can a local emergency order be issued at any time after I've declared an emergency?*

Yes. Once the local chief executive has declared a local state of emergency s/he can issue local emergency orders.

4. *Is it in effect indefinitely?*

No. A local emergency order automatically terminates 5 days after issuance, or by rescission by the local chief executive, or a declaration by the local chief executive that the state of emergency no longer exists, whichever occurs sooner. It can also be terminated at any time by concurrent resolution by the local legislative body.

5. *Can an order be modified once it's issued?*

Yes. A local emergency order may be amended, modified, or rescinded at any time by the local chief executive during the state of emergency.

6. *Can a local emergency order be extended beyond five days?*

Yes. The local chief executive may extend an order for additional periods up to 5 days each during the local state of emergency. Each extension must be re-filed.

7. *Can a citizen who disobeys an emergency order be arrested?*

Yes. Any person who knowingly violates any local emergency order of a local chief executive issued pursuant to Section 24 of the Executive Law can be found guilty of a class B misdemeanor.

E. ADDITIONAL QUESTIONS AND ANSWERS REGARDING DECLARATION OF A STATE OF EMERGENCY

1. Do I have to declare a local state of emergency to receive state and federal disaster assistance?

No. A local state of emergency is not required for the municipality to receive state and federal aid. By proclaiming a local state of emergency, the local chief executive of a community is stating that a serious situation exists, or is imminent, that will affect public health and safety and may require extraordinary measures for effective response or recovery. The Governor may, on his own initiative, declare a state disaster emergency for the affected local area, which will allow the use of state assets. In addition, the threshold for seeking assistance from higher levels of government is the inability to respond adequately with available local resources. The declaration of a local state of emergency can be an acknowledgement that the disaster is beyond the capabilities of the local government.

2. What are the advantages of declaring a local state of emergency?

The declaration of a local state of emergency increases the powers of the local chief executive. These powers are implemented through the use of emergency orders. Additionally, an emergency declaration gives greater legal protection and immunities for local chief executives and local emergency officials when making decisions and taking actions during disasters and emergencies.

3. Are there circumstances when it would be inappropriate to declare a local state of emergency?

A local state of emergency can be declared and emergency orders can be issued in the event of a disaster, rioting, catastrophe or similar public emergency---or when there is reasonable apprehension of an immediate danger from such events. Declarations under Executive Law generally have been in response to disasters, emergencies and related catastrophes or threats that pose an immediate peril or have an acute impact on the community and public safety. In many cases, the need to proclaim a local state of emergency is obvious. When a situation exists which has or will place the public at risk and will require extraordinary measures for proper protection, a declaration should be made. For example, a Category III hurricane travelling up the coast, a blizzard that dumps 4' of snow in a short period of time, an explosion and subsequent release at a local chemical plant.

In most situations assessing the need for the special powers, authorities and protections are primary concerns when deciding whether to declare a local state of emergency. When the incident can be effectively managed within the capabilities of the community and extraordinary measures are not required for response or recovery, a local state of emergency is not necessary. Examples would be a minor hazardous materials incident or normal and low-lying flooding from rains or spring snowmelt.

4. *Can a local state of emergency be declared in anticipation of a disaster or in advance of an expected emergency?*

Yes. If the impending disaster or emergency creates an imminent danger and may imperil public safety, a local state of emergency can be proclaimed. Doing so permits the community to obtain resources or take actions needed to provide more timely public protection or services in anticipation of an emergency (for example, ordering an evacuation).

5. *When a municipality declares a local state of emergency, must the county also declare?*

No. It is not necessary for the County to declare a local state of emergency because a municipality does.

6. *Can a county declare an emergency in an area if the affected town, village, or city has not done so?*

Yes. The county chief executive can declare an emergency if it determines the situation may have impacts or requirements that affect the county and its resources. The county chief executive may declare a local state of emergency for any portion of the county, including part or all of any Town, Village or City --- even when the local jurisdiction does not declare.

7. *Should the local state of emergency include the entire jurisdiction or can a declaration be made for a specific area within the jurisdiction?*

A local state of emergency can include the entire jurisdiction, or it can be designated for a specific geographical section or area of the community. In either case, the declaration area should be clearly defined. Counties may consider issuing a declaration for specific communities and contiguous areas, in case the situation has impacts or requirements extending beyond a local site. For example, when the Governor declares a state disaster emergency for an event that has occurred within one county, that county will be specifically named along with the generic statement "and contiguous counties."

8. *Does declaring a local state of emergency require the local jurisdiction to pay for assistance it receives from other local governmental units?*

Under the provisions of the Intra-state Mutual Aid Program (IMAP) (Exec. Law § 29-h), the assisting local government is authorized to seek reimbursement from the requesting local government. The assisting local government may choose to lend or loan resources to the requesting local government without any expectation of reimbursement. However, this expectation should be made clear prior to sending or accepting resources. If the assisting local government offers to provide resources and makes it clear that it is expecting to be reimbursed, the requesting jurisdiction may choose to refuse to accept assistance or accept the resources and reimburse the assisting local government. The IMAP committee is responsible for creating guidelines to be used and procedures to be followed when requesting reimbursement for the deployment of resources from the assisting local government.

9. *If a local state of emergency is declared, does it allow officials to confiscate or demand the use of private resources, property, and equipment?*

No. Declaring a local state of emergency does not permit government to demand or confiscate private property and resources. The local chief executive can undertake emergency actions on any property within his or her jurisdiction, including private property, with the possible exception of Federal and Indian property.

10. *Is there a difference between a disaster declaration, an emergency declaration or proclamation and a local state of emergency?*

The wording in Article 2-B of the Executive Law refers to a proclamation of a local state of emergency. When a declaration is issued, it actually means a local state of emergency is in effect, as proclaimed by the local chief executive. The terms “disaster declaration,” “local state of emergency,” and “disaster proclamation” are often used interchangeably to refer to the same thing. However, the correct term as cited in § 24 of the Executive Law is “local state of emergency.”

11. *Is the local chief executive the only local official that can declare a local state of emergency?*

Yes. The local chief executive is the only official that can proclaim a local state of emergency under provisions of § 24 of the Executive Law. It is important to keep in mind that the declaration of a local state of emergency **does** not affect the statutory powers, duties, and authorities which may be given to other local officials pursuant to other provisions of New York State or local laws. For example, a Sheriff can declare a “Special Emergency” relating to public safety under provisions of the General Municipal Law (§ 209-f(2)). These declarations are applied in specific circumstances and are not considered to be as comprehensive as a proclamation under Article 2-B.

12. *What is the relationship between a local state of emergency and emergency orders? How are each applied and handled?*

A local state of emergency is a declaration or proclamation by the local chief executive that a disaster has occurred and certain emergency conditions exist. The declaration is a statement to the public that some type of hazard or threat exists and has been determined to pose a risk to the community and to public safety. It also establishes a legal basis for the local chief executive and local emergency officials to implement authorities and actions to address the situation. Once a local chief executive proclaims a local state of emergency, it then permits him or her to issue emergency orders. Emergency orders are the specific actions taken by the local chief executive when a local state of emergency is in effect. An evacuation order or an order limiting access in certain areas would be examples of emergency orders.

13. *Can a local state of emergency be used to suspend existing local laws?*

Yes. A local chief executive can use a local state of emergency to suspend local laws, ordinances and regulations, provided certain conditions outlined in § 24(1)(g) of the Executive Law are met. Requirements associated with suspension of local laws can be complex and should be done in consultation with your local attorney. Before local laws can be suspended, either the Governor must have declared a state disaster emergency, or after a local chief executive has declared a state of emergency, the county chief executive has requested assistance from the Governor. Suspensions must be reasonably necessary as a result of the disaster and provide for minimum deviation from the intent of the law, ordinance or regulation. Local chief executives cannot suspend state or federal laws, rules, or regulations.

14. *Will declaring a local state of emergency expose me to a greater risk of liability?*

No. Section 25(5) of the Executive Law provides immunity for local officials when making discretionary decisions during a disaster or emergency. Although a declaration of a local state of emergency cannot prevent lawsuits against public officials and municipalities, having a proclamation in effect provides greater protection from liability. While a declaration provides immunity, it is still important that local officials act within the scope of their authority and experience. It is also recommended that a local disaster preparedness plan be followed to the extent possible during the response and recovery to such a disaster.

15. *Do the individuals who provide assistance in response to or recovery from a disaster have any kind of liability protection?*

Yes. Individuals, such as public officers, employees or affiliated volunteers that have duties or responsibilities specified in the local comprehensive emergency management plan are given protection from liability in § 29-b of the Executive Law. These individuals, referred to as Disaster Emergency Response Personnel (DERP), when operating under the command of the county emergency management director, receive the same privileges and immunities they would receive if they were participating in a local civil defense drill in the political subdivision in which they are enrolled. When participating in a civil defense drill, civil defense forces (DERPs in Article 2-B) are provided with immunity from liability (Defense Emergency Act – NYS Unconsolidated Laws § 9193)

16. *Is it necessary to declare a local state of emergency to order an evacuation of the general public?*

Yes. Section 24 of the Executive Law gives the local chief executive the authority to issue emergency orders, which could include the requirement for an evacuation in time of emergency to protect public health and safety. At times, on-scene responders may recognize a need for a limited and immediate evacuation. It may not always be possible or practical to declare a local state of emergency. In these situations, evacuations are commonly conducted as a recommended emergency protective measure, without a local state of emergency and order, and are completely voluntary.

17. *When can the Governor declare a state disaster emergency?*

When the Governor, on his own initiative or upon request from one or more local chief executives, finds that a disaster has occurred or is imminent for which local governments are unable to respond adequately, he may declare a state disaster emergency. In many cases, when state agencies can provide emergency assistance pursuant to existing authorities and resources, a declaration by the Governor is not required.

18. *Is a Governor's state disaster emergency declaration necessary to receive federal aid?*

A declaration by the Governor is not necessary to request federal assistance. A decision by the Governor to declare a state disaster emergency is based upon the scope of the disaster and the authority needed to implement state resources.

State requests for federal disaster assistance are based on an assessment of response and recovery demands and damages to the public and private sectors. The assessment is done in coordination with FEMA staff, and further determines if the implementation of various supplemental federal disaster relief programs is warranted in relation to the scope of the disaster and the capability of state and local governments to effectively address response and recovery needs.

19. *Can the Governor request federal assistance immediately?*

Yes. In catastrophic disasters, where the need for early federal support from the President is proven, the Governor may request federal involvement immediately. When requesting disaster assistance from the President, federal law requires the Governor to submit specific information and meet certain requirements, supported by impact statements and damage estimates. By federal law, the Governor has 30 days to request federal assistance from the President.

In emergencies of less significant scope, a determination on the extent and kinds of federal assistance to be requested are generally not made until a comprehensive damage assessment is completed to ascertain the exact type of assistance needed. It may be that federal disaster relief programs can be implemented under the authority of a Federal Agency (such as the U.S. Small Business Administration, U.S. Department of Agricultural, the U.S. Corps of Engineers, etc.), and that Presidential assistance is not warranted. Such an assessment is conducted jointly by state and local governments, usually with technical assistance from FEMA.

12/3/2010 By Kristine Hoffman, Counsel, OEM-OEM

-- following pages 39 to 48 are intentionally not numbered --

STATE OF EMERGENCY DECLARATION

A State of Emergency is hereby declared in _____
(area within municipality, or entire municipality)

effective at _____ on _____.
(time) (date)

This State of Emergency has been declared due to _____
(description of situation)

This situation threatens the public safety.

This State of Emergency will remain in effect until rescinded by a subsequent order.

As the Chief Executive of _____,
(name of municipality)

I, _____, exercise the authority given me under
(name of Chief Executive)

Section 24 of the New York State Executive Law, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this Municipality.

I hereby direct all departments and agencies of _____
(name of municipality)

to take whatever steps necessary to protect life and property, public infrastructure, and provide such emergency assistance deemed necessary.

(Name)

(Signature)

(Title)

(Date)

EMERGENCY ORDER

Local Emergency Order for:

(name(s) of area(s)/municipality(ies) affected by this order)

I, _____, the Chief Executive of
_____, in accordance with a declaration
(name of municipality)

of a State of Emergency issued on _____, 20__, and pursuant to
(date SOE was issued)

Section 24 of the New York State Executive Law, do hereby order

(description of the action ordered and the area(s) affected and the reason for the order)

This order shall take effect

("IMMEDIATELY" or specify date and time)

and shall remain in effect until removed by order of the Chief Executive. This order may also be renewed in (5) five-day increments.

Failure to obey this order is a criminal offense, punishable by law under New York State Executive Law § 24(5).

Signed this the ___ day of _____, 20__, at _____ o'clock, in ,
(date) (month) (year) (time)
_____, New York.
(municipality)

(Name) _____

(Signature) _____

(Witness Name) _____

(Witness Signature) _____

(Title) _____ (Date) _____

APPENDIX III
EXECUTIVE ORDER NO. 3 OF
2017

(SUPERSEDES EXECUTIVE ORDERS
OF JUN 16, 2003, OF JAN 10, 2006 & OF DEC 30, 2011)

COUNTY OF ONEIDA

Office of the County Executive

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE, UTICA, NY 13501
(315) 798-5800 Fax (315) 798-2390

**ONEIDA COUNTY EXECUTIVE ORDER NO. 3 OF 2017
JANUARY 1, 2017**

(Supersedes Executive Orders of June 16, 2003 Jan 10, 2006 & December 30, 2011)

WHEREAS, a natural or man-made disaster may, at any time, cause all or part of the County of Oneida to be in need of coordinated emergency actions to relieve conditions caused by a wide variety of potential hazards including, but not limited to flood, drought, tornado, blizzard, windstorm, man-made and any national emergency, and

WHEREAS, New York State Executive Law Article 2-B, in the case of a natural or man-made disaster, and the New York State Defense Emergency Act, in the case of a national emergency (1) imposes upon the Chief Executive of the County of Oneida, or in his or her absence, the Executive Assistant to the Chief Executive, or in their absence, the Oneida County Attorney, the responsibility for the execution and implementation of the provision of the acts relating to the County: (2) imposes the responsibility for utilization of all existing county resources and the services available through existing County offices, departments, boards or commissions, herein after called "agencies" to extend such services, equipment, supplies and facilities as required of them: and (3) requires the County Executive, by order, to establish and direct County agencies and public officers to perform specific duties to execute and implement the relevant emergency management provisions of Article 2-B in conjunction with the responsibility for the management and performance of essential functions during a natural or man-made disaster, or during periods of training;

WHEREAS, in Homeland Security Directive (HSPD)-5, the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent, nationwide approach for federal, state, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents regardless of cause, size or complexity;

NOW THEREFORE, pursuant to the authority vested in me by the Constitution and the provisions of the Emergency Management Services Code (35 Pa C.S. Section 7101 et seq., as amended), I do hereby mandate the National Incident Management System be utilized for all incident management in the entirety of Oneida County. Coordination of this effort will be by the Office of Director of Emergency Services.

AND FURTHER, I, Anthony J. Picente, Jr., Chief Executive of the County of Oneida, by virtue of the powers and authority vested in me by Sections 23, 24, 26 and 27 of the New York State Executive Law, Article 2-B and the Federal Civil Defense Act of 1950 as amended, DO HEREBY ORDER THAT;

- A. All County Officers of Oneida County shall continue regular County government operations to the extent permitted by county disaster or national emergency at the County Emergency Operating Center or normal locations, as local conditions may dictate, and will follow the lines of succession established by local law for the continuity of government. All Officers of the County shall develop a continuity of operations plan as prescribed by the Director of Emergency Services.

- B. In the event of a natural or man-made disaster or national emergency, the Director of Emergency Services, under the direction of the Chief Executive, shall assign and coordinate the performance of specific emergency functions and responsibilities to include, but not be limited to, those hereinafter designated to certain county offices and agencies. These same offices and agencies shall be responsible for providing plans and training to provide an efficient and coordinated response to emergencies for issues committed to their care.
 1. **County Attorney:** shall render advice and opinions to the Chief Executive of Oneida County with regard to continuity of government, and the interpretation, application and implementation of Article 2-B of the Executive Law, New York State Defense Emergency Act, related and Defense Emergency Laws, other relevant laws, rules, regulations and orders in coordination with the Chief Executive of Oneida County and the Director of Emergency Services; shall participate in ICS command staff as required.
 2. **Deputy Director of Emergency Services:** shall act as assistant to the Director of Emergency Services and, put emergency plans into effect in the event of the absence of the Director of Emergency Services.
 3. **Personnel Director:** shall be responsible for the overall procurement of personnel resources within Oneida County, shall maintain current inventory of personnel strength both on duty and/or available, shall receive and fill requests for additional personnel from County resources or from external sources.
 4. **Sheriff:** shall act as Chief of Police Services, shall utilize regular and auxiliary police (if available), and, when in an authorized drill status for maintenance of law and order, direct evacuations, if ordered, protect life and property, regulate and control traffic, police essential highways and routes to protect life and property, guard vital and strategic facilities, direct the injured to medical installations and the homeless to shelter facilities and provide assistance to handicapped persons by obtaining transportation and directing them to suitable reception and care installations.

5. **Commissioner of Public Works:** shall act as Chief of Engineering and Public Works Service, shall mobilize and use public and privately owned construction assets, sanitation and public utility equipment and personnel as needed, shall direct and coordinate county-wide operations to restore or provide for the emergency replacement of essential facilities and public services; regulate the use of the County highway system and provide support for rescue, relief, recover and rehabilitation operations.
6. **Commissioner of Social Services:** shall act as Human Services Group Supervisor under Operations under ICS, shall oversee the provision of emergency feeding, clothing, lodging, financial and related social services to those in need with local American Red Cross, Salvation Army and other community resources' officials in disaster situations and shall gather and coordinate information concerning missing relatives.
7. **Director of Mental Health:** shall support the Human Services Group in addressing mental health issues in preparation for, during the response to and in recovery from disasters.
8. **Director of the Office for the Aging:** shall in coordination with the Commissioner of Social Services, render advice and assistance to the Director of Emergency Services with regard to protection and care of the elderly; provide and coordinate emergency feeding, clothing, lodging, financial assistance and related services for the elderly.
9. **Director of Purchasing:** shall direct the proper processing operations of the County, by the conservation, procurement, production, allocation and distribution of essential resources to serve operational needs. He or she shall also act as Chief of Logistics under ICS which will entail the acquisition of services, equipment and supplies needed to address an emergency response and recovery operation by purchase, use of State assets, mutual aid and/or federal assistance.
10. **Commissioner of Finance:** shall render advice and opinions to the County Executive and the County Director of Emergency Services with regard to financial matters impacted by circumstances of a disaster or emergency incident; he or she shall assist in the implementation of economic stabilization measures; He or she shall act as Finance Chief under ICS and Recovery Manager which shall involve tracking all costs of a response to and recovery from a declared emergency for purposes of fiscal control and for possible State and federal re-imbusement.
11. **Director of Budget:** shall provide budgetary and fiscal advice to the Chief Executive during disaster situations.

12. **Director of Health/Public Health Nursing Supervisor:** shall coordinate the public health response and the need for medical services within the community, including addressing the health of the general public and the emergency provision of care for the ill and infirmed; shall set up and maintain a medical treatment facility for occupants of the County Emergency Operating Center/Alternate Seat of Government.
13. **Emergency Medical Services Coordinator (EMS):** shall utilize emergency squads and fire departments for removal of trapped and injured persons from danger areas and assist medical service providers in caring for the injured.
14. **Fire Coordinator:** shall act as Chief of Fire Services, shall utilize paid and volunteer firefighters for containment and extinguishing of fires resulting from disasters, attack or other emergency circumstance, shall perform decontamination duties as required, shall assist in the provision of shelter facilities, shall carry out any containment response to a Hazardous Materials spill and call upon and utilize the local Haz-Mat response capability to handle acts of terrorism in our community involving chemicals and other hazardous agents and assist generally in the recovery from violent acts.
15. **County Planner:** shall assist in emergency management operations, maintain certain data such as charts and service directories, provide headquarters' staff services to the Director of Emergency Services, provide comprehensive operational orders and intelligence required as a basis for operational needs, coordinate any follow-up actions taken by other sections and other services, gather, evaluate and maintain current situational information as it develops during an emergency or crisis. Support the Planning Section under ICS. He or she shall provide maps, charts, local governing body boundaries and other information to the Director of Emergency Services and the Chief Executive during emergency periods, post-emergency periods, and in support of related training programs.
16. **Commissioner of Aviation:** shall act as Chief of Transportation Service of the Emergency Management Resources and Production Section; carry out measures necessary to utilize motor, rail, air and water transport, and to support rescue and relief and recovery and rehabilitation operations.
17. **Building Maintenance Supervisor:** shall provide for the physical maintenance of the County Emergency Operation Center – Alternate Seat of Government and public shelter facilities and their provisioning to include food, lodging and other necessities to sustain the health and life of the occupants.
18. **Emergency Management Office Principal Clerk:** shall obtain administrative support from other County offices and document all measures taken in relief of disaster situations and emergency situations to insure adequate documentation of post-emergency uses.

19. **Medical Examiner's Office:** shall identify the dead and coordinate the removal of bodies to a safe place where they may be claimed for burial by relatives and, where bodies are not claimed after a reasonable time or where bodies are not identifiable, to properly dispose of the same by burial; maintain records and submit required information to appropriate Regional or State Coordinator of Mortuary Services: Support health as required.
20. **County Hazard Mitigation Officer:** Assist in short and long term recovery to identify pre-determined areas of concern.
21. **County Director of Central Services AND the Commissioner of Public Works:** shall act as the leads in ensuring that the County Offices have a Continuity of Operations Plan (COOP) that ensures critical services are maintained in times of emergency/disaster, using the standards and criteria as established by the Office of Emergency Services.

In all cases, these persons shall act under the direction of County Executive and Director of Emergency Services.

- C. All County Officers shall report to the County Emergency Operation Center when so directed by the Chief Executive of Oneida County or upon such a directive issued subsequent to the dissemination of warning information through the established National Warning System (NAWAS) or New York State Police E-Justice Police Information Network. In the event of a natural or man-made disaster or national emergency, or in the preparation therefore, the above officers of Oneida County shall have the authority to assign emergency management functions to members of their staffs and such personnel shall cooperate and extend such services as are required of them.
- D. To ensure an effective operational capability in the event of a natural or man-made disaster or a national emergency, it is incumbent upon those named in this Executive Order to prepare themselves and their agencies to fulfill their assigned duties and responsibilities by organizing, planning, recruiting and training to achieve the full integration of existing local personnel/resources, materials, facilities and services into an emergency operation.
- E. The Office of Emergency Services shall hold meetings of the Oneida County All Hazards Local Emergency Planning Committee, whose members shall be County officers reflected in this order, as well as invited members from the cities and other organizations as deemed appropriate. These meetings will occur on the second Wednesday of April and October and a report will be presented to the County Executive within the yearly Emergency Service Report.

F. This Executive Order No. 3 of 2017 shall become effective immediately.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the County of Oneida to be affixed.

**Done at 800 Park Avenue, Utica, New York, County of Oneida New York:
This 30 day of November, 2011**

(signed and attested copy on file with the Oneida County Clerk)

**Chief Executive
County of Oneida County**

A T T E S T

Oneida County Clerk

Appendix IV**The completion of the Hazard Analysis report might require additional research and most likely more than one day's effort.****Background**

On (Enter Date), (the) Oneida County conducted a hazard analysis using the automated program, *HIRA-NY* (Hazard Identification and Risk Assessment New York) developed by the American Red Cross and the New York State Emergency Management Office (NYSEMO). This Hazard Analysis document is a key component in the process of creating a multi-hazard plan and will constitute a major section of your Multi-Hazard Mitigation Plan document; it forms the basis for our risk and vulnerability assessment. The results of this hazard analysis are presented in this report.

HIRA-NY evaluates five factors that are the cornerstones in the hazard analysis process. In considering these factors, it is also expected that the risk assessment components of the all-hazard mitigation planning process as outlined in 44 CFR Part 201, under which the hazard mitigation plan is being developed, will also be developed. The risk assessment process is required to identify all hazards that can impact a community and the profiling of the most prevalent hazards. Profiling hazards involves consideration of a) location, or geographic areas affected; b) extent or magnitude/severity; c) previous occurrences; and, d) probability of future occurrences. These five factors are:

1. Scope - This factor looks at two aspects: (1) What area or areas in your jurisdiction could be impacted by the hazard location and (2) What are the chances of the hazard triggering another hazard causing a cascade effect?
2. Onset - How much time is there between the initial recognition of an approaching hazard and when the hazard begins to impact the community? This is a very important factor because for some hazards (e.g., drought) ample warning time is available so that if plans and procedures have not been developed, there is still time to accomplish such. On the other hand, an earthquake could occur at any time without a warning and cause severe damage.
3. Impact - This factor involves the analysis of a hazard's impact on the community's infrastructure, private property, and people.
4. Duration (also an indicator of extent) - This factor is concerned with three durations: (a) How long does the hazard remain active? (b) How long do emergency operations continue after the hazard event? (c) How long does the recovery process take?
5. Frequency (past occurrences) - This factor indicates how often a hazard has resulted in an emergency or disaster; historical frequency can also be a prediction of how often a hazard will occur in the future (probability of future occurrences). Frequency is established by recording historical events and determining time intervals between each occurrence.

HIRA-NY and (the) Oneida County

HIRA-NY is an automated interactive spreadsheet that asks specific questions on potential hazards in a community and records and evaluates the responses to these questions. The selections made in *HIRA-NY* are based on information entered into preformatted Microsoft Excel worksheets recommended by FEMA and NYSEMO. *HIRA-NY* also includes historical and expert data on selected hazards. *HIRA-NY* is designed specifically for groups, rather than individual use. Oneida County assembled a group of local officials to consider and discuss the questions and issues raised by the *HIRA-NY* program. Representatives from (Enter what agency facilitated the workshop) facilitated the meeting and recorded the results.

The Results

The Group analyzed all hazards potentially affecting (The) Oneida County . *HIRA-NY* rated each hazard based on the Group's assessment and assigned a numerical value.

These values are categorized as follows:

321 to 400 HIGH HAZARD
241 to 320 MODERATELY HIGH HAZARD
161 to 240 MODERATELY LOW HAZARD
44 to 160 LOW HAZARD

The Group rated the 11 hazards as follows:

Hazard	Rating
HAZMAT (IN TRANSIT)	316
FLOOD	308
SEVERE STORM	279
EPIDEMIC	273
ICE STORM	263
HAZMAT (FIXED SITE)	259
WINTER STORM (SEVERE)	253
TRANS ACCIDENT	224
DAM FAILURE	212
UTILITY FAILURE	195
DROUGHT	152

Note: To meet the hazard mitigation planning requirements, include under the discussion section for each hazard the following:

- A description of the hazard that affects the jurisdiction. Profile those hazards that are considered prevalent and pose the greatest risk to the jurisdiction. It is not necessary to profile less prevalent hazards; however, the risk assessment process should indicate why these hazards are not being profiled. As indicated above, the prevalent hazards must be profiled, which means they should be discussed under the following headings:
- The location(s) must be identified (geographic area affected) of each natural hazard addressed in the plan
- A detailed description of previous occurrences of each hazard addressed; that is, the specific dates of occurrences must be identified.
- The extent (magnitude or severity) of each hazard must be addressed by dates of occurrence.
- Must include the probability of future events (chance of occurrences) for each hazard addressed.
- Must include an overall summary description of the jurisdiction's vulnerability to each hazard.
- Must address the impact of each hazard on the jurisdiction.
- Describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard area.
- Describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard area.

Please delete these notes above prior to finalizing the hazard analysis report.

Natural vs. Manmade Hazards: : The Disaster Mitigation Act of 2000 (DMA 2000) that mandates the mitigation planning requirements requires that only natural hazards must be included in mitigation plans to meet DMA requirements and are apart of the State and FEMA reviews. However, it is recommended that municipalities engaged in the mitigation planning process address technological and human-caused hazards. It should be noted that the plan will be rated only on how

well it addresses natural hazards; the non-natural hazards addressed will not be rated. In addition, current funding eligibility for HMGP and PDM-C grant programs is for natural hazards, not manmade ones.

Hazard(s) rated as moderately high: HAZMAT (IN TRANSIT), FLOOD, SEVERE STORM, EPIDEMIC, ICE STORM, HAZMAT (FIXED SITE), WINTER STORM (SEVERE)

HAZMAT (IN TRANSIT): 316, Moderately High Hazard

- Potential Impact:** Throughout a Large Region (Locations identified on map)
Cascade Effects: Highly Likely (Cascading hazards identified and mapped)
Air Contamination; Explosion; Fire; Fuel Shortage; Hazmat (Fixed Site); Water Supply Contamination; Wildfire;
Frequency: A Frequent Event (Frequency identified)
Onset: No Warning
Hazard Duration: Two to Three Days
Recovery Time: One to Two Weeks
Impact(Detailed information indicated below):
- Serious Injury or Death is Likely, but not in Large Numbers
 - Moderate Damage to Private Property
 - Moderate Structural Damage to Public Facilities

Risk Assessment Discussion

Hazard Description:

Geographic Location/Area(s) Affected:

Extent (magnitude or severity) of Hazard:

Historical Description of Previous Occurrences:

Probability of Future Events:

Cascading Effects:

Vulnerability Assessment Discussion

Overall Summary Description of Jurisdiction's Vulnerability:

Impacts of Hazards on the Jurisdiction/Community

Types and Numbers of Existing Structures in Hazard Area (Estimate):

Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

FLOOD: 308, Moderately High Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)
Cascade Effects: Highly Likely (Cascading hazards identified and mapped)
Dam Failure; Epidemic; Hazmat (Fixed Site); Landslide; Structural Collapse; Trans Accident;
Frequency: A Frequent Event (Frequency identified)
Onset: No Warning
Hazard Duration: Four days to One Week
Recovery Time: Three Days to One Week
Impact(Detailed information indicated below):

- Serious Injury or Death Unlikely
- Moderate Damage to Private Property
- Moderate Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:Vulnerability Assessment DiscussionOverall Summary Description of Jurisdiction's Vulnerability:Impacts of Hazards on the Jurisdiction/Community

Types and Numbers of Existing Structures in Hazard Area (Estimate):Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

SEVERE STORM: 279, Moderately High Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)

Cascade Effects: Highly Likely (Cascading hazards identified and mapped)
Blight; Structural Collapse; Trans Accident;

Frequency: A Frequent Event (Frequency identified)

Onset: No Warning

Hazard Duration: Less Than One Day

Recovery Time: Three Days to One Week

Impact(Detailed information indicated below):

- Serious Injury or Death Unlikely
- Moderate Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:Vulnerability Assessment DiscussionOverall Summary Description of Jurisdiction's Vulnerability:Impacts of Hazards on the Jurisdiction/Community

Types and Numbers of Existing Structures in Hazard Area (Estimate):Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

EPIDEMIC: 273, Moderately High Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)

Cascade Effects: Highly Likely (Cascading hazards identified and mapped)

Civil Unrest; Food Shortage; Fuel Shortage; Infestation;

Frequency: A Regular Event (Frequency identified)

Onset: Several Days Warning

Hazard Duration: More Than One Week

Recovery Time: More Than Two Weeks

Impact(Detailed information indicated below):

- Serious Injury or Death to Extremely Large Numbers
- Moderate Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:Vulnerability Assessment DiscussionOverall Summary Description of Jurisdiction's Vulnerability:

Impacts of Hazards on the Jurisdiction/CommunityTypes and Numbers of Existing Structures in Hazard Area (Estimate):Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

ICE STORM: 263, Moderately High Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)

Cascade Effects: Highly Likely (Cascading hazards identified and mapped)
Fire; Food Shortage; Fuel Shortage; Structural Collapse;

Frequency: A Regular Event (Frequency identified)

Onset: One Day Warning

Hazard Duration: Two to Three Days

Recovery Time: More Than Two Weeks

Impact(Detailed information indicated below):

- Serious Injury or Death Unlikely
- Severe Damage to Private Property
- Moderate Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:Vulnerability Assessment DiscussionOverall Summary Description of Jurisdiction's Vulnerability:

Impacts of Hazards on the Jurisdiction/CommunityTypes and Numbers of Existing Structures in Hazard Area (Estimate):Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

HAZMAT (FIXED SITE): 259, Moderately High Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)
Cascade Effects: Some Potential (Cascading hazards identified and mapped)
Air Contamination; Explosion; Fire; Oil Spill; Water Supply Contamination;
Frequency: A Regular Event (Frequency identified)
Onset: No Warning
Hazard Duration: One Day
Recovery Time: Three Days to One Week

Impact(Detailed information indicated below):

- Serious Injury or Death to Large Numbers
- Little or No Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:Vulnerability Assessment Discussion

Overall Summary Description of Jurisdiction's Vulnerability:Impacts of Hazards on the Jurisdiction/CommunityTypes and Numbers of Existing Structures in Hazard Area (Estimate):Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

WINTER STORM (SEVERE): 253, Moderately High Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)

Cascade Effects: Highly Likely (Cascading hazards identified and mapped)

Extreme Temps; Fire; Flood; Food Shortage; Fuel Shortage; Structural Collapse; Trans Accident;

Frequency: A Frequent Event (Frequency identified)

Onset: One Day Warning

Hazard Duration: Two to Three Days

Recovery Time: One to Two Days

Impact(Detailed information indicated below):

- Serious Injury or Death is Likely, but not in Large Numbers
- Little or No Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:

Vulnerability Assessment DiscussionOverall Summary Description of Jurisdiction's Vulnerability:Impacts of Hazards on the Jurisdiction/CommunityTypes and Numbers of Existing Structures in Hazard Area (Estimate):Type and Number of Future Structures in Hazard Area (Estimate):Estimated Potential Dollar Losses to Vulnerable Structures:Method Used to Prepare Estimate:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

Hazard(s) rated as moderately low: TRANS ACCIDENT, DAM FAILURE, UTILITY FAILURE

TRANS ACCIDENT: 224, Moderately Low Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)
Cascade Effects: Some Potential (Cascading hazards identified and mapped)
 Air Contamination; Explosion; Fire; Hazmat (Fixed Site); Oil Spill; Radiological (In Transit); Water Supply Contamination; Wildfire;
Frequency: A Regular Event (Frequency identified)
Onset: No Warning
Hazard Duration: Less Than One Day
Recovery Time: Less Than One Day

Impact(Detailed information indicated below):

- Serious Injury or Death is Likely, but not in Large Numbers
- Little or No Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:

Probability of Future Events:**Cascading Effects:**

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

DAM FAILURE: 212, Moderately Low Hazard

Potential Impact: Several Locations (Locations identified on Map)

Cascade Effects: Highly Likely (Cascading hazards identified and mapped)
Flood; Hazmat (Fixed Site); Landslide; Oil Spill; Structural Collapse; Trans Accident;
Water Supply Contamination;

Frequency: A Rare Event (Frequency identified)

Onset: No Warning

Hazard Duration: Less Than One Day

Recovery Time: More Than Two Weeks

Impact(Detailed information indicated below):

- Serious Injury or Death to Extremely Large Numbers
- Moderate Damage to Private Property
- Moderate Structural Damage to Public Facilities

Risk Assessment Discussion**Hazard Description:****Geographic Location/Area(s) Affected:****Extent (magnitude or severity) of Hazard:****Historical Description of Previous Occurrences:****Probability of Future Events:****Cascading Effects:**

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

UTILITY FAILURE: 195, Moderately Low Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)

Cascade Effects: Some Potential (Cascading hazards identified and mapped)
Epidemic; Fire; Food Shortage; Fuel Shortage; Terrorism; Trans Accident; Water Supply Contamination;

Frequency: An Infrequent Event (Frequency identified)

Onset: No Warning

Hazard Duration: Two to Three Days

Recovery Time: Less Than One Day

Impact(Detailed information indicated below):

- Serious Injury or Death Unlikely
- Little or No Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment Discussion

Hazard Description:

Geographic Location/Area(s) Affected:

Extent (magnitude or severity) of Hazard:

Historical Description of Previous Occurrences:

Probability of Future Events:

Cascading Effects:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

Hazard(s) rated as low: DROUGHT

DROUGHT: 152, Low Hazard

Potential Impact: Throughout a Large Region (Locations identified on map)

Cascade Effects: Some Potential (Cascading hazards identified and mapped)
Blight; Fire; Infestation; Water Supply Contamination; Wildfire;

Frequency: An Infrequent Event (Frequency identified)

Onset: More Than One Week Warning

Hazard Duration: More Than One Week

Recovery Time: Less Than One Day

Impact(Detailed information indicated below):

- Serious Injury or Death Unlikely
- Moderate Damage to Private Property
- Little or No Structural Damage to Public Facilities

Risk Assessment DiscussionHazard Description:Geographic Location/Area(s) Affected:Extent (magnitude or severity) of Hazard:Historical Description of Previous Occurrences:Probability of Future Events:Cascading Effects:

Utilize information collected in worksheets to create tables and text for the Section above. Provide as much detail as possible. Reference all maps and include copies of maps in the appendices and/or insert map images into this document.

HAZARDS THAT OCCUR WITH NO WARNING*

HAZMAT (IN TRANSIT)
 FLOOD
 SEVERE STORM
 HAZMAT (FIXED SITE)
 TRANS ACCIDENT
 DAM FAILURE
 UTILITY FAILURE

* No warning was selected from the Onset Tab.

HAZARDS THAT OCCUR MOST OFTEN*

HAZMAT (IN TRANSIT)
 FLOOD
 SEVERE STORM
 WINTER STORM (SEVERE)

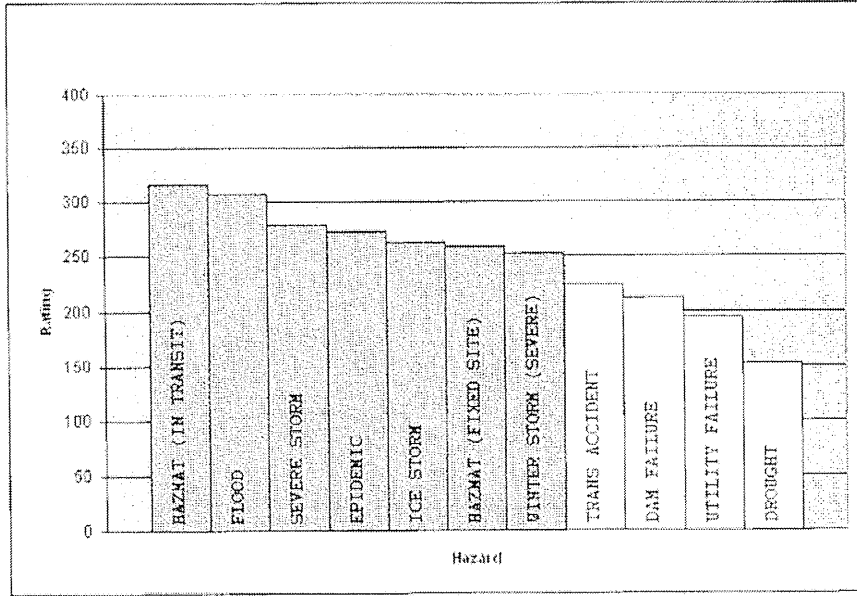
*A frequent event was selected on frequency Tab.

HAZARDS THAT PRESENT THE GREATEST THREAT TO LIFE*

EPIDEMIC
 HAZMAT (FIXED SITE)
 DAM FAILURE

*Serious injury and death in large or extremely large numbers was selected from the Impact Tab.

Figure 1. Chart of Hazards vs. Ratings



Appendix V

Flash/Situation Report

A *Flash Report* is prepared immediately or in the first 1 to 4 hours of an incident to provide an immediate summary of the hazard, threats, conditions and response requirements. An update or *Situation Report* is prepared for each operational period, or more frequently if conditions and information change. (also called an Incident Report, Field Report, Quick Assessment, or Size-Up.)

Use the Flash/Situation Report to:

- ✓ Summarize initial conditions and actions throughout a disaster or emergency
- ✓ Quickly and frequently provide a brief report describing the nature and extent of the disaster or emergency
- ✓ Provide rapid and regular information to local and state officials to support early planning and notifications, including activation or preparedness of personnel and resources

The Flash/Situation Report will be used by response officials to determine disaster organization and mobilization requirements and to brief local and state officials and key staff.

In New York, a Flash or Situation Report is provided using the following DHSES ‘Field Report’ form:

-- continue to the next page --

**New York State Division of Homeland Security & Emergency Services
FIELD REPORT**

- Notes: A. When applicable - consolidate data for each jurisdiction.
 B. When applicable - provide separate reports for severely impacted jurisdictions.
 C. Do Not Delay this report for lack of data. Submit updates as new information is gained.
 D. Submit form by Email, Fax, or Verbally convey information to the State OEM Regional Office or State Warning Point.

Request State Assistance <input type="checkbox"/> Yes <input type="checkbox"/> No
--

Report Number:	Event Name:
Date/Time of Event: Date: _____ Time (24 hr): _____	Date/Time of Report: Date: _____ Time (24 hr): _____

1. State OEM Region: _____ County: _____ Person Submitting: _____

2. Phone: _____ Cell Phone: _____ Email: _____

3. Briefly Describe Emergency and the Area Affected (communities, region, site(s), residential, commercial, etc.):

4. Percent of Initial Assessment Completed: 25% 50% 75% 100%

5. Conditions are (Mark one): Worsening Unknown Stable Improving Event Concluded

Human Impacts	(a) Fatalities	(b) Injured	(c) Missing	(d) At Risk	(e) Evacuated Relocated	(f) Sheltered	(g) Shelter In Place	(h) Requiring Feeding
6. Estimated Numbers:								
Critical Infrastructure	Roads	Bridges/Tunnels	Public Transport	Rail System	Water	Sewer	Electric	Gas
7. Out of Service								
8. Damaged								
9. Destroyed								
Critical Facilities	Police Station	Fire Station	EMS Station	Hospital	Nursing Homes	Fuel Supply	Comms. Systems	Dams Levees
10. Out of Service								
11. Damaged								
12. Destroyed								
Buildings	Homes	Apartments	Businesses	Industries	Public Facilities	Schools	Utilities	Other
13. Damaged								
14. Destroyed								
15. Closed								

16. Has a local "State of Emergency" been declared? (Mark one) Yes No

Briefly describe or attach any announcements, public advisories, or emergency orders in effect:

17. Special Information/Concerns:

New York State Division of Homeland Security & Emergency Services

FIELD REPORT (Instructions)

- Note:
- A. Counties are encouraged to consolidate data for each jurisdiction.
 - B. Where applicable, provide separate reports for severely impacted jurisdictions.
 - C. Do Not Delay this report for lack of data. The report can be updated as information becomes available or more accurate.
 - D. Submit form electronically (email), by Fax, or verbally convey information to the State OEM Regional Office or State Warning Point

The gray shaded area (see example below) must be completed for each report, to clearly define report number, event or incident name, event/incident date and time, report date and time.

Report Number: 03	Event Name: Silver Creek Flooding – Chautauqua County
Date/Time of Event: Date: 12 Aug 2009 Time (24 hr): 2330	Date/Time of Report: Date: 13 Aug 2009 Time(24 hr): 0130

Items 1-5

Must be completed to ensure that the data collection point/situation unit has clear information regarding the name of the jurisdiction and county impacted, name of person (point of contact) completing the report, landline phone and/or cellular phone numbers and email address for point of contact, should clarification of report content be required. The type of emergency/event, scope of area affected, and current conditions must also be included. Based on known/current status, the percent of an initial assessment completed should be indicated to better convey if additional impacts can be expected and additional resource requirements may identified.

Items 6-15

Fields should only be filled in if information is available. If there is nothing to report for a specific field, it should be left blank.

Items 16-17

Item 16, names of jurisdictions which declared a State of Emergency should be listed. A copy of (or reference for access to) the Declaration of State of Emergency and associated Emergency Orders, should be provided either with the report or as a follow-on document.

Item 17, a brief description should be provided regarding ongoing actions, outside assistance being provided or sought, and immediate needs and resource requirements. Description of ongoing concerns based on current situation and planning assumptions may also be listed in this section.

Assessment of Immediate Needs and Resources

Prepare within 6 and 48 hours and update each operational period.
(also called a Needs Assessment, Operational Assessment, Critical Needs Assessment)

Use the Assessment of Immediate Needs and Resources to:

- ✓ Define specific assistance needed to support local emergency operations. Examples include search and rescue teams, emergency medical or security personnel, debris removal help, emergency power and equipment, food, transportation, incident management personnel, specialty teams and technical specialists
- ✓ When requesting disaster assistance and resources from the state or other providers, the request must usually be accompanied by a definition of the specific purpose or response objectives the resources are intended to support. The assessment provides the kind of well-defined evaluation needed to describe how resources that are being requested will be matched to response demands

The Assessment of Immediate Needs and Resources is used to determine operational or direct assistance needed to assist local governments; including personnel, equipment and materials.

-- continue to the next page --

Assessment of Immediate Needs and Resource Priorities – Sample Format

(Add detail sheets, sketches, photos or video, if appropriate)

County:

Date:

Time:

Jurisdiction(s) Affected:

Name:

Telephone:

1. General description and update of the emergency situation and condition:

2. Describe the population, area, critical facilities, or infrastructure where help or resources are needed. What kind of assistance is needed for whom, where, and why:

3. Describe the mission or emergency objective to be achieved:

Examples

Describe which roads and the number of miles where debris must be cleared to provide access for emergency vehicles. Do not simply say we need the National Guard, DOT crews, or bucket loaders.

Provide a description of the area and number of homes at risk of flooding. Do not just ask for sandbags.

List critical facilities that require emergency power and what essential public service the facilities serve. Do not simply request generators.

4. What actions are currently being taken, what local resources are being used, and what is their effectiveness?

Record of Plan Changes

Oneida County
Comprehensive Emergency Management Plan (CEMP)

-- Record of Changes --

Date	Section	Page (s)	Describe Content Modified/Deleted /Added	Submitted by:	Emergency Services Confirmation

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan

Dawn Catera Lupi
First Assistant

Joshua L. Bauer
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher

FN 20 17 015
PUBLIC SAFETY
WAYS & MEANS

October 19, 2016

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

Dear Mr. Picente:

Enclosed is the proposed grant award to our office from the New York State Division of Criminal Justice Services in the amount of \$644,696.00, representing an extension of our previous grant. The period has been extended for an additional year, commencing July 1, 2016, through June 30, 2017, with additional funding of \$322,348.00 for that period. Matching funds are not required. The previous grant was approved as contract no. 2329 by the Oneida County Board of Legislators on November 25, 2015, as Resolution No. 351.

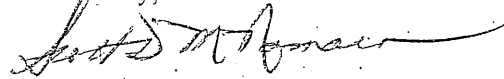
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

If possible, please expedite this as soon as possible so that we can begin spending said funds.

Should you have any questions or concerns, please notify me.

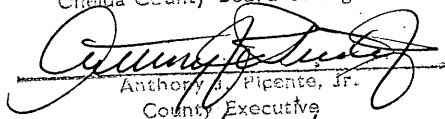
Thank you for your time and assistance in this matter.

Sincerely,



Scott D. McNamara

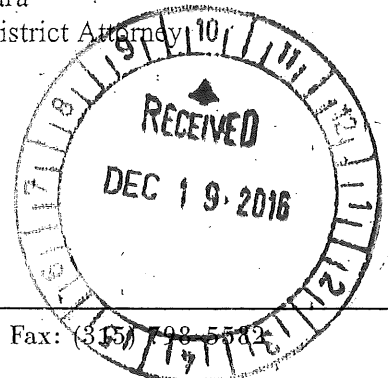
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony J. Picente, Jr.
County Executive

Date 10/16/16

SDM/jl
Enc.



Oneida Co. Department: DISTRICT ATTORNEY

Competing Proposal JL
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

New York State Division of Criminal Justice Services
Alfred E. Smith Building
80 South Swan Street
Albany, New York 12210

Title of Activity or Service: Project GIVE III

Proposed Dates of Operation: 07/01/16 – 06/30/17

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services

GIVE funds will be used to support coordinated reduction and prevention initiatives with the express goal of reducing violent firearm related offenses. This project is designed to achieve sustained, long term gun crime reduction through the application of proven, evidence based practices.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing

GIVE Senior Assistant District Attorney; GIVE Assistant District Attorney; SOS Focused Deterrence Program Director; John J. Finn Institute for Public Safety – Research Partnership; SOS Focused Deterrence Community Facilitators; John J. Finn Institute for Public Safety – Crime Analyst Crime Analyst

Total Funding Requested: \$322,348.00

Account # A3038
A1165.495124

Oneida County Dept. Funding Recommendation: \$322,348.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State

Cost Per Client Served: N/A

Past Performance Data: This is an extension of a previous grant, so the Grant Agreement will reflect both this award, and the previous award, for a total of \$644,696.00, but this extension is only for the above-referenced \$322,348.00.

O.C. Department Staff Comments: N/A

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C484388 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Project GIVE <u>DCJS NUMBERS:</u> GV15484388 GV16484388 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2015 TO 06/30/2017 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$644,696.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> [] (Enter number or Exempt) If "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> <u>APPENDIX A</u> Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> <u>APPENDIX A1</u> Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> <u>APPENDIX B</u> Budget</p> <p><input checked="" type="checkbox"/> <u>APPENDIX C</u> Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> <u>APPENDIX D</u> Program Workplan</p> <p><input type="checkbox"/> <u>APPENDIX F</u> Guidelines for the Control and Use of Confidential Funds</p> <p><input checked="" type="checkbox"/> <u>APPENDIX G</u> Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> <u>Other</u> (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____, Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "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: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Project GIVE

Project No.**Grantee Name**

GV15-1055-D01

Onelda County

09/20/2016

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

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 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) Amendment. 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 amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, 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 require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, 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 term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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

A. 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) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. 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.

C. 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 A-1.

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(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

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 A-1.

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 contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract

Project GIVE

Project No.**Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and

if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, 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.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884

email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414

email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN

STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

Award Contract**Project GIVE****Project No.**

GV15-1055-D01

Grantee Name

Oneida County

09/20/2016

APPENDIX A1**AGENCY-SPECIFIC CLAUSES**

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: <http://www.whitehouse.gov>

/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the

Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers

for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the

Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the

same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract

Project GIVE

Project No.**Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney - Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	SOS Focused Deterrence Program Director	1	\$24,411.00	\$24,411.00	\$24,411.00	\$0.00
Justification: The Save Our Streets (SOS) Focused Deterrence Program Director is responsible for coordinating all of the team members of all aspects of offender call-ins, including arranging dates, times, locations, and assembling the appropriate law enforcement and community members, which we believe will necessarily vary depending on the particular party involved. In appreciation of the commitment required for call-ins to be successful and engage the community members with the most impact, we have proposed a stipend in the amount of \$50 for each call-in session, and budgeted for two community members per call-in, at an estimated frequency of every other week. Also, recognizing that most cases will require meeting on multiple occasions and more meaningful engagement, the SOS Program Director will also be responsible for implementing group meetings among and between identified offenders to facilitate dialogue about ongoing problems, identify non-violent solutions, and also to inform and educate them on topics such as anger management, alternatives to violence and the dangers of drug involvement. The SOS Program Director will also serve as a facilitator at ongoing community relations forums in furtherance of our commitment to procedural justice.						
2	GIVE Senior Assistant District Attorney	1	\$91,698.00	\$91,698.00	\$91,698.00	\$0.00
Justification: The Oneida Co DA's Office employs a Senior GIVE ADA at 100% on the GIVE Initiative. It has become necessary to dedicate an additional GIVE ADA to help with influx caseload. Together, the GIVE ADAs will prosecute Oneida Co's gun violence cases, with a special emphasis on those arising in hot spot locations or involving our top offenders, which will continue to carry a no reduction policy. The file are flagged GIVE denoting their unit assignment and special handling. The GIVE ADAs review cases for possible Federal prosecution referral, where appropriate. The GIVE ADAs are also instrumental in incorporating procedural justice into our overall strategy by participating in community forums as well as being integral members of the call-ins with our SOS Focused Deterrence Program. The Senior GIVE ADA also coordinates and facilitates for DA's Office at the Partnerships monthly meetings, completes all associated administrative tasks such as agendas, meeting minutes, progress reports and providing required documentation to DCJS in a timely manner.						
3	GIVE Assistant District Attorney	1	\$38,358.00	\$38,358.00	\$38,358.00	\$0.00
Justification: The Oneida Co DA's Office employs a Senior GIVE ADA at 100% on the GIVE Initiative. It has become necessary to dedicate an additional GIVE ADA to help with influx caseload. Together, the GIVE ADAs will prosecute Oneida Co's gun violence cases, with a special emphasis on those arising in hot spot locations or involving our top offenders, which will continue to carry a no reduction policy. The file are flagged GIVE denoting their unit assignment and special handling. The GIVE ADAs review cases for possible Federal prosecution referral, where appropriate. The GIVE ADAs are also instrumental in incorporating procedural justice into our overall strategy by participating in community forums as well as being integral members of the call-ins with our SOS Focused Deterrence Program. The Senior GIVE ADA also coordinates and facilitates for DA's Office at the Partnerships monthly meetings, completes all associated administrative tasks such as agendas, meeting minutes, progress reports and providing required documentation to DCJS in a timely manner.						
Total				\$154,467.00	\$154,467.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	GIVE Assistant District Attorney	1	\$15,343.00	\$15,343.00	\$15,343.00	\$0.00
Justification: Fringe benefits for GIVE ADA position.						

2	SOS Focused Deterrence Program Director	1	\$9,764.00	\$9,764.00	\$9,764.00	\$0.00
Justification: The fringe figures for the SOS Director includes standard county employee medical plan, FICA, retirement, optical, and dental benefits.						
3	GIVE Senior Assistant District Attorney	1	\$27,794.00	\$27,794.00	\$27,794.00	\$0.00
Justification: Fringe benefits for Senior ADA position. NOTE: fringe amount for the Senior ADA is reduced due to waiving health insurance.						
Total				\$52,901.00	\$52,901.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Contract: John J Finn Institute for Public Safety - Research Partnership	1	\$22,510.00	\$22,510.00	\$22,510.00	\$0.00
Justification: 1. Assess and support fidelity to program models, including: (a) working with GIVE partners to identify key data indicators necessary for monitoring and evaluation of GIVE strategies, (b) monitoring program activities and operations, (c) gathering input from key project staff, (d) identifying challenges to implementation, and (e) describing compromises to fidelity. 2. Meet with the GIVE Task Force each month to present findings and discuss their practical implications. 3. Capacity building to assist GIVE partners' efforts to expand and formalize the system for intelligence sharing and identifying "key offenders", including: (a) identifying information sources, (b) assisting in organizational development planning, (c) organizing and supporting quarterly intelligence sharing sessions with selected law enforcement personnel to identify individuals driving gun-violence and to identify underlying factors driving the shootings and gun homicides. (d) collate information collected in each intelligence-gathering session to draw strategic implications for addressing shootings and gun homicides, and (e) work with GIVE partners to develop or refine shootings strategies. Products of Institute: 1. Written reports and/or presentations to describe implementation and effectiveness of GIVE strategies. 2. Spreadsheets containing information collected in each intelligence gathering session and written summaries of implications for strategy development and/or refinement.						
2	SOS Focused Deterrence Community Facilitators	1	\$2,400.00	\$2,400.00	\$2,400.00	\$0.00
Justification: The SOS Program Director, police and prosecutors, will be joined by key civilian members of the community from community organizers to clergy to reformed ex-offenders, making up the SOS Focused Deterrence Team for call-ins. In appreciation of the commitment required for call-ins to be successful and engage the community members with the most impact, we have proposed a stipend in the amount of \$50 for each call-in session, and budgeted for two community members per call-in, at an estimated frequency of every other week.						
3	Contract: John J Finn Institute for Public Safety-Crime Analyst	1	\$62,870.00	\$62,870.00	\$62,870.00	\$0.00
Justification: With a full-time gun crime analyst working on-site at the Utica Police Department, the Institute will continue to provide analysis, including: - improving the quality and quantity of gun and gang related data; - analysis of gun and gun-related activity, including, but not limited to, spatial analysis; - generating the "key offender" list; - preparing daily briefings for distribution to internal and external law enforcement personnel; - analysis to support performance management of GIVE strategies; - responding to ad hoc requests for information/intelligence that supports gun investigations and the work of the gun field intelligence officer; - collating and analyzing information from field contacts, arrest debriefings, and other sources to further understanding of shootings and gun crime; - other analysis in support of law enforcement efforts to address shootings; - presenting data at monthly GIVE task force meeting and monthly Law Enforcement Coalition meeting; and - analytical support to the on-site analyst.						
Total				\$87,780.00	\$87,780.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Wireless Surveillance Camera System Hardware, Infrastructure and Maintenance	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
Justification: Funds are for the expansion and upgrade of our existing surveillance camera system. Crime Analysis shows that gun crimes have migrated heavily to the west side of Utica and cameras will have the strongest deterrent effect and investigative utility in that area. A wireless site survey was conducted for the 12 locations crime analysis tells us cameras will be most effective and a detailed work plan and quote was provided (attached) for the necessary hardware, software and labor to complete the installation. The project requires not just a dozen additional cameras,						

but creation of a wireless point-to-multi-point connection as none exists in that sector of the city. Further, an upgraded server and storage capability is required to handle recording of the sizeable increase in incoming data. Recognizing this is a sizeable project, we have split the funding request into two equal phases to begin construction this year and finalize with an equal, second funding request next year.

Total	\$25,000.00	\$25,000.00	\$0.00
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#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	DCJS sponsored training and events	1	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00
Justification: Anticipated training and travel expenses for our GIVE ADAs to attend DCJS sponsored meetings and events. Additional funds to send crime analyst to a national analyst training conference to keep her on par with analysts at the crime analysis centers.						
Total				\$2,200.00	\$2,200.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$322,348.00	\$322,348.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$322,348.00	\$322,348.00	\$0.00

Award Contract**Project GIVE****Project No.****Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

- DCJS approval of non-competitive consultant.
- DCJS approval of non-competitive vendor for services.
- DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
- DCJS approval of change to Personal Services by more than 10 percent.
- DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
- DCJS approval to subaward to another organization.
- DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
- DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. **CONTRACT PAYMENTS:** Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

Award Contract

Project GIVE

Project No.**Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

APPENDIX D - Work Plan**Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement

Objective #1

The Oneida County District Attorney's Office will seek to decrease the incidence of shootings and homicides through enhanced investigations and vertical prosecutions.

Task #1 for Objective #1

The Oneida County District Attorney's Office will assign two ADAs to prosecute crimes targeted by the GIVE Initiative and to participate in GIVE strategy related groups/programs.

Performance Measure

- 1 Provide the personnel assigned note: include rank, name, and duties.
- 2 Provide the number of misdemeanor arrests prosecuted by prosecutors.
- 3 Provide the number of misdemeanor convictions obtained by prosecutors.
- 4 Provide the number of felony arrests prosecuted by prosecutors.
- 5 Provide the number of felony convictions obtained by prosecutors.
- 6 Provide the disposition of cases of Top Offenders or those arrested in Hot Spots.
- 7 Provide the number of warrants issued.
- 8 Provide a summary of community outreach efforts by the assigned personnel.
- 9 Provide the total number of indictments.
- 10 Detail the type(s) of sentencing (city, county, state, probation, etc.).
- 11 Provide a narrative summarizing the activity reflected in the Performance Measures.

Task #2 for Objective #1

OCDA will sub-contract with the John F. Finn Institute to support GIVE related activities and collect performance measures for the GIVE Initiative.

Performance Measure

- 1 Provide the personnel assigned note: include rank, name, and duties.
- 2 Conduct a statistical analysis of gun violence factors that contributing to risk prediction.
- 3 Determine the optimal weights for the factors noted above.
- 4 Compare to the outcomes from UPD data from 2013-2015.
- 5 Conduct a process and outcome evaluation of the Hot-Spot Policing strategy and submit a summary of the results to UPD, OCDA and DCJS.
- 6 Develop process indicators to describe implementation of each intervention.
- 7 Collect and distribute data monthly to Utica PD command staff on the fidelity of the implementation to the program design for all proposed strategies.

- 8 Provide the number and summary of the information collected during interviews with personnel regarding execution of interventions, obstacles, and feedback.
- 9 Provide DCJS with an assessment of the impacts of the various interventions employed by the Oneida County GIVE partnership.
- 10 Provide a brief narrative summarizing the activity reflected in the performance measures.
- 11 A copy of the sub-agreement with FINN Institute will be filed with DCJS upon execution.

Task #3 for Objective #1

OCDA will utilize a full-time crime analyst to continue the enhancement of the crime analysis capabilities and intelligence collection and distribution to the

Performance Measure

- 1 Provide the name and starting date of Crime Analyst.
- 2 Provide the number of routine analytical products.
- 3 Provide the number of requests for assistance from patrol level personnel.
- 4 Provide the number of requests for assistance from investigative level personnel.
- 5 Identify the number of projects pertaining to long term data collection and analysis of identified hot-spot locations.
- 6 Describe how the information provided by the crime analyst is being used with regard to command staff decision making.
- 7 Report to DCJS some of the findings of the analysis conducted by the crime analyst.
- 8 Provide a sample of crime analysis and mapping products that are developed and distributed with each quarterly report.
- 9 Notify DCJS of any changes of personnel.
- 10 Provide a brief narrative summarizing the activity reflected in the performance measures.
- 11 The Oneida County District Attorney's Office will vertically prosecute firearm related violent crime, as outlined in the GIVE comprehensive plan, and report on this activity in the quarterly progress reports to DCJS.

Objective #2

Reduce shootings and gun violence in the City of Utica by implementation of a Focused Deterrence strategy.

Task #1 for Objective #2

The grantee will undertake a group violence reduction strategy aimed at reducing gun violence in the City of Utica by creation of a "Save Our Streets" (SOS) Focused Deterrence Team, consisting of a Program Director and several key stakeholders in the community to conduct individual call-ins, group meetings, provide educational and informational sessions and further our procedural justice goal of engaging the community at large in community relations forums.

Performance Measure

- 1 Provide the name and start date of the SOS Focused Deterrence Program Director.
- 2 Identify members of the community who have agreed to serve as SOS Team members.
- 3 Provide the number of call-ins conducted by the SOS Team.
- 4 Provide the number of offender group meetings held.
- 5 Provide the number of informational and educational sessions held.
- 6 Provide the number of community relations forums held.
- 7 Provide a brief narrative summarizing the activity of the SOS Team.

Objective #3

Enhance the ability of UPD to reduce shootings/homicides through acquisition of equipment.

Task #1 for Objective #3

The grantee will purchase equipment identified in the budget to enhance the department's ability to eliminate shootings and homicides in the City of Utica. All equipment purchased must be clearly tied to the proposed strategy, and comply with all conditions set forth in the GIVE contract.

Performance Measure

- 1 The Grantee will follow the procurement processes required by DCJS for the purchase of equipment and/or software with grant funds.
- 2 Provide date(s) that equipment was ordered.
- 3 Indicate the date(s) of installation and location(s) of installed equipment.
- 4 Indicate the date a completed DCJS equipment inventory report form was submitted to DCJS.
- 5 During each quarter the equipment was operational, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

Objective #4

GIVE agencies are required to incorporate the theory of procedural justice into their overall strategy to reduce gun violence. Procedural justice is designed to improve police-community relations by ensuring interactions between law enforcement and individuals are fair; and that individuals who come in contact with the criminal justice system believe they are being treated equitably during those encounters.

Task #1 for Objective #4

Document how the Oneida County District Attorney's Office will incorporate Procedural Justice into the GIVE comprehensive plan.

Performance Measure

- 1 Include how procedural justice is effectively administered.
- 2 Include any Procedural Justice training received by the Oneida County District Attorney's Office.
- 3 Include how the Oneida County District Attorney's Office coordinates with other appropriate agencies to ensure Procedural Justice is implemented.
- 4 Include how the Oneida County District Attorney's Office coordinates with community partners and stakeholders to ensure Procedural Justice is implemented.
- 5 Include how a policy of Procedural Justice is used in conjunction with other gun violence reduction methods.
- 6 Provide a brief narrative summarizing how the use of Procedural Justice is impacting the comprehensive GIVE plan in Oneida County.

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period.

Award Contract**Project GIVE****Project No.****Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

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.

APPENDIX D - Special Conditions**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"

2. No materials, items or publications resulting from award activities associated with the GIVE Initiative grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

B. Programs:

1. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.

2. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

3. The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA.RIC) as appropriate.

4. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is

unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

B. Program: Cont'd

5. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form: <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

C. Funding: 1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.
4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

A. Publications:

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"

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All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

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8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

C. Funding: 1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

Supplemental GIVE Special Conditions - 3/21/2016

1. Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

2. By the 15th day of each month, participating police departments will provide Operation SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).

3. By the 15th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the Operation SNUG target area(s) and the entire city.

Supplemental GIVE Special Conditions - 3/21/2016

4. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the Operation SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract.

5. By the 15th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.

6. Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

7. Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Award Contract

Project GIVE

Project No.**Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

APPENDIX G

PROCEDURAL GUIDELINES FOR THE CONTROL OF SURVEILLANCE EQUIPMENT

1. PURPOSE

The purpose of these guidelines is to set forth the minimum requirements for insuring the security and control of surveillance equipment purchased or leased under the project.

2. SURVEILLANCE EQUIPMENT DEFINED

As used in these guidelines, Asurveillance equipment@ means, but is not limited to, any instrument or device used or primarily intended for use in:

- a) the surreptitious interception of aural communications; or
- b) the recording or re-recording of aural communications; or
- c) the surreptitious interception of direct frequency indicators.

Such equipment includes, but is not limited to, the following: tape recorders, including miniaturized tape recorders; microphones; induction coils; transmitters; video equipment; receivers; amplifiers; dial recorders; Atouch tone@ decoders; and vehicle tracking systems.

3. FACILITY FOR STORAGE, ISSUANCE, AND RETURN

The Grantee shall store surveillance equipment in as few facilities or locations as possible in order to centralize storage, issuance, and return of such equipment. Each facility or location must be a secure one.

4. INVENTORY CONTROL

The Grantee shall maintain a system of inventory control for all surveillance equipment by providing for identification of each item of equipment and maintaining a record of custody and location of each item at all times.

5. STORAGE OF EQUIPMENT

The grantee shall adopt procedures to assure that surveillance equipment which is not currently being used for official purposes is stored only at an authorized facility.

6. INSPECTION BY THE DIVISION OF CRIMINAL JUSTICE SERVICES

Authorized representatives of the Division of Criminal Justice Services may, at all reasonable times, inspect grant surveillance equipment, the facilities in which they are stored, and the records relating to inventory control.

Nothing contained herein shall authorize the inspection of records relating to surveillance equipment which identify the particular investigation in which such equipment has been or is being used.

Certified by - on

Award Contract**Project GIVE****Project No.****Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

Amendment created on - 04/21/2016

Prior Contract Terms

Contract Start Date - 07/01/2015

Contract End Date - 06/30/2016

Contract Amount - \$322,348.00

APPENDIX X

AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

Certified by - on

Award Contract

Project GIVE

Project No.**Grantee Name**

GV15-1055-D01

Oneida County

09/20/2016

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:
REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractors demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
4. The Contractors EEO policy statement shall include the following, or similar, language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract

cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be

payable if Director renders a decision in favor of the DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in

such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract. .

VER5/13/13

Certified by - on

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

November 2, 2016

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

2017-016
HHS
WTM

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Office of Children and Family Services in the amount of \$230,297.00. These funds will be used to support Day Care Registration and inspection. This Grant has a Contract period of January 1, 2017 through December 31, 2017.

This grant provides funding for the program that will recommend registration/and renewal for those individuals satisfactorily completing a Family Day Care initial or renewal application. The program will provide technical assistance to potential and current providers regarding application and regulations and will provide regularly scheduled orientation throughout Oneida County. The program will provide inspections and investigations on registered homes in response to a complaint, will respond to requests by providers for additional school-age children or for failure to meet training requirements. Random annual inspections will be completed for 50% of existing providers. The program will also provide a response to complaints on non-regulated child care providers. The program includes performance standards for initial registrations, renewal registrations, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

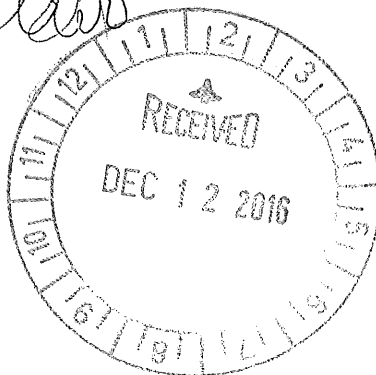
I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment



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

Anthony J. Picente, Jr.
County Executive

Date 3/12/16

#29203

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other _____ **Grant** _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: New York State Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Day Care Registration

Proposed Dates of Operations: January 1, 2017 through December 31, 2017

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This is the mechanism by which NY State OCFS funds registration and inspection of child day care providers in the County.

The program will recommend registration/and renewal for those individuals satisfactorily completing a Family Day Care initial or renewal application. The program will provide technical assistance to potential and current providers regarding application and regulations and will provide regularly scheduled orientation throughout Oneida County. The program will provide inspections and investigations on registered homes in response to a complaint, will respond to requests by providers for additional school-age children or for failure to meet training requirements. Random annual inspections will be completed for 50% of existing providers. The program will also provide a response to complaints on non-regulated child care providers. The program includes performance standards for initial registrations, renewal registrations, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

2). Program/Service Objectives and Outcomes

- To increase the number of Registered Family Day Care & School-Age Day Care homes throughout Oneida County and to ensure, through the Inspection process, that they meet the standards set forth in the NYS Regulations.
- Performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

3). Program Design and Staffing Level -

Total Grant Amount: \$230,297.00

Acct: A4655

Mandated or Non-Mandated: Mandated

Oneida County Dept. Funding Recommendation: 100% of funds through New York State Office of Children and Family Services

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	100%
State	0%
County	0%

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000

MOU: 2315

Period: 1/01/2017 to 12/31/2017

Funding Amount for Period \$230,297.00

This MOU is funded with non-Federal funds only

This MOU is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information)

OCFS has determined that the Contractor is NOT a sub recipient

OCFS has determined that the Contractor is a sub recipient

The Federal Funds for this contract are from CFDA Number(s): 93-575

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and Oneida County Department of Social Services (hereinafter referred to as the CONTRACTOR), for modification of MOU 2315, as amended in attached Appendix(ices) C, C-1, and D.

All other provisions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE	STATE AGENCY
Contractor: <u>Oneida County Department of Social Services</u>	Office of Children and Family Services
By:	By:
Printed Name:	Printed Name: Derek J. Holtzclaw
Title:	Title: Associate Commissioner Financial Management
Date:	Date:
	<u>State Agency Certification</u> "In addition to the acceptance of this mou, I also certify that original copies of this signature page will be attached to all other exact copies of this mou."

MUNICIPAL CORPORATION:

STATE OF NEW YORK

SS.:

County of _____)

On the _____ day of _____, 20_____, before me personally appeared _____,
to me known, who being by me duly sworn, did depose and say that he/she resides at
_____, that he/she is the _____,
of the _____, the municipal corporation described herein which
executed the foregoing instrument; and that he/she signed his/her name thereto by order of the
governing board of said municipal corporation.

(Notary)

My Commission expires: _____

APPENDIX D

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
DIVISION OF CHILD CARE SERVICES

1. PROJECT TITLE : REGISTRATION
 2. TYPE OF APPLICATION: NEW CONTINUATION AMENDMENT
 3. AMOUNT OF FUNDS REQUESTED: \$ 230,297.00
 4. PROJECT PERIOD: 1/01/17 to 12/31/17
 5. ORGANIZATIONAL NAME & ADDRESS:
Oneida County Department of Social Services
800 Park Ave.
Utica, New York 13501 Tel #: (315) - 798 - 5733
 6. CONTACT NAME: Tamatha Stoetzner
TITLE: Director of Administrative Services
PHONE: (315) 798-5260
E-MAIL ADDRESS: TStoetzner@ocgov.net
 7. **INDIVIDUAL(S) AUTHORIZED TO SIGN FOR APPLICANT:**
PRIMARY NAME: Lucille Soldato PHONE# (315)798-5733
PRIMARY TITLE: Commissioner
SECONDARY NAME: Anthony J. Picente, Jr. PHONE# ()
SECONDARY TITLE: Oneida County Executive
 8. **NAME OF PROJECT DIRECTOR:** Philip Martini
TITLE: Caseworker Supervisor Grade A
PHONE: (315) 798-5839
LOCATION ADDRESS: 209 Elizabeth Street, Utica, New York 13501
E-MAIL ADDRESS: Philip.martini@dfa.state.ny.us
 9. **INDIVIDUAL TO WHOM PAYMENT SHOULD BE DIRECTED:**
NAME: Tamatha Stoetzner
TITLE: Director of Administrative Services
PHONE: (315) 798-5260
LOCATION ADDRESS: 800 Park Avenue, Utica, New York 13501
E-MAIL ADDRESS: tstoetzner@ocgov.net
- A. MUNICIPALITY NUMBER : 300100000
B. CHARITABLE REGISTRATION NUMBER: Exempt
C. DUNS# 075814186

10. Agreement:

It is understood and agreed to by the applicant that: (1) Funds granted for this project will be used only for the conduct of the project as approved. (2) the grant may be terminated in whole, or in part, by the Office. Such termination shall not affect obligations incurred under grant prior to the effective date of such termination. (3) When funds are advanced, any unexpended balance at the end of the approval period will be returned. (4) Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. (5) Progress reports will be submitted as required by the Office. The final program and financial reports will be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Office for audit purposes. (6) All reports of investigations, studies, publications, etc. made as a result of this proposal will acknowledge the support provided by Office. (7) All personal information concerning individuals served or studies conducted under the project is confidential and such information may not be disclosed to unauthorized persons. (8) The Office reserves a royalty free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the grant is received.

Signature of Official Authorized to Sign for Applicant

Date

Lucille A. Soldato, Commissioner

Name and Title (typed)

PROJECT SUMMARY

Oneida County Department of Social Services will utilize a subcontractor to conduct the Day Care Registration and Inspection services. The program will recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regularly scheduled orientation throughout Oneida County. Program will complete an inspection/investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 50% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Family and School- Age Child Care registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data

from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care and School Age Child Care programs and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirement

The Contractor will process and resolve completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid-Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care and School Age Child Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for the Mid-Point Requirement for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications

is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will also include a review of other documentation to determine whether: registration staff have participated in training as required by the Office related to the performance of registration/licensing (where licensing applicable) duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing (where licensing applicable) case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Approved Staffing Plan

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office and is maintained during the quarter. In addition, the Office's respective DCCS Regional Office Manager and Local Department of Social Services is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS and Local Department of Social Services with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

Appendix C-1
Standard Performance Levels
Payment Schedule

CONTRACTOR Name: Oneida County Department of Social Services

CONTRACT Period: 01/01/17 to 12/31/17

\$57,574.25, per quarter will be paid to the Contractor, for a maximum of four (4) quarters, not to exceed the Maximum Funding Amount for the contract period of \$230,297.00, for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Appendix C-1. A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether a Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office's Project Officer for the number of achieved standard performance level, as defined in Appendix C-1. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Contractor in writing of the Office's approval of any such waiver request, or shall notify the Contractor of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process and resolve initial registration/licensing applications within 90 days of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Group Family Day Care licenses will include a renewal

inspection of the Group Family Day Care. The renewals of Family and School- Age Child Care registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level –Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – 50% Inspections

The Contractor will conduct one quarter of the required number of annual 50% inspections for Family Day Care and School Age Child Care programs and complete all required documentation. The Quarterly Standard Performance Level for 50% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 50% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirement

The Contractor will process and resolve completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid- Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care, Group Day Care and School Age Child Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for Mid-Point inspections for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review.

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The Contractor shall not revise or alter OCFS policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirement, 50% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications is given to providers and parents, where applicable, within the required time frames, this includes issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation.

The management review will also include a review of other documentation to determine whether: identified registration staff have participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. Not less than annually, the contractor will report to OCFS the evidence risk based assessment outcomes for identified programs, if applicable. In addition, the contractor will participate in OCFS Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The approved quarterly registration/licensing case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld. The Quarterly Standard Performance Level for applying accurately required Office policies, procedures and regulation is 100%. If at least 100% of OCFS mandated procedures are not completed pursuant to all policy and procedures, 2% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Approved Staffing Plan

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office and is maintained during the quarter. In addition, the

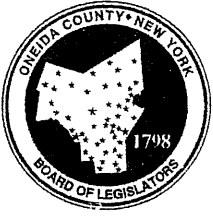
Office's respective DCCS Regional Office Manager is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than five months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

DESIGNATED PAYMENT OFFICE

Program Office: Program Development

Program Area: Division of Child Care Services/ Appropriate Regional Offices

Address: 52 Washington Street
3 South Building, Room 309
Rensselaer, New York 12144



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

December 20, 2016

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

FN 20 17-17

READ & FILED

Honorable Members:

Pursuant to Article 25AA, Section 302, and by recommendation of the Farmland Protection Board (FPB), I hereby make the following appointments to the Farmland Protection Board. All appointments will be effective immediately.

The FPB recommended the reappointments of **Brymer Humphreys**, 8661 Tibbits Rd, New Hartford, NY 13413, representing the farm community, **Thomas Cassidy**, P.O. Box 353, Barneveld, NY 13304, representing the farm community and **Paul Snider**, 7221 Quaker Hill Rd., Ava, NY 13303, representing organization dedicated to agricultural land protection.. These appointments will be effectively immediately for a term of 4 years, terms expiring December 31, 2020.

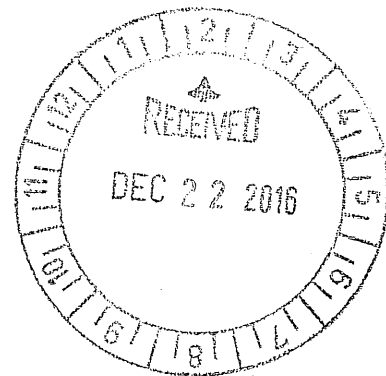
I recommend **Brian Mandryck** of 9245 Sly Hill Rd., NY 13303 to serve as the Legislative representative to this Board with a term to expire December 31, 2017.

These appointments do not require Board of Legislators approval.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:cd
Cc: Appointees





David L. Mathis
Director, Workforce Development

Anthony J. Picente, Jr.
Oneida County Executive

Sept. 1, 2016

FN 20 17-018

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Attached for your approval are five (5) copies of an extension for Grant Award Contract (RE15-1019-E01) from the New York State Division of Criminal Justice Services (DCJS) to once again fund the local Re-Entry Task Force.

The current Grant Award expired as of June 30, 2016, this extension Agreement will run from July 1, 2015 to September 30, 2016, for an additional \$28,560 making a new contract total of \$142,800. It is completely funded by the New York State Division of Criminal Justice Services. The money for this program originates from a Re-Entry Task Force Enhancement Grant and its goal is to expand services to returning offenders and parolees. As in past years, this will continue to be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems.

The attached five (5) copies of the Division of Criminal Justice Services Project Award Documents represent the contractual mechanism by which the actual grant money is transferred.

No Oneida County tax dollars will be used to cover the costs of administering the local Re-Entry Task Force through this Grant Award.

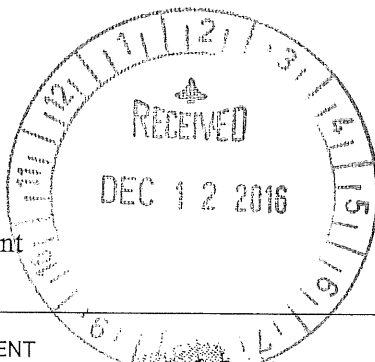
Approval of the Oneida County Board of Legislators is required for you to sign the Grant Award Documents.

Upon approval of the Board of Legislators, please sign and date the attached copies of the Grant Award Documents where indicated, and return them to Russ Davis of my staff (ext. 5529). **Please note that your electronic signature will also be required in order to secure the grant funds.**

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

Sincerely yours,

David L. Mathis, Director
Oneida County Workforce Development

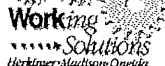


Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/12/16

ONEIDA COUNTY WORKFORCE DEVELOPMENT
209 Elizabeth Street, Utica, NY 13501
315-798-5908
e-mail: dmathis@ocgov.net



"We are an equal opportunity employer/program.
Auxiliary aids and services are available upon
request to individuals with disabilities"

Oneida Co. Department: Workforce Development

Competing Proposal
Only Respondent
Sole Source RFP
Competitive Grant

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: New York State Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210

Title of Activity or Service: Local Re-Entry Task Force Initiative

Proposed Dates of Operation: July 1, 2016 to Sept. 30, 2016

Client Population/Number to Be Served: 179 Moderate to High Risk and/or Special Population formerly-incarcerated individuals.

Summary Statements

1) Narrative Description of Proposed Services: The goal of New York State's Re-Entry strategy is to reduce recidivism and promote community safety. Additional goals are as follows: 1. To help individuals returning from prison to the community, to assess and address their criminogenic needs and provide linkages to services which will reduce their criminality and increase public safety; 2. To coordinate a system of resources and services necessary to address the criminogenic and stabilization needs of formerly incarcerated individuals; 3. To build support for re-entry as a public safety initiative through public education initiatives.

2) Program/Service Objectives and Outcomes: Intake, assess and hold the first case conference for 143 Moderate to High Risk and/or Special Population formerly-incarcerated individuals.

3) Program Design and Staffing: The program is currently staffed by one (1) Coordinator and one (1) part-time Community Liaison. Linkage is provided to local Re-Entry Task Force.

The Re-Entry Task Force receives referrals from the NYS Department of Corrections and Community Supervision (DOCCS), screens individuals for eligibility, determines each individual's service needs, reviews cases with DOCCS and Parole, and develops appropriate service plans and refers individuals to appropriate services.

Total Funding Requested: \$142,800. The original contract was for \$114,240. The extension is for \$28,560, bringing the total cost of the contract to \$142,800.

Account # Revenue: J3764

Oneida County Dept. Funding Recommendation: Oneida County Workforce Development recommends acceptance of NYS Dept. of Criminal Justice Services grant to fund Local Re-Entry Task Force initiative.

Proposed Funding Sources (Federal \$/ State \$/ County \$): 100% State - NYS Dept. of Criminal Justice Services Grant totaling \$142,800.

Cost per Client Serviced: \$797.76, based on proposed intake of 179 individuals

Past Performance Data:

For the period July 1, 2015 to June 30, 2016:

- **Objective:** The Oneida County Re-Entry Program proposed to serve a minimum of 143 formerly-incarcerated individuals, at least 96 of which must be “Moderate to High Risk and/or Special Population Individuals.”
Result: 134 individuals served
- **Objective:** The Oneida County Re-Entry Program proposed to serve individuals in obtaining housing that is conducive to maintaining a law abiding lifestyle (i.e., parole stabilization housing, residential treatment and halfway house).
Result: 72 individuals referred to or provided housing services; 64 individuals obtained housing.
- **Objective:** The Oneida County Re-Entry Program proposed to serve individuals in obtaining employment or employment programs/services (i.e., One Stop Center, Department of Labor, ACCES, transitional employment, temp agency).
Result: 109 individuals referred to or provided employment programs and/or services; 40 individuals obtained full-time employment; 47 individuals obtained part-time employment.
- **Objective:** The Oneida County Re-Entry Program proposed to serve individuals in pursuing education and vocational services (i.e., GED training program, educational program, or vocational training program).
Result: 50 individuals attended a GED, educational, or vocational program
- **Objective:** Social Services Assistance: The Oneida County Re-Entry Program proposed to serve individuals in obtaining social services (i.e., SSI, SSD, Food Stamps, Medicaid, TANF).
Result: 145 individuals were referred for social service benefits; 134 individuals obtained social service benefits.

- Objective: Treatment: The Oneida County Re-Entry Program proposed to serve individuals in obtaining treatment (i.e., Substance Abuse treatment, Mental Health treatment, and Sex Offender treatment).
Result: 121 individuals were referred to or provided with treatment; 108 individuals received treatment.
- Objective: Domestic Violence/Offender Accountability: The Oneida County Re-Entry Program proposed to serve individuals in receiving Domestic Violence/Offender Accountability program treatment.
Result: 19 individuals were referred for domestic violence treatment; 14 individuals were enrolled in treatment.
- Objective: Cognitive Behavioral Intervention (CBI) Programs: The Oneida County Re-Entry Program proposed to serve individuals in obtaining cognitive behavioral intervention programs.
Result: 42 individuals referred for treatment; 31 individuals enrolled in treatment.
- Objective: Mentoring Services: The Oneida County Re-Entry Program proposed to serve individuals in obtaining mentoring services.
Result: 8 individuals referred to mentoring services; 8 individuals enrolled in mentoring services.

Additional results during the July 1, 2014 to June 30, 2015 period:

- 8 Low-Risk individuals were referred to services
- 8 Walk-ins were referred to services
- 10 Low-Risk individuals were referred to housing services
- 15 Low-Risk individuals were referred to employment or vocational services
- 14 Low-Risk individuals were referred to social services
- 12 Low-Risk individuals were referred to treatment services
- 3 Low-Risk individuals were referred to domestic violence/offender accountability programs.
- 7 Low-Risk individuals were referred to cognitive behavioral intervention programs
- 3 Low-Risk individuals were referred to mentoring services

O.C. Department Staff Comments

This program was funded at \$114,240 during the period July 1, 2014 to June 30, 2015.
 This program was funded at \$114,240 during the period July 1, 2013 to June 30, 2014.
 This program was funded at \$114,240 during the period July 1, 2012 to June 30, 2013.
 This program was funded at \$161,300 during the period July 1, 2011 to June 30, 2012.
 This program was funded at \$175,100 during the period July 1, 2010 to June 30, 2011.
 This program was funded at \$224,332 during the period July 1, 2009 to June 30, 2010.

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C523845 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p>TYPE OF PROGRAMS: Reentry Task Forces and Enhanced Services DCJS NUMBERS: RE15523845 RE16523845 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 07/01/2015 TO 09/30/2016 FUNDING AMOUNT FROM INITIAL PERIOD: \$142,800.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: [Redacted Box] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <p style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </p>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <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 type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify) <p>Appendix B1 Program Performance Milestones & Costs and Appendix M</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p>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".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE15-1019-E01

Oneida County

08/30/2016

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, 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.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE15-1019-E01

Oneida County

08/30/2016

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	RE16- Oneida County Reentry Taskforce - 7/1/16 - 9/30/16 - Based on maximum state reimbursement amount in Appendix B-1	1	\$28,560.00	\$28,560.00	\$28,560.00	\$0.00
Justification: See attached Appendix B-1, Program Performance Milestones and costs.						
Total				\$28,560.00	\$28,560.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$28,560.00	\$28,560.00	\$0.00

Oneida Co. Office of Workforce Development

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$28,560.00	\$28,560.00	\$0.00



**Division of Criminal
Justice Services**

APPENDIX B-1

Program Performance Milestones and Costs

Grantee: Oneida County Workforce Development
 Program: Oneida County Re-Entry Task Force
 Contract No. C523845
 Budget Term: 7/1/16 - 9/30/16

BUDGET CATEGORIES	OPERATING BUDGET	PERFORMANCE MILESTONES	ANNUAL MILESTONE TARGET	STATE REIMBURSEMENT RATE	TOTAL STATE REIMBURSEMENT
Personal Services		Intake/Assessment	36	\$ 400.00	\$ 14,400.00
Fringe Benefits		45 Day Retention	27	\$ 400.00	\$ 10,800.00
Consultant Services		Enroll/Engage individuals into an approved CBI and/or employment readiness program	10	\$ 200.00	\$ 2,000.00
Equipment		Individuals complete an approved CBI and/or employment readiness program	5	\$ 272.00	\$ 1,360.00
Supplies					
Travel and Subsistence					
Rental of Facilities					
Alterations and Renovations					
All Other Expenses	\$ 28,560.00				
Total Operating Budget	\$ 28,560.00				
Maximum State Reimbursement	\$ 28,560.00				
		Total			\$ 28,560.00

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE15-1019-E01

Oneida County

08/30/2016

APPENDIX D - Work Plan

Goal

The goals of the statewide plan for CRTF programs are as follows:

- to reduce offender recidivism and increase public safety;
- to maintain a county-based service delivery system that addresses criminogenic and stabilization needs of moderate to high-risk persons and special populations release from prison;
- to provide cognitive behavioral interventions (CBIs) and/or employment readiness services to 30 percent of the CRTF intakes statewide during the period: 7/1/16 - 9/30/16.

Objective #1

Track I Intakes:

Intake, assess and hold the first case conference for 36 Track I individuals.

Task #1 for Objective #1

The following tasks are associated with this objective:

Participants will be moderate to high-risk and/or special population individuals (referred to as Track I.)

Each CRTF will receive Track I referrals from DOCCS;

- screen individuals for eligibility,
- determine each individual's service needs,
- conference cases with DOCCS (Parole),
- develop a service plan,
- and refer individuals to appropriate services.

Case file documentation:

Maintain case files for each participation to include:

- documentation of contact,
- case conferences,
- referrals and services provided, as described above.

Performance Measure

1 The number of Track I intakes completed.

Objective #2

45-day retention (75% of total Track I intakes):

27 individuals reach 45 day retention point.

Task #1 for Objective #2

Record the number of individuals who are actively involved and receiving one or more of the following services, based on assessed stabilization needs. The number to be reported is the number reaching the 45-day retention point.

- Housing: The CRTF shall assist individuals in obtaining housing that is conducive to maintaining a law abiding lifestyle (i.e., parole stabilization housing, residential treatment, halfway house, and private residence).
- Employment: The CRTF shall assist individuals in obtaining employment or employment programs/services (i.e., One Stop Center, Department of Labor, ACCES/Vocational Rehabilitation (VR), transitional employment, temp agency).

- Education: The CRTF shall assist individuals in pursuing education and vocational services (i.e., GED training program educational program or vocational training program).
- Social Services Assistance: The CRTF shall assist individuals in obtaining social services (i.e., SSI, SSD, food stamps, Medicaid and TANF).
- Treatment: The CRTF shall assist individuals in obtaining treatment (i.e., chemical dependency treatment, mental health treatment and sex offender treatment).
- Offender Accountability: The CRTF shall assist individuals in receiving offender accountability programming.
- Cognitive Behavioral Intervention (CBI) Programs: The CRTF shall assist individuals in obtaining CBI programs that are approved by DCJS.
- Mentoring Services: The CRTF shall assist individuals in obtaining mentoring services.
- Health Homes: The CRTF shall assist individuals to access health care managers who are available to provide access to health care services and support.

Case file documentation:

Maintain case files for each participant to include:

- documentation of contacts,
- referrals and services provided, as described above.

Performance Measure

- 1 The number of individuals who are actively involved and receiving services at the 45 day point based on assessed needs.

Objective #3

Enroll 10 Track I individuals into an approved Cognitive-Behavioral Intervention (CBI) and/or employment readiness programs.

- Approved programs include T4C, MRT, and RSWI Program or any other program approved by DCJS.

Task #1 for Objective #3

The following tasks are associated with this objective:

- Assist individuals to support their initial engagement in an approved CBI and/or employment readiness program.
- Monitor the attendance and achievement of participants enrolled in an approved CBI and/or employment readiness program.

Case file documentation:

- Maintain attendance sheets with dates/times and participants' sign-ins for each CBI or other approved DCJS program.
- CBI rosters and Ready, Set, Work! Rosters will also be submitted to DCJS, as instructed.

Performance Measure

- 1 The number of individuals who are enrolled/engaged in an approved CBI and/or employment readiness program.

Objective #4

5 Track I-eligible individuals: (50% of those enrolled in CBI and/or employment readiness) who complete the designated program.

- Enrollees must complete the required number of modules for the specific program to be eligible for this milestone reimbursement.

Task #1 for Objective #4

The following tasks are associated with this objective:

- Assist individuals to support their continued engagement in an approved CBI and/or employment readiness program.
- Monitor the attendance, achievement and completion of an approved CBI and/or employment readiness program by participants.

Case file documentation:

- Maintain attendance sheets with dates/times and participants' sign-ins for each CBI or other approved DCJS program.
- CBI rosters and Ready, Set, Work! Rosters will also be submitted to DCJS, as instructed.

Performance Measure

- 1 The number of individuals who complete all required modules of an approved CBI and/or employment readiness program.

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals. Submission of various DCJS MWBE forms are required.

Performance Measure

1. Submission of DCJS 3300: Local Assistance MWBE Equal Opportunity Staffing Plan. ***[For contracts that are \$250,000 and over].**
2. Submission of DCJS 3309: Local Assistance MWBE Non Personnel Service Determination Worksheet.
- 1 3. Submission of DCJS 3301: Local Assistance MWBE Subcontractor-Supplier Utilization Proposal Form.
4. Identify if you are on target to meet the established Minority and Women Business Enterprise spending goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE15-1019-E01

Oneida County

08/30/2016

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.

APPENDIX D - Special Conditions**Special Conditions - ReEntry****A. PROGRAM SERVICES**

1. 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.
2. The CONTRACTOR shall provide, case specific data as called for and delineated by DCJS. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.
3. The CONTRACTOR agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to the DCJS Office of Program Development and Funding, OPDF, the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
4. Strategy Special Conditions: The CONTRACTOR agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to County Reentry Task Force, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.
5. The CONTRACTOR must work towards the development of a comprehensive array of Reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The CONTRACTOR shall review all services proposed by sub-contractors for compliance with evidence-based practice as defined by the Transition from Prison to the Community model and New York State's adaptation of that model (NYTPC).

In addition to services designed to meet the basic survival needs of returning persons, the CONTRACTOR must ensure that the county's network of services included those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, Thinking for a Change and Offender Workforce Development Specialist Programming that can be evaluated as part of the contract with the Contractor/grantee.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability for 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, 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.

C. 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.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. 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 any necessary reporting documentation in a timely manner. 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. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions.

Program progress reports and vouchers with fiscal documentation will be due on the last day of the month following the end of each calendar quarter. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

In addition to the four (4) required quarterly progress reports that are referenced in Appendix A-1, the CONTRACTOR may be required to submit additional program data or information in accordance with timeframes and procedures established by DCJS.

Counties opting to subcontract with a not-for-profit agency for the services of a County Reentry Coordinator and/or Enhanced Services must follow the jurisdiction's procurement process for such services and maintain the records for obtaining these services on file.

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.

3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:

**NYS Division of Criminal Justice Services
Office of Finance
80 South Swan Street
Albany, NY 12210**

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

6. The CONTRACTOR agrees that these grant funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Special Conditions - ReEntry

A. PROGRAM SERVICES

1. 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.

2. The CONTRACTOR shall provide, case specific data as called for and delineated by DCJS. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

3. The CONTRACTOR agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to the DCJS Office of Program Development and Funding, OPDF, the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating

circumstances.

4. Strategy Special Conditions: The CONTRACTOR agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to County Reentry Task Force, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

5. The CONTRACTOR must work towards the development of a comprehensive array of Reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The CONTRACTOR shall review all services proposed by sub-contractors for compliance with evidence-based practice as defined by the Transition from Prison to the Community model and New York State's adaptation of that model (NYTPC).

In addition to services designed to meet the basic survival needs of returning persons, the CONTRACTOR must ensure that the county's network of services included those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, Thinking for a Change and Offender Workforce Development Specialist Programming that can be evaluated as part of the contract with the Contractor/grantee.

6. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS' Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability for 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, 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.

C. 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.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. 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 any necessary reporting documentation in a timely manner. 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. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions.

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In addition to the four (4) required quarterly progress reports that are referenced in Appendix A-1, the CONTRACTOR may be required to submit additional program data or information in accordance with timeframes and procedures established by DCJS.

Counties opting to subcontract with a not-for-profit agency for the services of a County Reentry Coordinator and/or Enhanced Services must follow the jurisdiction's procurement process for such services and maintain the records for obtaining these services on file.

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.

3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:

**NYS Division of Criminal Justice Services
Office of Finance
80 South Swan Street
Albany, NY 12210**

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

6. The CONTRACTOR agrees that these grant funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE15-1019-E01

Oneida County

08/30/2016

Amendment created on - 05/31/2016

Prior Contract Terms

Contract Start Date - 07/01/2015

Contract End Date - 06/30/2016

Contract Amount - \$114,240.00

APPENDIX X**AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

Certified by - on

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

October 11, 2016

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

FN 20 17 019

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Purchase of Services Agreement with the City of Utica \ provides one full-time Law Enforcement Coordinator specially trained in Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Child Advocacy Center and act as the liaison between the Center and their respective agencies.

The Child Advocacy Center has been in operation since 1990. The Center is comprised of a multidisciplinary team which includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

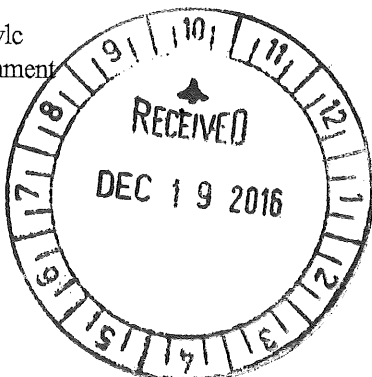
This Agreement is scheduled to become effective January 1, 2017 and expire on December 31, 2017. The total cost is \$118,284.64, with a local share of \$59,141.64.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

LAS/vlc
Attachment



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


Anthony J. Picente, Jr.
County Executive

Date 10/16/16

19001

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: City of Utica
1 Kennedy Plaza
Utica, New York 13502

Title of Activity or Services: Child Advocacy Center Law Enforcement Coordinator

Proposed Dates of Operations: January 1, 2017 – December 31, 2017

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

A multidisciplinary team which provides on-site law enforcement, caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of child sexual abuse. The contract allows for one (1) Police Officer from the City of Utica Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes:

The City of Utica Police Department provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers, as well as counseling and advocacy;
- Provide a coordinated approach to reported child sexual abuse cases that are indicated, prosecuted, and convicted;
- Decrease the number of interviews with the child and reduce the level of trauma to the child victim and secondary victims.

3). Program Design and Staffing Level:

One (1) full-time Law Enforcement Coordinator, provided by the City of Utica Police Department, who will work with a multidisciplinary team consisting of an additional:

- Two (2) part-time Law Enforcement Coordinators provided by the Oneida County Sheriff's Office;
- One (1) full-time Law Enforcement Coordinator provided by the Rome Police Department;
- One Child Advocacy Administrator provided by the Oneida County Sheriff's

Office.

Total Funding Requested: \$118,284.64

Oneida County Dept. Funding Recommendation: Account # A6011.49537

Mandated or Non-mandated Service: Mandated

Proposed Funding Source (Federal \$ /State \$ /County \$):

Federal	\$	0
State	\$	59,143.00
County	\$	59,141.64

Cost Per Client Served:

Past Performance Served: The Department has had a contract with the City of Utica as part of the Child Advocacy Center since 1990. The Department's total cost of this contract was \$107,613.77 for 2016.

O.C. Department Staff Comments: The Department is satisfied with the provider's services.

AGREEMENT

THIS AGREEMENT, made and entered in to by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the County), through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the Department), and The City of Utica, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 1 Kennedy Plaza, Utica, New York 135025, through its Police Department located at 413 Oriskany Street West, Utica, New York 13502 (hereinafter referred to as the Contractor).

WHEREAS, the County and the Department have need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse; and

WHEREAS, the County and the Department have received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the Department is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Utica Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, the Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017.
2. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely to the CAC for forty (40) hours per week.

2. The LEC shall facilitate and assist the CAC in their criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the DA's Office in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
 - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
 - i. Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases;
 - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
 - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
 - B. Act as a liaison between the CAC, the DA's Office (DA), the Department, and various law enforcement agencies in matters relating to MDT cases:
 - i. Develop and maintain professional, working relationships with all County agencies;
 - ii. Confer with police agencies about the status of a criminal investigation of an MDT child abuse case;
 - iii. Confer with the DA regarding the status of MDT case prosecution; and
 - iv. Work with partner agencies to resolve issues involving the criminal aspect of an MDT child abuse case.
 - C. Keep current on issues relevant to position and take part in training opportunities when able at the Contractor's discretion.
 - D. Work collaboratively with other CAC staff and MDT members.
 - E. Compile and keep current a list of contact information for local police agencies and team members.

- F. Perform all duties with sensitivity to the confidential nature of an MDT child abuse case.

- G. Contractor agrees that the Police Officer assigned to the role of LEC as part of the CAC, shall:
 - i. Investigate allegations of the sexual abuse of children;
 - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
 - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
 - iv. Gather and process evidence on cases assigned to Police Officer;
 - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
 - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill their duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
 - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement as deemed appropriate by the Contractor.

- H. The Parties hereto agree to work together to meet the following goals:
 - i. Maintain a multidisciplinary team consisting of experienced and trained personnel from Child Protective Services, law enforcement, medical providers, Rape Crisis, and the DA's office;
 - ii. Increase the percentage of reported child sexual abuse cases that are indicted, prosecuted and convicted;
 - iii. Decrease the number of necessary interviews with the child victim;
 - iv. Decrease the level of trauma to the child victims and secondary victims;
 - v. Maintain a child-oriented interview setting;
 - vi. Maintain accurate records of reports, arrests, prosecutions, and convictions;
 - vii. Provide on-going training; and
 - viii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

III. PERFORMANCE OF SERVICES

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

same.

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

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. Neither the Contractor, nor its employees or subcontractors, shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees and subcontractors, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Neither the Contractor, nor its employees or subcontractors shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
3. Contractor acknowledges and agrees that neither Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.
4. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor, or its employees or subcontractors, under this Agreement, and for compliance with all applicable labor and employment requirements, and with respect to the employees or subcontractors, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference,

discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

V. EXPENSES

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

VI. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings which allow an officer to work in the CAC. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow an officer to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

VII. REIMBURSEMENT

1. The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. Certified copies of the assigned Investigator's official time sheets will be attached to said vouchers. Any other documentation required by the Department to show the actual cost incurred by the Contractor shall be provided.
2. The Department shall reimburse the Contractor one hundred percent (100%) of the cost for the services of the aforesaid police officer. The Contractor has represented to the County that the total annual cost of the officer to the Contractor is \$118,284.64. The County shall reimburse the Contractor one hundred percent (100%) of the actual costs as represented herein, and said reimbursement shall not exceed \$118,284.64 for the duration of this Agreement. Any actual cost incurred by the Contractor above and beyond \$118,284.64 shall be the sole responsibility of the Contractor.
3. Any time spent by the assigned officer relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the investigator without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;

5. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the police officer to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the Department, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor one hundred percent (100%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. The Contractor may satisfy these requirements by proof of self insurance.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
 - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
 - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including and deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these addition insured's shall include completed operations;
 - b. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
 - c. Professional Law Enforcement Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual

aggregate.

d. Workers Compensation and Employers Liability;

i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Professional Law Enforcement Liability or Workers Compensation maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and it's sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Provider shall provide all authorized representatives of the County, the Department and the State or federal government with full access to all records relating to the Provider's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

XII. ENTIRE AGREEMENT

1. The Contractor and the Department agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement.
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.
4. Said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.
5. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

XIII. ADVICE OF COUNSEL:

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

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., Oneida County Executive

Approved: _____

Amanda Lynn Cortese, Special Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 12/9/16

City of Utica: _____

Robert M. Palmieri, Mayor

APPENDIX A

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

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

- calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
 - *(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted

contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

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

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

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

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

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

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

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

his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

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

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

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

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

Office Services

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

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term

“litigation” shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its

staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

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

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

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

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

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

prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the

Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the

Department identifies any of the following issues:

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

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

ADDITIONAL ASSURANCES

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

libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

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

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

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

Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

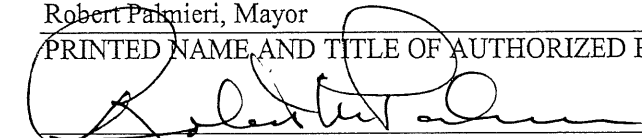
As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

City of Utica

NAME OF CONTRACTED AGENCY

Robert Palmieri, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

12/9/16
DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2017 between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

1. The Contractor certifies that it and its principals:

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

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

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

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

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

b. Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any

such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

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

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: publichealth@ocgov.net

December 12, 2016

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

FN 20 17 - 020

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Pursuant to Section 4410 of Education Law, all allowable and reasonable CPSE administrative costs will be reimbursed by the county in which the school district's Preschool Students with a Disability reside. The State Education Department then reimburses the county 59.5% of those CPSE costs paid to school districts pursuant to Section 4410.

CPSE administration costs for school year 2014-15 exceeded 2016 budgeted amount due to an increase in the number of students identified as Preschool Students with a Disability. Outstanding approved costs per students in some school districts increased as well. As a result, we will need additional funds in that account to cover this expense.

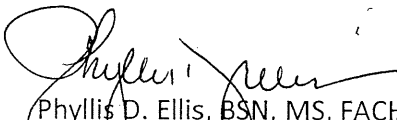
We are, therefore, requesting the following transfer for the 2016 fiscal year:

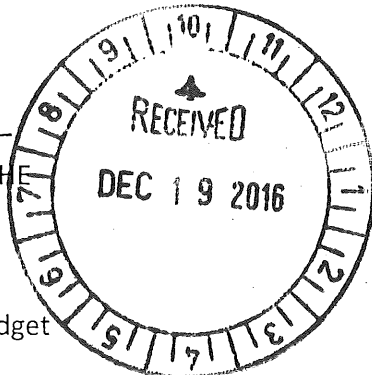
From:	A2960.4957 – Tuition.....	\$130,000.00
To:	A2960.49598 – EHC Excess Admin Costs-4410.....	\$437,428.00 (total after transfer)

Please request the Board of Legislators to act upon the above mentioned transfer.

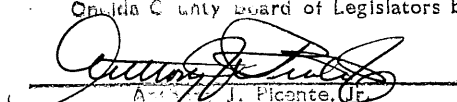
If you have any questions, please do not hesitate to contact me.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health



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


Anthony J. Picente, Jr.
County Executive

Date 12/16/16

Cc: T. Keeler, Director of Budget