



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 February 10, 2016

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2016-065 . . .	Government Operations, Ways & Means	.....
2016-091 . . .	Ways & Means (To Board 2/10/16)	.....
2016-092 . . .	Ways & Means (To Board 2/10/16)	.....
2016-093 . . .	Ways & Means (To Board 2/10/16)	.....
2016-094 . . .	Read & Filed	.....
2016-095 . . .	Read & Filed	.....
2016-096 . . .	Read & Filed	.....
2016-097 . . .	Read & Filed	.....
2016-098 . . .	Read & Filed	.....
2016-099 . . .	Ways & Means	.....
2016-100 . . .	Ways & Means	.....
2016-101 . . .	Ways & Means	.....
2016-102 . . .	Ways & Means	.....
2016-103 . . .	Ways & Means	.....
2016-104 . . .	Workers' Compensation, Ways & Means	.....
2016-105 . . .	Airport, Ways & Means	.....
2016-106 . . .	Government Operations, Ways & Means	.....
2016-107 . . .	Government Operations, Ways & Means	.....
2016-108 . . .	Health & Human Services, Ways & Means	.....
2016-109 . . .	Public Safety, Ways & Means	.....
2016-110 . . .	Public Safety, Ways & Means	.....
2016-111 . . .	Public Safety, Ways & Means	.....
2016-112 . . .	Public Safety, Ways & Means	.....
2016-113 . . .	Public Safety, Ways & Means	.....
2016-114 . . .	Public Safety, Ways & Means	.....
2016-115 . . .	Public Safety, Ways & Means	.....

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 19, 2016

Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 16-065
GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Honorable Members:

On January 13, 2016, County Board of Legislators unanimously approved the establishment of three new positions in the County Attorney's Office. The three positions included two Assistant County Attorneys and one Para-Legal. These positions will be funded using funds originally budgeted for two temporary attorney positions in the 2016 Adopted Budget and tapping into funds available from various Capital Projects which the County Attorney's Office will be involved in.

I therefore request your Board's approval of the following **2016** supplemental appropriation for the General Fund:

TO:

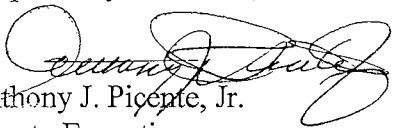
AA# A1420.101 Law Department / Salaries.....	\$ 30,217.00
AA# A1420.810 Law Department / Retirement.....	\$ 5,983.00
AA# A1420.830 Law Department / Social Security.....	\$ 2,312.00
AA# A1420.840 Law Department / Workers Comp.....	\$ 846.00
AA# A1420.850 Law Department / Unemployment.....	\$ 76.00
AA# A1420.860 Law Department / Health Insurance.....	\$ 29,250.00
TOTAL.....	\$ 68,684.00

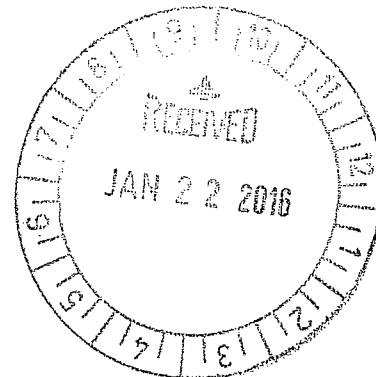
These supplemental appropriations will be fully supported by unanticipated revenue in:

RA# A1265-05 Law Department / Reimbursement from Capital.....	\$ 68,684.00
---	--------------

Thank you for your consideration of this piece of legislation.

Respectfully submitted,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 16-091

February 8, 2016

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

WAYS & MEANS

RE: Appointment of the County Attorney

Honorable Members:

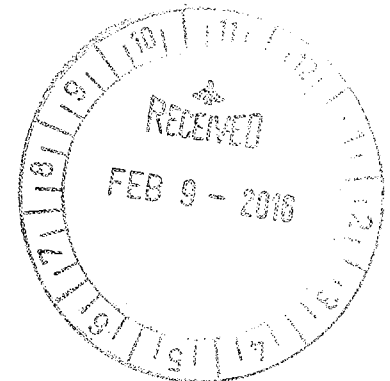
Pursuant to Article XV, Section 1503 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Amanda L. Cortese, Esq. to the position of Special Assistant County Attorney at an elevated level of M 48, step 9.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

Cc: Amanda L. Cortese, Esq.





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

February 9, 2016

FN 20 16-092

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

WAYS & MEANS

Honorable Members:

The Oneida County Youth Bureau received additional funding from New York State which above beyond the amount originally budgeted for 2015. This additional funding was for the Runaway and Homeless Youth Program which is administered by various local agencies.

The funding for this program is pass through funding which needs to be distributed to the various agencies which help run this program. In order to distribute this additional funding it will be necessary to do a supplemental appropriation. No additional county funding will be necessary for this program.

I therefore request your Board approval for the following 2015 supplemental appropriation:

TO;

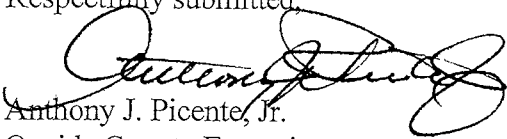
AA# A8830.49556 -Youth Service Programs -- Runaway & Homeless..... \$52,694.

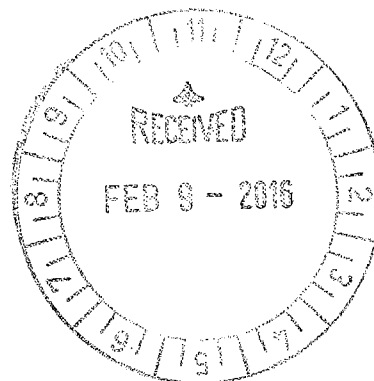
This supplemental appropriation will be fully supported by revenue in:

RA# A3823 – State Aid – RHY..... \$52,694.

Thank you for your courtesies!

Respectfully submitted


Anthony J. Picente, Jr.
Oneida County Executive



AJP:tbk

CC: County Attorney
Comptroller
Budget Director
Youth Bureau



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

February 5, 2016

FN 20 16-093

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

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

WAYS & MEANS

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

Date 2/9/16

Re: Additional Public Hearing
Phase 5B – SCPS Upgrades and New Forcemain Upgrades
Phase 6C – WPCP Solids Handling Upgrades (Digesters) Construction
CWSRF No. C6-6070-08-04

Dear County Executive Picente:

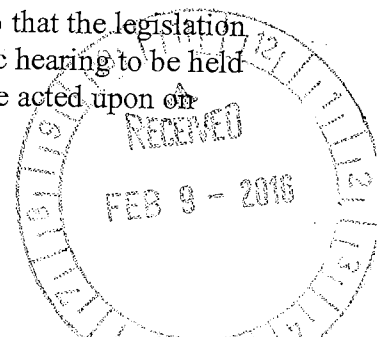
A bonding resolution was passed on January 14th, 2015 to fund the projects listed above. Bonding was secured through New York State Environmental Facilities Corporation (EFC). EFC is preparing to go to the market to secure the funds authorized by the original bonding resolution. EFC has requested that before funds are secured for the project, the project description in the original bonding resolution be modified to reflect a broader scope of work. This will allow cash flow from EFC funds to be optimized for this project and future projects that will be bonded for.

Article 5-A, Section 268 of the County Law requires, among other things, that a public hearing be held by the Board of Legislators to consider the improvements that will be made by the projects in question. This public hearing is required before the Board of Legislators can consider a bonding resolution for the project. Since the description of the project in the bonding resolution is being altered, a new public hearing must be held and a revised map and plan must be prepared and filed with the Board of Legislators. The Board of Legislators must pass the attached resolution establishing the public hearing to continue the process of altering the description of the project in the original bonding resolution.

This is not a request to borrow any more money. The authorized amount of bonding in the original bonding resolution remains unchanged. This is only a request to modify the project description in a bonding resolution previously authorized by the Board of Legislators.

As the authorized amount of the bonding remains unchanged, the estimated annual cost of the project to a typical property owner is still \$115 for a single family home and \$173 for a two family home. Again, this remains unchanged from the initial bonding resolution.

I would appreciate consideration of this request by you and Board of Legislators so that the legislation could be acted upon during the February 10th meeting. This would allow the public hearing to be held prior to the Board meeting on March 10th and the modified bonding resolution to be acted upon on March 10th as well.



The Honorable Anthony J. Picente, Jr.
February 5, 2016
Page 2 of 2



I am available to meet with you or the Board at your convenience to discuss this request and explain the project in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

A handwritten signature in black ink, appearing to read "Steven P. Devan", with a long horizontal line extending to the right.

Steven P. Devan, P.E.
Commissioner

Cc: Brian D. Miller - Chairman, DPW Committee
Joseph J. Timpano - Comptroller
Peter M. Rayhill, Esq. – Oneida County Attorney
Thomas Myers, Esq. – Orrick, Herrington and Sutcliffe LLP
Al Candido – Chief of Staff
Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc

Attachment: Correspondence from Thomas E. Myers dated 2/5/2016



ORRICK

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142

tel 212-506-5000
fax 212-506-5151

WWW.ORRICK.COM

February 5, 2016

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

VIA E-MAIL (jtimpano@ocgov.net)

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

Re: County of Oneida, New York
Oneida County Sewer District
Orrick File: 42439-2-46

Dear Joe:

In accordance with your request, I have drafted and enclose herewith the form of resolution calling for the public hearing on the amended map, plan and estimate of cost. Notice of such hearing must be published at least ten days prior to the date of the hearing.

When available, we look forward to being provided with the following:

1. A certified copy of the enclosed resolution calling for the public hearing.
2. An affidavit of publication of the notice of public hearing.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

/es

cc: Ms. Sheryl Brown (sbrown@ocgov.net)
Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)
Mr. Steve Devan (sdevan@ocgov.net)
Mr. Karl Schrantz (karl.schrantz@obg.com)
Peter Rayhill, Esq. (prayhill@ocgov.net)

Motion Made By _____

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF
CONSIDERING AN AMENDED MAP, PLAN AND ESTIMATE OF COST IN
CONNECTION WITH THE SANITARY SEWER OVERFLOW MITIGATION
PROGRAM FOR THE ONEIDA COUNTY SEWER DISTRICT

WHEREAS, the County has previously approved improvements to the Oneida County Sewer District to fix various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station in order to comply with a Consent Order issued by the State of New York Department of Environmental Conservation; and

WHEREAS, the improvements authorized consist of (i) upgrades to the Sauquoit Creek Pump Station and new forcemain system, and (ii) upgrades to the solids handling facilities at the Water Pollution Control Plant, at a maximum estimated cost of \$117,000,000; and

WHEREAS, the full scope of projects currently contemplated to comply with the Consent Order include not only the improvements previously authorized, but also other improvements at the Water Pollution Control Plant; and

WHEREAS, the overall project is estimated to cost \$235,946,900 and will be undertaken in phases based upon cash flow needs as more fully set forth in an amended map, plan and estimate of cost dated February 4, 2016; and

WHEREAS, it is desired to now approve the amended map, plan and report and to clarify that of the \$117,000,000 authorized previously, such amount may be expended for any component of the project ("Phase One"); and

WHEREAS, it is now desired to call a public hearing thereon; now therefore, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. A meeting of the County Legislature, the County of Oneida, New York, to be held at the County Office Building, in Utica, New York, in said County, on the _____ day of March, 2016, at _____ o'clock P.M., prevailing time, for the purpose of conducting a Public Hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published and posted in the manner provided by law.

Section 2. The Clerk of the Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Oneida, New York, will meet at the County Office Building, in Utica, New York, in Oneida, New York, on March __, 2016, at ____ o'clock __.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed amended map, plan and estimate of cost relating to the increase and improvement of the facilities of the Oneida County Sewer District in said County relating to the Sanitary Sewer Overflow Mitigation Program in connection with a Consent Order with the New York State Department of Environmental Conservation. The maximum estimated cost of Phase One of such improvements remains as previously authorized at \$117,000,000. The estimated annual cost to the typical property owner in said Sewer District will not change as a result thereof: \$115 for a single family home and \$173 for a two family home.

Dated: Utica, New York,

_____, 2016.

BY ORDER OF THE COUNTY
LEGISLATURE OF THE COUNTY
OF ONEIDA, NEW YORK

Clerk, County Legislature

Section 4. This resolution shall take effect immediately.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the _____ day of February, 2016.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this _____ day of February, 2016.

(CORPORATE SEAL)

Clerk, County Legislature

January 13, 2016

Philip M. Sacco
Minority Leader

Oneida County Board of Legislators

Mike Billard
Clerk of the Board
Oneida County Board of Legislators

FN 20 16-094

READ & FILED

Memo RE: Appointment of Leadership Assistants

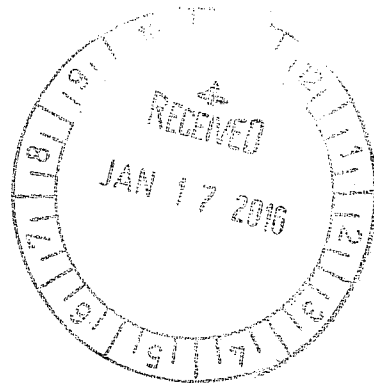
Dear Mr. Billard,

I am writing to inform you that I have selected two leadership assistants as allowed under the Rules of the Board for the 2016-2017 legislative term. Please note that the Honorable Ms. Rose Ann Convertino of the 22nd District and the Distinguished Mr. Michael J. Clancy of the 4th District will be my leaderships assistants for the aforementioned term.

Sincerely,

Philip M. Sacco

Philip M. Sacco



PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20 16-095

MEMORIALIZING PETITION

READ & FILED

F.N.

SPONSORS: Edward P. Welsh, Emil R. Paparella, Les Porter, Robert Koenig, Richard A. Flisnik

A MEMORIALIZING PETITION SUPPORTING NEW YORK STATE ASSEMBLY BILL NO. 8465/ SENATE BILL NO. 6069, ESTABLISHING INSTALLATION AND MAINTENANCE STANDARDS FOR GAS STATION FIRE SUPPRESSION SYSTEMS.

WHEREAS, New York State has led the way in enacting regulations to safeguard our drivers such as requiring fixed fire suppression systems (i.e. fire extinguishers) at gas stations; and

WHEREAS, proponents seeking to eliminate important safety measures like fire extinguishers are ill-informed about the dangers associated with fires at gas stations; and

WHEREAS, the New York State Association of Fire Equipment Companies (NYSAFECO) has raised awareness about the importance of proper fire safety equipment to eliminate or reduce fires at gas stations; and

WHEREAS, the fire safety equipment involves heat detectors that are programmed to detect any sudden rise in temperature, triggering a fire-retardant chemical to spray from nozzles onto the fire to put it out quickly; and

WHEREAS, other states such as Maine, Rhode Island, Vermont, New Hampshire and Massachusetts all require fixed fire suppression systems at gas station; and

WHEREAS, fire prevention at our gas stations should be of utmost importance as motorist are not experts at fueling flammable liquids and accidents happen; and

WHEREAS, eliminating the requirement could lead to harm or in severe cases, death; and

WHEREAS, Oneida County Board of Legislators Chairman Gerald J. Fiorini and Oneida County Legislator and Chairman of the Public Safety Committee Richard A. Flisnik have previously mailed a letter to Governor Andrew Cuomo in support; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators keeps the safety of the citizens of Oneida County as their first priority; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators hereby offers their support for the passage of Assembly Bill No. 8465/ Senate Bill No. 6069, and encourages the members of the New York State Legislature to move this legislation to ensure the safety of our drivers, passengers, gas station employees and any other individuals who frequent gas stations; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:
New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., the New York State Automobile Association and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

Gene E. Daniels	

Lu Porter	
Emil R. Fagarella	
Thomas Leahy	
Bin Mansky	
RK	

Edna Ryan	

Joseph	
Richard Jones	

John Ay	
William Goodman	
Philip M. Sacco	
Barbara Calandra	

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date: January 13, 2016



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 16-096

January 20, 2016

READ & FILED

Herkimer-Oneida Counties
Government Policy and Liaison Committee
321 Main Street
Boehlert Station
Utica, New York 13501

Gentlemen:

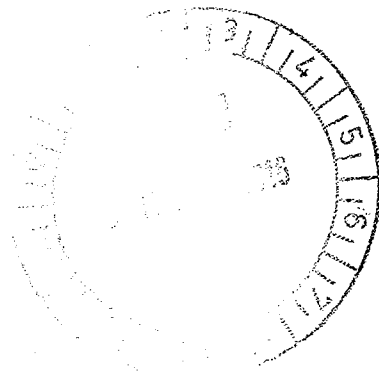
Please be advised that I have re-appointed Oneida County Legislator **Emil R. Paparella** of 613 Locust Drive, Utica, NY 13502, to represent me at all meetings of the Herkimer-Oneida Counties Governmental Policy and Liaison Committee.

Sincerely,

GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

GJF:cd

Cc: Mr. Paparella



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 16-097

February 3, 2016

Hon. Anthony J. Picente, Jr.
County Executive
County of Oneida
800 Park Avenue, 10th Floor
Utica, New York 13501

READ & FILED

Re: **NOTICE OF VACANCY FOR COUNTY LEGISLATOR IN THE
21ST DISTRICT**

Dear County Executive Picente:

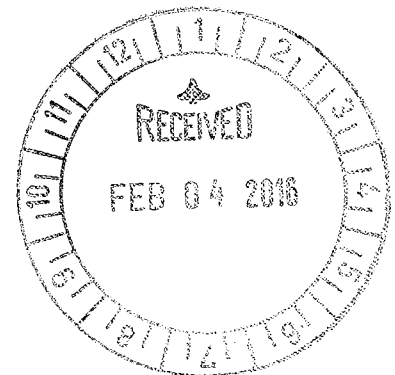
Please allow this correspondence to serve as my official notice to you that the office of County Legislator in the 21st District, to which Harmony Speciale was elected, is now vacant, pursuant to Public Officer's Law §30(1)(h), as Ms. Speciale failed to file her official oath within the thirty (30) days from commencement of her term as required by Public Officers Law §10.

I am providing you with this notice pursuant to my obligations under Public Officers Law §13, as you have been designated by Oneida County Charter §2206 to fill vacancies in the County Legislature, subject to confirmation by the Board of Legislators.

Should you have any questions or concerns, please contact my office or the office of the County Attorney.

Sincerely,

Sandra J. DePerno
County Clerk



cc: Harmony Speciale
Gerald J. Fiorini, Chairman of the Board of Legislators
Philip M. Sacco, Minority Leader



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

STANDING COMMITTEES

FN 20 16-098 2016-2017 TERM

READ & FILED

Revised 2-8-2016

AIRPORT (Oversees Operations at
Griffiss Airport)

ECONOMIC DEVELOPMENT & TOURISM

(Economic, industrial and rural development, Tourism
Promotion/development; Planning Department, MVCC
Cornell Cooperative Extension, Farmland Protection
Board, related agricultural issues and programs)

JAMES D'ONOFRIO, CHAIR
ROBERT KOENIG, VICE CHAIR
CHAD DAVIS, VICE CHAIR
Emil Paparella
Brian Miller
Brian Mandryck
George Joseph
Michael Clancy
Philip Sacco

EDWARD WELSH, CHAIR
KEITH SCHIEBEL, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Emil Paprella
Brian Mandryck
Colin Idzi
Jeffery Daniels
Barbara Calandra

GOVERNMENT OPERATIONS

(Includes County Executive, County Attorney
Personnel, County Clerk,
Board of Elections, Audit & Control, Budget, Finance
Department and all other County Departments not
Specifically covered by another committee)

HEALTH & HUMAN SERVICES

(Includes Department of Social Services, Public Health
Department and environmental health concerns, Mental
Health, Office for the Aging, Veterans Affairs,
Workforce Development, Youth Programs and Medical
Examiners)

MICHAEL WATERMAN, CHAIR
COLIN IDZI, VICE CHAIR

Edward Welsh
Robert Koenig
Jeffery Daniels
Norm Leach
Chad Davis
William Hendricks

EMIL PAPARELLA, CHAIR
JEFFERY DANIELS, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Les Porter
Brian Miller
Keith Schiebel
William Hendricks
Barbara Calandra

PUBLIC SAFETY

(Includes District Attorney, Sheriff, Law Enforcement Building, Probation, Public Defenders, all Courts, Jurors, 911, Stop DWI, Traffic Safety and related Station) Services)

RICHARD FLISNIK, CHAIR
BRIAN MILLER, VICE CHAIR
WILLIAM GOODMAN, VICE CHAIR
Les Porter
Michael Waterman
Norman Leach
Robert Koenig
Michael Clancy
Chad Davis

PUBLIC WORKS

(Includes Department of Public Works, County Lands and Buildings, Water Quality and Water Pollution Control, Soil & Water, soil conservation, Union

BRIAN MILLER, CHAIR
MICHAEL WATERMAN, VICE CHAIR
PHILIP SACCO, VICE CHAIR
Edward Welsh
Richard Flisnik
Colin Idzi
Keith Schiebel
Michael Clancy
Barbara Calandra

WAYS & MEANS

(Acquisition & Contract, Salaries, Budget Review, Local Laws, County Charter and Administrative Code, Board of Legislators, Rules of the Board of Legislators, All pending dockets that come before the Board of Legislators)

LES PORTER, CHAIR
GEORGE JOSEPH, VICE CHAIR
WILLIAM GOODMAN, VICE CHAIR
James D'Onofrio
Emil Paparella
Richard Flisnik
Brian Miller
Michael Waterman
Rose Ann Convertino
Philip Sacco

WORKERS' COMPENSATION

(All Workers' Compensation Issues)

NORMAN LEACH, CHAIR
MIKE WATERMAN, VICE CHAIR
BARBARA CALANDRA, VICE CHAIR
Edward Welsh
William Hendricks



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

January 22, 2016

FN 20 16-099

Oneida County
Board of Legislators
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

Honorable Members:

I am hereby appointing Legislator Brian P. Mandryck of 9245 Sly Hill Road, Ava, NY 13303 to serve on the Griffiss Air Force Base Restoration Advisory Board for a two year term to expire on December 31, 2017.

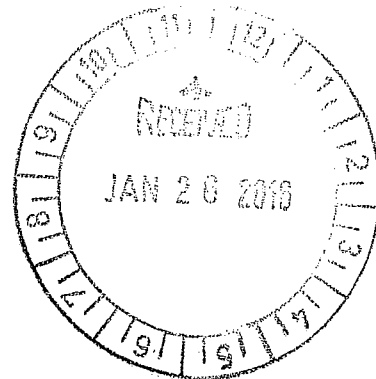
This appointment does require Board confirmation; therefore, I hereby refer the matter to the Ways & Means Committee and the full Board for consideration at the earliest opportunity.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:cd

Cc: Mr. Mandryck
Base Environmental Coordinator





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 20, 2016

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

FN 20 16-100

WAYS & MEANS

Honorable Members:

I submit herewith for your approval a name for re-appointment to serve on the Alternatives to Incarceration Board. It has been brought to my attention that traditionally, this appointment is the Chair of the Public Safety Committee.

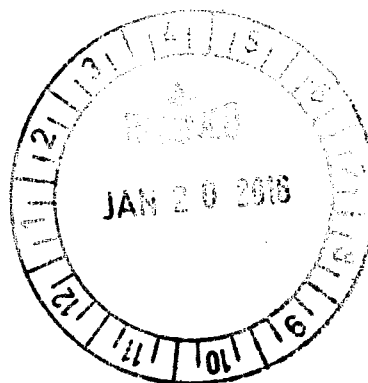
Therefore, I hereby recommend the name of Richard A. Flisnik, 6669 Fox Rd, Marcy, NY 13403.

The term for this appointment shall be two years and shall expire on December 31, 2017. I respectfully request that you approve this appointment at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive





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

January 19, 2016

FN 20 16-101

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

WAYS & MEANS

Dear Mr. Picente:

According to the Bi-Laws of the Fire Advisory Board, there shall be seven (7) members appointed to serve from the Oneida County Board of Legislators. I am recommending to you for appointment the names of the following legislators to serve on this Board through December 31, 2017:

Les Porter	9692 Main St. Remsen, NY 13438
Brian Miller	9195 Red Hill Rd, New Hartford, NY 13413
Richard Flisnik	6669 Fox Road, Marcy, NY 13403
Brian Mandryck	9245 Sly Hill Rd, Ava, NY 13303
Robert Koenig	7982 Postal Rd., Oriskany, NY 13424
Michael Clancy	4932 Old Oneida Rd., Verona, NY 13478

If you concur, I ask that you send your appointment letter to the Board for confirmation at your earliest opportunity.

Respectfully,

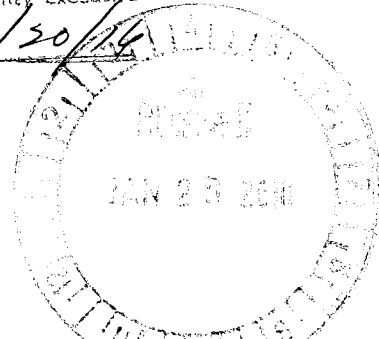
Gerald J. Fiorini
Chairman of the Board

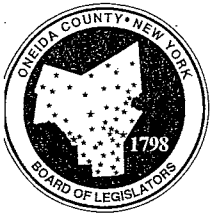
Cc: Appointees
Kevin Revere, Emergency Services

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

Anthony J. Picente, Jr.
County Executive

Date 1/30/16





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

January 20, 2016

Oneida County
Board of Legislators
800 Park Ave.
Utica, NY 13501

FN 20 16-102

WAYS & MEANS

Honorable Members:

I am submitting the recommendation to reappoint Mr. James M. D'Onofrio to a two-year term on the Insight House Board of Directors, expiring December 31, 2017, since his term has expired.

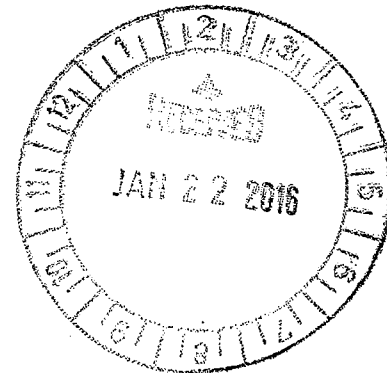
As this appointment requires Board confirmation, I hereby refer the matter to the Ways & Means Committee and the full Board for consideration at the earliest opportunity.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:cd

Cc: Donna Vitagliano, President & CEO, Insight House
James M. D'Onofrio
County Executive Anthony J. Picente, Jr.





ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue • Utica, New York 13501-2975
(315) 798-5910 • Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

December 9, 2015

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

FN 20 16-103

Re: Oneida City School District

WAYS & MEANS

Dear Mr. Picente:

Attached is proposed revenue sharing agreement with the Oneida City School District, which the district has accepted.

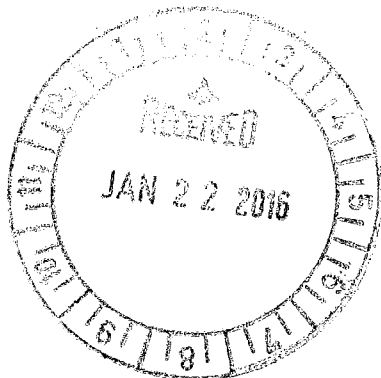
As you will recall, the county previously entered into agreements with VVS and several other municipalities to share gaming funds received pursuant to the Oneida Settlement Agreement. Unlike those agreements, which are based on the population of the municipality receiving funds, the school districts located mostly outside of Oneida County including Oneida will receive funds based on the amount they were receiving from Oneida County prior to the settlement.

Since the Oneida District received \$83,383.37 for the 2013-2014 school year, it will receive that amount for the 2014-2015 year and the 2015-2016 year. For future years, the payment amount will be adjusted in proportion to the amount the county receives in total revenue sharing funds for a 12 month period ending three months prior to the start of the school's budget year, to the amount the county received April 2014 through March 2015.

If this agreement meets with your approval, please forward it to the Board for its consideration.

Very Truly Yours,

Harris J. Samuels



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

Anthony J. Picente, Jr.
County Executive

Date 1/22/16

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Oneida City School District
565 Sayles Street
Oneida, New York 13421

Title of Activity or Service: Revenue sharing

Proposed Dates of Operation: On-going

Client Population/Number to be Served: N/A

Summary Statements

- 1) Narrative Description of Proposed Services: Revenue sharing of the OIN Settlement funds
- 2) Program/Service Objectives and Outcomes: N/A
- 3) Program Design and Staffing: N/A

Total Funding Requested: N/A **Account #: N/A**

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): Casino revenue
Cost Per Client Served:
Past Performance Data:
O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made the 13th day of October, 2015, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the ONEIDA CITY SCHOOL DISTRICT, a municipal corporation, having its office and principal place of business at 565 Sayles Street, Oneida, New York 13421, hereinafter referred to as the DISTRICT.

WHEREAS, the County on May 16th, 2013, entered into an agreement with the Oneida Nation, among other parties, settling various disputes and lawsuits which have existed among the parties, hereinafter referred to as the SETTLEMENT AGREEMENT, which agreement took effect on March 4th, 2014, upon its approval by the United States District Court of the Northern District of New York, and

WHEREAS, concerns have been expressed that the Settlement Agreement may adversely affect the interests of municipalities where Nation Land, as defined in the Settlement Agreement, will exist, and

WHEREAS, the parties hereto wish to make provisions which will result in the Settlement Agreement being of mutual benefit to the parties, and remove such concerns,

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

- 1.) Within thirty days of the effective date of this agreement, the County will pay the District Eighty-three thousand three hundred eighty three dollars and thirty seven cents (\$83,383.37) for the 2014-2015 school fiscal year, and will no later than December 31, 2015 pay the same amount to the District for the 2015-2016 school fiscal year.
- 2.) For future school fiscal years, the County will pay the District an amount to be calculated by dividing the County's gaming proceeds received for the last three quarters of the previous calendar year and the first quarter of the calendar year in which the school fiscal year commences, by Twelve million four hundred five thousand five hundred thirty-five dollars and twenty-two cents (\$12,405,535.22) (the amount received by the County for the final three quarters of 2014 and the first quarter of 2015), and then multiplying the quotient (carried to four decimal places) by \$83,383.37.
- 3.) For example, if the County receives \$12,500,000.00 for the second, third and fourth quarter of 2015 and the first quarter of 2016, the amount to be paid for the 2016-2017 fiscal year will be $12,500,000.00 / 12,405,535.22 = 1.0076 \times \$83,383.37$, which equals \$84,017.08. Such future payments will be made by the end of each calendar year occurring during the District's fiscal year.

- 4.) Such payment shall be accepted by the District in lieu of any lost revenue it may experience in real estate tax, sales tax, or any other loss of revenue or item of expense whatsoever, resulting from the implementation of the Settlement Agreement. Nothing herein impacts revenues which may still be due to the District such as service fees. The amount paid shall not be affected by any payments which the District receives or does not receive from the Oneida Nation, or by additional land purchased by the Nation, or by any land being taken into trust by the United States for the Nation's benefit.
- 5.) The gaming proceeds referred to herein consist of the 25% of Nation Payment to be shared with the County pursuant to Section III B of the Settlement Agreement and not the additional payment to be made to the County for a period of time pursuant to that section.
- 6.) This agreement shall remain in effect for as long as the Settlement Agreement remains in effect.
- 7.) In exchange for the County's above stated obligations, the District agrees:
 - a. It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept Nation Land into trust pursuant to 25 U.S.C. §465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. §523.
 - b. It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Nation.
 - c. It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C. §465, or to any transfer of excess federal land within the reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. §523.
 - d. It will not judicially or administratively challenge, or in any way fund or assist others in challenging, the Settlement Agreement.
 - e. In the event that the District takes any such actions, the County's obligations hereunder shall cease and the District shall, within 30 days of demand therefor, refund to the County all payments previously made to the District pursuant to this agreement, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the District from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this agreement regardless of the cause of such termination or expiration.
- 8.) The County shall have no liability or obligation under this Agreement to the District or to anyone else beyond the annual funds being appropriated and available for this

Agreement. However, in the event that the County receives gaming proceeds pursuant to the Settlement Agreement and neither appropriates nor pays the agreed share of such proceeds to the District within a period of 180 days, the District may provide the County with notice of such failure and if such payment is not appropriated or made within 90 days of such notice being provided, the District shall not be bound by its obligations set for in sub-paragraphs 7a), b), c), and d) herein. Provided however, that if the appropriations referenced above are not made in accordance herewith and the District determines to commence, engage in, support, fund, or participate in a proceeding, action or effort of any kind or nature related to the issues prohibited by sub-paragraphs 7a), b), c), or d), the District shall complete the refund set forth in sub-paragraph 7e) prior to the commencement of any such proceeding.

- 9.) Notice required by or related to this Agreement will be made in writing and served by overnight FedEx, UPS, certified mail or the equivalent: if by the County, to the Oneida City School District, 565 Sayles Street, Oneida, NY 13421; and, if by the District, to the Oneida County Executive, 800 Park Avenue, Utica, NY 13501, or to other such address as either party may hereafter designate in writing.
- 10.) This agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature or (ii) its approval by the Oneida City School District Board of Education.
- 11.) This agreement may not be modified or amended except by a writing of equal formality signed by both sides.

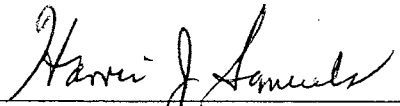
County of Oneida

By: _____
Oneida County Executive

Oneida City School District

By: 
President, Board of Education

Approved as to Form


Oneida County Assistant Attorney

ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Email: mlally@ocgov.net

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Norman Leach, Chairman

January 15, 2016

FN 20 16-104

Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

WORKERS' COMPENSATION

WAYS & MEANS

Dear Chairman Fiorini:

Pursuant to local law, The Workers' Compensation Committee voted last night to reappoint Mike Lally to serve at the pleasure of the legislature for another two year term as Director of Workers' Compensation.

I respectfully request that this be forwarded for consideration.

Sincerely yours,



Norman Leach, Chairman
Workers' Compensation Committee

MLL

Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

FM 20 16-105

January 26, 2016

AIRPORT

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

WAYS & MEANS

Dear County Executive:

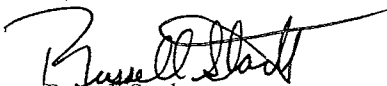
On November 12, 2015 the Oneida County Board of Legislators approved resolution #314 which established capital project #534. This capital project will construct a new Deicing Facility at Griffiss International Airport. This capital project also mentioned the three funding streams, FAA Grant, State Funding and Oneida County Funding.

This legislation is necessary to establish Oneida County's share of the approved project. Fortunately, there are some anticipated surpluses in various Griffiss International accounts for the 2015 budget year which will help fund the County's share of this extremely important project.

I therefore request your Board approval for the following **2015** fund transfer:

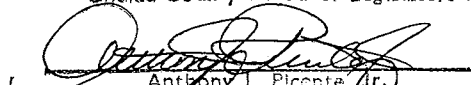
TO:		
AA# A9950.9	Budget – Transfer to Other Funds	\$9,300.
FROM:		
AA# A5620.456	Department of Aviation / Gasoline & Oil	\$9,300.

Respectfully submitted,

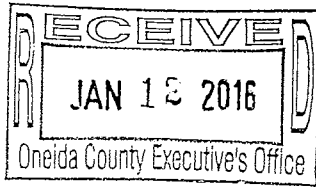

Russell Stark
Commissioner of Aviation

CC: County Attorney
Comptroller
Budget Director
Airport Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 1/28/16



FN 20 16-106

GOVERNMENT OPERATIONS

WAYS & MEANS

Anthony J. Picente Jr.
County Executive

Mello J. Testa
Director

Shelley E. Nowak
Assistant Director

Oneida County Department of Purchasing

800 Park Avenue Utica, New York 13501
Phone (315) 798-5880 FAX (315) 798-4042

January 11, 2016

Hon. Anthony J. Picente Jr.
County Executive
800 Park Ave.
Utica, NY 13501

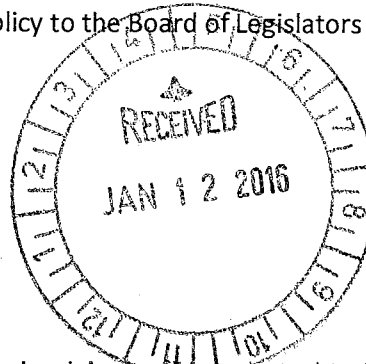
Dear County Executive Picente,

In accordance with General Municipal Law 104-b, the County of Oneida Procurement Policy as adopted by the Board of Legislators, Res #293 on August 26, 2009 has been reviewed by both the County Attorney and the Purchasing Department and is ready for presentation to the Board of Legislators for its annual approval. There are no changes for 2016 other than the last page regarding staffing.

I'm respectfully requesting that you forward this updated policy to the Board of Legislators for their earliest consideration.

Sincerely,

Mello J. Testa
Director



Cc: County Attorney
Budget Director
Comptroller

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

Anthony J. Picente, Jr.
County Executive

Date 1/12/16

ARTICLE 1 – GENERAL PROVISIONS

PART A – Purpose and Applications

1-101 Purpose

The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing with the County of Oneida, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1-102 Application

This Policy applies to contracts for the procurement of all supplies, services, materials and equipment; as well as professional service contracts entered into by the County of Oneida after the effective date of this Policy. It shall apply to every expenditure of public funds by a public agency for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal and/or state grant monies or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal and/or state laws and regulations. Nothing in this Policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Part B –Definitions

1-201 Definitions

- 1) *Architect-Engineer and Land Surveying Services.* Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of New York.
- 2) *Brand Name or Equal Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.
- 3) *Brand Name Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers.
- 4) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 5) *Change Order.* A written order signed and issued by the Director of Purchasing or his or her designee directing the contractor to make changes in relation to a specific purchase order or county contract.
- 6) *Contract Modification (bilateral change).* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

**COUNTY OF ONEIDA
PROCUREMENT POLICY**

January 2016

Page 2

- 7) *Confidential Information.* Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
- 8) *Construction.* The process of building, altering, repairing, improving, or demolishing any public structure, building, road, highway, bridge or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- 9) *Contract.* All types of County agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
- 10) *Contractor.* Any person, firm or corporation having a contract with the county or a using agency thereof.
- 11) *Cost Analysis.* The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- 12) *Cost Data.* Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
- 13) *Cost-Reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee for profit, if any.
- 14) *Direct or Indirect Participation.* Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- 15) *Employee.* An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County.
- 16) *Financial Interest.*
 - a) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive more than \$100.00 per year, or its equivalent;
 - b) Ownership of 25% of any property or business; or
 - c) Holding a position in a business such as officer, director, trustee, partner, employee, or the like or holding any position of management.
- 17) *Gratuity.* A payment, loan, subscription, advance, deposit of money, service, or anything else with a nominal value of \$25.00 or more.
- 18) *Immediate Family.* A spouse, children or step-children, parents, or step-parents, brothers or step-brothers, and sisters or step-sisters.
- 19) *Invitation for Bids.* All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

**COUNTY OF ONEIDA
PROCUREMENT POLICY**

January 2016

Page 3

- 20) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.
- 21) *Price Analysis.* The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- 22) *Pricing Data.* Factual information concerning prices for items substantially similar to those being procured. Pricing in this definition refers to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
- 23) *Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- 24) *Public Agency.* A public entity subject to or created by the County or created under State law.
- 25) *Request for Proposals.* All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- 26) *Responsible Bidder of Offeror.* A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- 27) *Responsive Bidder.* A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.
- 28) *Services.* The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- 29) *Specification.* Any description of the physical or functional characteristics or of the nature of a supply, service, equipment or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, equipment or construction item for delivery.
- 30) *Supplies.* All property, including but not limited to equipment, materials, and printing, excluding land or a permanent interest in land.
- 31) *Surplus.* Any unused, obsolete or excess materials, equipment or supplies no longer needed for public use as determined by the Director of Purchasing or his or her designee after consultation with and upon the recommendation of the relevant department head.
- 32) *Using Agency.* Any department, commission, board, or public agency requiring supplies, services, equipment, or construction procured pursuant to this Policy.

Part C – Public Access to Procurement Information

1-301 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in the New York State Freedom of Information Law (Public Officers Law,--Article 6), and shall be available to the public as provided in such statute.

ARTICLE 2 – OFFICE OF THE DIRECTOR OF PURCHASING

2-101 Authority and Duties

- 1) *Principal Public Purchasing Official.* Except as otherwise provided herein, the Director of Purchasing shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services, equipment, and public works projects in accordance with this Policy, as well as the management and disposal of supplies, services, and equipment.
- 2) *Duties.* In accordance with this Policy the Director of Purchasing or his or her designee shall:
 - a) Procure or supervise the procurement of all supplies, services, materials and equipment, as well as professional services up to \$50,000.00 as needed by the County;
 - b) Sell, trade, or otherwise dispose of surplus supplies belonging to the County; and shall, with the prior approval of the County Executive, provide electronic notification to the members of the Board of Legislators of any sale, trade or disposition of surplus property with an original value in excess of \$10,000.
 - c) Establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.
- 3) *Operational Procedures.* Consistent with this Policy the Director of Purchasing may adopt operational procedures relating to the execution of his or her duties.
- 4) In accordance with General Municipal Law §104-b(2)(f) the Procurement Policies of Oneida County will include the names and titles of the individuals responsible for purchasing at the end of this document. This list will be updated biennially as required.

2-102 Delegations to Other County Officials

With the approval of the County Executive, the Director of Purchasing may delegate authority to purchase certain supplies, services, equipment, or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of those items.

ARTICLE 3 – SOURCE SELECTION AND CONTRACT FORMATION

PART A – Methods of Source Selection

3-101 Competitive Sealed Bidding.

- 1) *Conditions for Use.* All contracts of the County of Oneida shall be awarded by competitive sealed bidding, and in accordance with Section 103 of the General Municipal Law and any applicable federal or state laws, rules or regulations governing same, except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-102 (Contracting for Designated Professional Services), 3-104 (Small Purchases), 3-105 (Sole Source Procurement), 3-106 (Emergency Procurements), and 5-401 (Public Announcement and Selection Process) of this Policy. No later than ten (10) days prior to the invitation for bids being issued, the specifications for equipment with anticipated costs in excess of \$50,000 shall be provided to the appropriate Legislative Committee for its review and comment.
- 2) *Invitation for Bids.* An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- 3) *Public Notice.* Adequate public notice of the invitation for bids shall be given, not less than fifteen (15) calendar days prior to the date set forth therein for the opening of bids, unless it is determined by the Director of Purchasing, in writing that a public notice of less than fifteen (15) days is adequate. In no instance shall the public notice be less than five (5) business days. Such notice shall be in the public notice section of the official newspapers as designated by the Board of Legislators for a period of one (1) business days. The public notice shall state the place, date, and time of the bid opening.
- 4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Director of Purchasing deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information).
- 5) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
- 6) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, correction of bids shall not be permitted. After bid opening, no

changes in bid prices or other provisions of bids prejudicial to the interest of the county or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a material mistake of fact may be permitted to withdraw his bid if

- a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by written determination made by the Director of Purchasing.
- 7) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- 8) *Multi-Step Sealed Bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting submission of un-priced offers to be followed by an invitation for bids based on the product information received from the first solicitation.
- 9) *Piggybacking.* Pursuant to Subsection 16 of Section 103 of the General Municipal Law, purchases of apparatus, materials, equipment or supplies or contracts for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, provided such purchases are pursuant to a contract let by the County, let in a manner that constitutes competitive bidding consistent with state law, shall be made available for use by other governmental entities. The following certification is mandatory in every bid or proposal made available for use by other governmental entities pursuant to Subsection 16 of Section 103 of the General Municipal Law:

3-102 Contracting for Designated Professional Services

- 1) *Authority.* For the purpose of procuring the services of accountants, physicians, lawyers, engineers, land surveyors, architects and other professional services as defined by the laws of the State of New York, any using agency requiring such services may procure them on its own behalf, in accordance with the selection procedures specified in this section.
- 2) *Selection Procedure.*
 - a) *Conditions for Use.* Except as provided under Section 3-105 (Sole Source Procurement) or Section 3-106 (Emergency Procurements), the professional services designated in subsection (1) of this Section shall be procured in accordance with this Subsection.
 - b) *Request for Proposals.* Proposals shall be solicited via a formal Request for Proposals (RFP) document. The using agency shall make every reasonable effort to obtain at least (3) proposals.
 - c) *Statement of Qualifications.* Persons solicited for providing the designated types of professional services may submit statements of qualifications or expressions of interest in providing such professional services. An agency using such

professional services may specify a uniform format for statements of qualifications and may request submittal of fee estimates with statements of qualifications. Persons may amend these statements at any time prior to the request for proposals due date by filing a new statement.

- d) *Discussions.* The head of a using agency procuring the required professional services or a designee of such officer may conduct discussions with any offeror who has submitted a Statement of Qualifications to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from Statements of Qualification's submitted by other offerors.
- e) *Award.* Award shall be made to the offeror determined in writing by the head of the using agency procuring the required professional services or a designee of such officer, to be best qualified based on the agency's evaluation of the Statement of Qualifications, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best-qualified offeror, the negotiations will be formally terminated with the selected offeror. If Statements of Qualifications were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable. Awards in excess of \$50,000 must be approved by the Oneida County Board of Legislators.

3-103 Purchases not subject to Competitive Bidding

- Purchases of \$20,000 or less for commodities, equipment, materials, supplies and services.
- Purchases of \$35,000 or less for public works projects.
- Pursuant to Subsection 16 of Section 103 of the General Municipal Law, purchases of apparatus, materials, equipment or supplies or contracts for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, provided such purchases are pursuant to a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein, let in a manner that constitutes competitive bidding consistent with state law, and made available for use by other governmental entities. The following certification is mandatory in every bid or purchase utilized pursuant to Subsection 16 of Section 103 of the General Municipal Law:

Certification of Permissible 'Piggybacking' by the County

Pursuant to Subsection 16 of Section 103 of the General Municipal Law, by submission of this bid or proposal, the Bidder certifies that the terms and conditions of this bid or proposal are pursuant to a contract that was:

1. *Let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein;*

**COUNTY OF ONEIDA
PROCUREMENT POLICY**

January 2016

Page 8

2. *Let in a manner that constitutes competitive bidding consistent with state law; and*

3. *Made available for use by other governmental entities.*

- Pursuant to Subsection 1-b of Section 103 of the General Municipal Law, the County shall have the option of purchasing information technology and telecommunications hardware, software and professional services through cooperative purchasing permissible pursuant to federal General Services Administration information schedule 70 and any successor schedule, provided the County complies with federal schedule ordering procedures as provided in the applicable federal acquisition regulation(s).
- Pursuant to Section 381 of Title 10 of the United State Code and the procedures for procurement made in accordance therewith, federal supply schedule 1122 and any successor schedule of the General Services Administration may be used by the County to procure supplies of such schedule(s), provided the County complies with federal schedule ordering procedures as provided in the applicable federal acquisition regulation. This includes, but is not limited to, procurements from the Minnesota Multistate Contracting Alliance for Pharmacy.

Section 104-b of New York State General Municipal Law requires that procedures for purchasing goods and services that fall below the monetary bid limits be established and approved by the governing board. The following shall constitute Oneida County Policy:

1) *Cumulative Purchases.*

- a) Purchases shall be evaluated with attention given to cumulative dollar amounts expected in a given fiscal year. The Director of Purchasing shall canvas using agencies to determine yearly value of a commodity or service. Past history can be taken into consideration when evaluating yearly costs associated with the purchase of a commodity or service. If the bid limit is suspected to be exceeded, competitive bidding shall be used. This decision shall rest with the Director of Purchasing.
- b) If there are several comparable separate public works projects for the same or various locations, in a foreseeable time frame, whose expected cumulative total is \$5,000 or more, written quotes must be obtained from a minimum of three suppliers.

2) *Methods of Procurement Not Covered By Competitive Bidding.*

- a) Purchases for **commodities, equipment, supplies, materials and services** under \$1,000 shall be awarded at the discretion of the Director of Purchasing; Purchases from \$1,000 to \$2,999.99 will require a minimum of three quotes, acquired in person, or by telephone, facsimile or e-mail and documented on the requisition form; Purchases from \$3,000 to \$20,000 will require a minimum of three written quotes. All purchases of more than \$20,000 will be Competitively Bid.
- b) Purchases that are defined as **Public Works Projects** under \$4,999.99 will be awarded at the discretion of the Director of Purchasing; Purchases from \$5,000

**COUNTY OF ONEIDA
PROCUREMENT POLICY**

January 2016

Page 9

to \$35,000 will require a minimum of three written quotes. All purchases of more than \$35,000 will be Competitively Bid.

- c) Purchases and contracts defined as **Professional Services** up to \$50,000 will be awarded by the Board of Acquisition and Contract, upon the advice of the Director of Purchasing and the Commissioner or Director of the using Agency. Purchases and contracts of more than \$50,000 will require the issuing of a formal Request for Proposal; and the approval of the County Legislature.
- 3) *Award.* All awards from telephone, facsimile, e-mail or written quotes shall be made to the supplier offering the best value to the County. In determining the best value for the County, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Director of Purchasing may consider other relevant factors, including:
- a) installation costs;
 - b) life cycle costs;
 - c) the quality and reliability of the goods and services;
 - d) the delivery terms;
 - e) indicators of probable supplier performance under the contract such as past supplier performance, proximity to source of need, the supplier's financial resources and ability to perform, the supplier's experience or demonstrated capability and responsibility, and the supplier's ability to provide reliable maintenance agreements and support;
 - f) the cost of any employee training associated with a purchase;
 - g) the effect of a purchase on agency productivity and other factors relevant to determining the best value for the County in the context of a particular purchase;
 - h) the completion of a certified "Statement of Good Standing," indicating that the supplier does not owe any outstanding taxes or municipal/governmental fees (e.g. school, property, water, sewer, utilities).
 - i) Oneida County vendors whose proposal to provide goods or services is within five per cent (5%) of the lowest proposal submitted may be entitled to preferential consideration in the awarding of a contract. "Oneida County vendor" shall mean any vendor doing business in Oneida County and employing Oneida County residents.
- 4) *Documentation.* All quotes (written or telephone) shall be documented on the requisition forms and shall be filed in the respective year's quote files or attached to the Purchasing Divisions copy of the Purchase Order. All purchases resulting from a written or telephone quote shall have the quote number referenced on the electronic requisition or voucher, thus creating an audit trail.

3-104

Preferred Sources

a) All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be

designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

(NOTE: This article is provided in accordance with Section 162 of the State Finance Law which requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency).

b) **Other County Agencies Bids** as allowed Under NYS General Municipal Law section (103), subdivision (3), section (1).

3-105 Sole Source Procurement

A contract may be awarded without competition when the Director of Purchasing, after conferring with the County Attorney, determines in writing and after conducting a good faith review of available resources and the specifications for the particular good or service being required, that there is only one source for the required commodity, supply, and service or construction item. The Director of Purchasing shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source procurements shall be maintained as a public record and shall list each suppliers' name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The Director of Purchasing shall provide the County Executive and the members of the Board of Legislators with a copy of such record upon determination that a vendor or contractor is a sole source provider

In determining whether procurement qualifies as a sole source, the Purchasing Department and the agency requesting the procurement shall show at a minimum:

- (a) the unique benefits to the County of the item as compared to other products available in the marketplace;
- (b) that no other product provides substantially equivalent or similar benefits;
- (c) that considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace;
- (d) and that there is no possibility of competition, as from competing dealers or distributors.

3-106 Property Leases

The Purchasing Director shall survey available property and obtain at least three (3) written proposals for lease based on the following factors:

- a) proximity to origin of need,
- b) square footage,
- c) availability date for occupancy,
- d) building condition
- e) review of suitability for occupancy including access for the handicapped
- f) presence of any hazardous materials on site

g) landlord provided amenities, e.g., security, janitorial, parking and public access to the building.

Final recommendations as to choice of properties shall be made by the Commissioner of Public Works. This procedure shall only apply to the County as Lessee.

Prospective property lease solicitations shall be provided to the Executive Director of the Utica-Rome Board of Realtors and the relevant Chambers of Commerce via e-mail from the Purchasing Director and the requesting Department head.

The County shall only enter into leased property with owners who can provide verification to the County that all of the applicable property taxes and municipal, governmental or district fees levied against such property have been paid to date and that the subject property is not in violation of any New York State or local building and fire code regulations or ordinances.

3-107 Proposals

Proposals shall be solicited via a formal Request for Proposals (RFP) document. Each RFP shall be published for a period of (5) business days in the public notice section of the official papers as designated by the Board of Legislators. The RFP shall also be posted on the Oneida County website from the time of the publication of the RFP notice through the deadline for response. Additionally, the Purchasing Director shall provide each County Legislator a copy of the RFP via the Legislator's electronic mailbox.

In the event that at least three (3) proposals are not obtained, the Purchasing Director shall re-advertise the RFP for period of (2) business days in the public notice section of the official papers as designated by the Board of Legislators. A second failure to obtain at least three (3) proposals in response to the RFP shall allow the Purchasing Director or the requesting Department head to make a recommendation based on the proposals received.

Each RFP must contain language offering the unsuccessful proponent(s) an opportunity to be advised of the reasons why an award was not made to them based on their response to the RFP. Upon request, either the Purchasing Director or the relevant County department shall provide such information in writing to the unsuccessful proponent within a reasonable time after the award of the contract.

3-108 Emergency Procurements

Notwithstanding any other provisions of this Policy, the Director of Purchasing, with the approval of the County Executive, the Commissioner of Public Works, and the County Attorney may make or authorize others to make emergency procurements of commodities, supplies, services, or construction items when there exists a threat to public health, welfare, or safety; or county property; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular supplier shall be included in the contract file. As soon as

practicable, a record of each emergency procurement shall be made and shall set forth the supplier's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

The Board of Legislators shall be provided with electronic notification of each instance in which an emergency procurement has been required and has been approved by the County Executive.

3-109 Cancellation of Invitations for Bids or Request for Proposals

An invitation for bids, a request for proposal, or other solicitation may be cancelled, or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the contract file. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

PART B – Qualifications and Duties

3-201 Responsibility of Bidders

- 1) *Determination of Non-responsibility.* If a bidder who has been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Director of Purchasing or his or her designee. The unreasonable failure of a bidder to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. The final determination shall be made part of the contract file and be made a public record.

3-301 Contract Clauses and Their Administration

- 1) *Contract Clauses.* All County of Oneida contracts for supplies, services, materials and equipment as well as public works projects shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Director of Purchasing, after consultation with the County Attorney, may issue clauses appropriate for supply, service, or public works contracts, addressing among others the following subjects:
 - a) the unilateral right of the County of Oneida to order in writing the changes in the work within the scope of the contract;
 - b) the unilateral right of the County of Oneida to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - c) variations occurring between estimated quantities of work in contract and actual quantities;

- d) defective pricing;
 - e) liquidated damages;
 - f) specified excuses for delay or nonperformance;
 - g) termination of the contract for default;
 - h) termination of the contract in whole or in part for the convenience of the County of Oneida;
 - i) suspensions of work on a construction project or by the County of Oneida; and
 - j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - (i) when the contract is negotiated;
 - (ii) when the contractor provides the site or design; or
 - (iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.
- 2) *Price Adjustments*
- a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
 - (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (ii) by unit prices specified in the contract or subsequently agreed upon;
 - (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - (iv) in such other manner as the contracting parties may mutually agree;
- 3) *Standard Clauses and Their Modification.* The Director of Purchasing or their designee, after consultation with the County Attorney, may establish standard contract clauses for use in County of Oneida contracts. If the Director of Purchasing establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or requests for proposals.

3-302

Contract Administration.

A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained. This shall include a documented review and approval process which insures that all contracts have been examined by all relevant departments, and including, but not limited to the County Attorney, Budget, the Board of Legislators (when appropriate) and the County Executive.

3-303 Approval of Accounting System

Except with respect to firm fixed-price contracts, no contract shall be awarded unless it has been determined in writing by the Director of Purchasing that:

- a) the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- b) the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

3-304 Right to Inspect Plant.

The County of Oneida may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County of Oneida.

3-305 Right to Audit Records.

The County of Oneida shall be entitled to audit the books and records of a contractor or subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such a contract or subcontract. Such books and records shall be maintained by the contractor for a period of six (6) years from the date of final payment under the contract and by the subcontractor for a period of six (6) years from the date of final payment under the subcontract.

3-306 Reporting of Anti-Competitive Practices.

Competition. The Director of Purchasing shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-105 (Sole Source Procurement).

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General, County Attorney and District Attorney.

3-307 County of Oneida Procurement Records.

- 1) *Contract File.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained by the County of Oneida in a contract file held by the Director of Purchasing.
- 2) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the County of Oneida in accordance with record retention guidelines and schedules approved by the State of New York.

PART C – Fiscal Responsibility

ARTICLE 4 – DEBARMENT OR SUSPENSION

4-101 Authority to Debar or Suspend.

- 1) *Debarment.* After reasonable notice to the person, company or contractor involved and reasonable opportunity for that person, company or contractor to be heard, the Director of Purchasing, after consultation with the County Attorney, is authorized to debar a person, company or contractor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years.
- 2) *Suspension.* After consultation with the County Attorney, the Director of Purchasing is authorized to suspend a person, company or contractor from consideration for award of contracts if there is a probable cause to believe that the person, company or contractor has engaged in any activity that might lead to debarment.

The suspension shall be for a period not to exceed three years. The causes for debarment include:

- a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract;
- b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County of Oneida contractor;
- c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d) violation of contract provisions, as set forth below, of a character which is regarded by the Director of Purchasing to be so serious as to justify debarment action:
 - i. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- e) any other cause the Director of Purchasing determines to be so serious and compelling as to affect responsibility as a County of Oneida contractor, including debarment by another governmental entity for any cause listed in this Policy; and
- f) for violation of the ethical standards set forth in Article 6 (Ethics in Public Contracting).

4-102 Decision to Debar or Suspend

The Director of Purchasing shall issue a written decision to debar or suspend. The decision shall state the reasons for action taken and inform the debarred or suspended person, company or contractor involved of their rights concerning judicial or administrative review. The Board of Legislators shall receive electronic notification of each decision to debar or suspend issued by the Director of Purchasing.

4-103 Notice of Decision

A copy of the decision required by Section 4-102 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person, company or contractor.

4-104 Finality of Decision

A decision under Section 4-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or unless the debarred or suspended person, company or contractor, within 10 days after receipt of the decision, submits a written appeal to the County Executive or commences a timely action in court in accordance with applicable law.

ARTICLE 5 – APPEALS AND REMEDIES

5-101 Bid Protests.

- 1) *Right to Protest.* Any actual or prospective bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract retains the right to protest. Protestors are urged to first seek resolution of their complaints with the Director of Purchasing. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within 3 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the matter is unable to be resolved through this process, the protest may be submitted to the County Executive's office for additional consideration.

- 2) *Stay of Procurements during Protests.* In the event of a timely protest under Subsection (1) of this Section, the Director of Purchasing shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the County Executive makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County of Oneida.

The Board of Legislators shall receive electronic notification of each bid protest and any stays of procurement issued during the pendency of such protest or other action taken by the County Executive under this section of the procurement policy.

5-102 Contract Claims

- 1) *Decision of the Director of Purchasing.* All claims by a contractor against the County of Oneida relating to a contract awarded through the Purchasing Department, except bid protests, shall be submitted in writing to the Director of Purchasing for a decision. The contractor may request a conference with the Director of Purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of a contract, mistake, misrepresentation, or other causes for contract modification or rescission.
- 2) *Notice to the Contractor of the Director of Purchasing's Decision.* The decision of the Director of Purchasing shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection (3) of this Section.
- 3) *Finality of Director of Purchasing's Decision; Contractor's Right to Appeal.* The Director of Purchasing's decision shall be final and conclusive unless, within, 5 calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Executive or commences an action in a court of competent jurisdiction.
- 4) *Failure to Render Timely Decision.* If the Director of Purchasing does not issue a written decision regarding any contract controversy within 20 days after written request for a final decision, or within such longer period as may be agreed upon between parties, then the aggrieved party may proceed as if an adverse decision had been received.

5-103 Authority of the Director of Purchasing to Settle Bid Protests and Contract Claims.

The Director of Purchasing is authorized to settle any protest regarding the solicitation or award of a County of Oneida contract awarded through the Purchasing Department, or any claim arising out of the performance of a County of Oneida contract, prior to an appeal to the County Executive or the commencement of an action in a court of competent jurisdiction.

5-104 Remedies for Solicitations or Awards in Violation of Law.

- 1) *Prior to Bid Opening or Closing Date for Receipt of Proposals.* If prior to the bid opening or closing date for receipt of proposals, the Director of Purchasing, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be cancelled or revised to comply with applicable law.
- 2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the Director of Purchasing, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, the solicitation or proposed award shall be cancelled.

- 3) *After Award.* If, after an award, the Director of Purchasing, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:
- (b) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County of Oneida; or
 - (ii) the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
 - (c) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the County of Oneida.

ARTICLE 6 – ETHICS IN PUBLIC CONTRACTING

6-101 Criminal Penalties.

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of any New York State or Oneida County law they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or non-employees which are in existence on the effective date of this Policy shall not be impaired.

6-102 Employee Conflicts Of Interest

It shall be unethical for any County of Oneida employee to participate directly or indirectly in a procurement contract when the County employee knows that:

- a) the County of Oneida employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract; or
- b) any other person, business, or organization with which the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A County of Oneida employee or any member of a County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

6-103 Gratuities and Kickbacks

- 1) *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.
- 2) *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.
- 3) *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

6-104 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

6-105 Contemporaneous Employment Prohibited

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by which the employee is employed.

6-106 Waivers for Contemporaneous Employment Prohibition and Other Conflicts of Interest.

The County Board of Ethics may grant a waiver from the employee conflict of interest provision (Section 6-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 6-105; Contemporaneous Employment Prohibited) upon making a written determination that:

- a) the contemporaneous employment or financial interest of the County employee has been publicly disclosed; and
- b) the County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- c) the award will be in the best interests of the County of Oneida.

6-107 Use of Confidential Information

It shall be unethical for any County employee or former County employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or personal gain of any other person.

6-108 Sanctions

- 1) *Employees.* Sanctions against employees shall be in accordance with Chapter 66 of the Laws of Oneida County. (Code of Ethics)
- 2) *Non-Employees.* The Director of Purchasing may impose any one or more of the following sanctions on a non-employee for violations of ethical standards:
 - a) written warnings or reprimands;
 - b) termination of contracts; or
 - c) debarment or suspension as provided in Section 4-101 (Authority to Debar or Suspend).

ARTICLE 7 – DISPOSITION OF SURPLUS PROPERTY

7-101 Purpose

The method chosen for sale of surplus goods and materials is within the sole discretion of the Director of Purchasing, subject to the approval of the County Executive. However, in order to fill a fiduciary duty, the method of sale adopted should be one which is thought to bring the best price or maximum benefits and may include sale by public auction or the use of online auction services such as e-Bay.

7-102 Methods of Competition to be used for Non-Bid or Auction Dispositions

The methods of disposition to be used are as follows:

1. For dispositions with an estimated value greater than one thousand (\$1,000) dollars, items will be offered to the public via public auction;
2. For dispositions with an estimated value less than or equal to one thousand (\$1,000) dollars, items will be left to the discretion of the Director of Purchasing.
3. A good faith effort shall be made to sell all surplus items. If the County is unable to sell the items via public auction it may at that time dispose of items any way deemed responsible by the Director of Purchasing. The attempts made shall be documented and become part of the disposition record.
4. The above notwithstanding, the Director of Purchasing, at his/her discretion, may require standards which exceed those presented in this policy.

7-103 Adequate Documentation

Documentation of actions taken in connection with each method of disposition is required, as follows, and will be maintained as part of the disposition record.

- i. Any memorandums, forms, notations, or other documentation used in establishing the basis of the disposition decision.
- ii. No documentation other than the independent estimate itself is required when the disposition is left to the discretion of the Director of Purchasing.

7-104 Awards to Other than Highest Responsible Dollar Offer

Whenever any disposition is awarded to other than the highest responsible dollar offer, documentation of the reasons such an award furthers the purpose of the County shall be provided in writing by the Director of Purchasing and be maintained as part of the disposition record.

7-105 Items Exempted From Disposition Policies and Procedures

The Legislature will set forth, by resolution, circumstances when, or types of dispositions for which, in the sole discretion of the governing body, the solicitation of alternative offers to purchase will not be in the best interest of the County. Such resolution will state the reasons for such conclusion, and will become an attachment to the disposition record.

**ARTICLE 8 – ADDITIONAL REQUIREMENTS FOR FEDERAL TRANSIT
ADMINISTRATION FUNDED CONTRACTS**

8-101 Disadvantaged Business Enterprise Program

The County of Oneida's Department of Planning has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. The County of Oneida's Department of Public Transportation has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the County of Oneida's Department of Planning acknowledges that the requirements of 49CFR part 26, as amended, shall be complied with.

It is the policy of the County of Oneida and its Department of Planning to ensure that DBE's, as defined in Part 26, have an equal opportunity to receive and participate in DOT- assisted contracts.

8-102 Required Contract Clauses

It is the policy of the County of Oneida and its Department of Planning to ensure that the most current FTA required contract clauses will be used in all FTA funded contracts and that the FTA Website and other appropriate sources shall be checked prior to the undertaking of each procurement action.

**ARTICLE 9 – ADDITIONAL REQUIREMENTS FOR
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
FUNDED CONTRACTS**

9-101 Minority and Women-Owned Business Enterprises Participation Goals and Equal Employment Opportunity Policy Statement

The County of Oneida has received and will receive New York State financial assistance from the Office of Children and Family Services, and as a condition of receiving this assistance, the County of Oneida acknowledges that the requirements of OCFS-3460 shall be complied with.

The County of Oneida adopts and agrees to comply with the Policy Statement required by OCFS-3460 for all contracts funded by the New York State Office of Children and Family Services. The County of Oneida designates the Director of Purchasing as the Minority Business Enterprise Liaison.

ARTICLE 10 – IRAN DIVESTMENT ACT

Pursuant to General Municipal Section 103-g, the following certification of compliance is mandatory in every bid or proposal where competitive bidding is required for work or services performed or to be performed or goods sold or to be sold:

Certification of Compliance with the Iran Divestment Act

Pursuant to Section 103-g of the General Municipal Law, by submission of this bid or proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification. In any case where 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. The County may award a bid to a Bidder who cannot make the certification on a case-by-case basis if:

1. The investment activities in Iran were made before the effective date of Section 103-g of the General Municipal Law, the investment activities in Iran have not been expanded or renewed since such date, and the Bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

ARTICLE 11 - PROHIBITION ON PURCHASE OF TROPICAL HARDWOOD

Pursuant to State Finance Law Section 165(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement:

Certification of the Prohibition on Purchase of Tropical Hardwoods

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one (Aug. 25, 1991); or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one (Aug. 25, 1991), where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or

c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

ARTICLE 12 - COUNTY RECYCLING AND SOLID WASTE MANAGEMENT PROGRAM

Pursuant to Oneida County Board of Legislators Resolution No. 249 of 1999, the following certification is mandatory in every bid or proposal where competitive bidding is required for work or services performed or to be performed or goods sold or to be sold:

Certification of the County Recycling and Solid Waste Management Program

Pursuant to the Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, Bidder certifies that all waste and recyclables generated within the Oneida-Herkimer Solid Waste Authority's service area in connection with the bid or proposal will be delivered exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority.

Upon award, Bidder will be required to provide the County with proof that Resolution No. 249 of 1999 will be complied with; that all waste and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the Bidder and any subcontractors will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

ARTICLE 13 – NON COLLUSIVE BIDDING

Pursuant to General Municipal Section 103-d(1), the following certification is mandatory in every bid or proposal where competitive bidding is required for work or services performed or to be performed or goods sold or to be sold:

Certification of Non-Collusive Bidding

Pursuant to Section 103-d of the General Municipal Law, by submission of this bid or proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

2. Unless otherwise required by law, the price which has been quoted in this bid has not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

**COUNTY OF ONEIDA
PROCUREMENT POLICY**

January 2016

Page 25

3. No attempt has been made or shall 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.

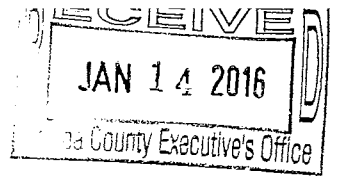
A bid or proposal shall not be considered for award, nor shall any award be made where 1, 2, and 3 above have not been complied with. In any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish a signed statement which sets forth in detail the reasons therefore.

**ARTICLE 14 – NAMES AND TITLES OF ONEIDA COUNTY
PURCHASING STAFF**

Effective January 1, 2009, General Municipal Law §104-b (2)(f) requires that the procurement policies and procedures of each political subdivision and district therein will identify the individual or individuals responsible for purchasing and their respective titles. This information is required to be updated biennially.

The following individuals are the individuals responsible for purchasing in Oneida County as of January 1, 2016:

Director of Purchasing:	Mello Testa
Assistant Director of Purchasing:	Shelley Nowak
Buyer:	Ron Ling
Buyer:	Chelli Kaufman
Buyer:	Sam Trapanick
Buyer:	Diana Pierce



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

January 14, 2016

FN 20 16-107

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

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

WAYS & MEANS

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

Date 1/19/16

Dear County Executive Picente:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the Tax Commission and accompanied by a resolution approved and passed by the Board before April 1, 2016. This process was developed to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

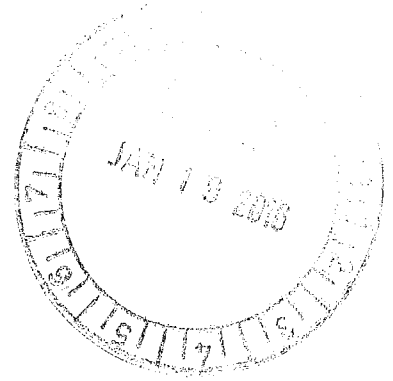
The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$446,634. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1, 2016 in order to take effect.

Respectfully,

Sandra J. DePerno

Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Gerald J. Fiorini, Chairman of the Board
Hon. Michael Waterman, Chairman, Government Operations



MORTGAGE TAX COLLECTION EXPENSE 2016

Personnel	A	B	C	D	Annual Salary Cost
	Percent	Base Salary	Fringe Benefits B x 42%	Salary plus Fringe B + C	A x D
County Clerk	9%	\$69,937	\$29,374	\$99,311	\$8,938
1st Deputy Clerk	36%	\$47,066	\$19,768	\$66,834	\$24,060
Deputy County Clerk - #5	36%	\$35,908	\$15,081	\$50,989	\$18,356
Deputy County Clerk - #6	36%	\$35,883	\$15,071	\$50,954	\$18,343
2nd Deputy Clerk - #22	36%	\$56,810	\$23,860	\$80,670	\$29,041
Deputy Clerk - #1N	36%	\$45,734	\$19,208	\$64,942	\$23,379
Senior Clerk - #14	50%	\$41,904	\$17,600	\$59,504	\$29,753
Clerk - #23	36%	\$26,277	\$11,036	\$37,313	\$13,433
Senior Clerk - #21	45%	\$26,277	\$11,036	\$37,313	\$16,791
Senior Clerk - #18	65%	\$41,904	\$17,600	\$59,504	\$38,677
Senior Clerk - #16	36%	\$37,395	\$15,706	\$53,101	\$19,116
Senior Clerk - #17	50%	\$39,506	\$16,593	\$56,099	\$28,049
Senior Clerk - #8	50%	\$37,491	\$15,746	\$53,237	\$26,620
Clerk - #19	36%	\$25,664	\$10,779	\$36,443	\$13,119
EMPLOYEE SUB-TOTAL					\$307,677

OTHER COSTS	A	B	C	Annual Cost
	Percentage	Monthly Fee	No. of Months	A x B x C
Computer Support Costs	27%	\$14,200	12	\$46,008
Postage	100%	\$2,510	12	\$30,120
General Office Supplies	12%	\$2,000	12	\$2,880
Copy Costs	100%	350	12	\$4,200
TOTAL				\$83,208

	A	B	C	Annual Cost
	No. of Cubic Feet	Cost Per Foot	No. of Months	A x B x C
Storage Space (Inactive)	35	\$6	12	\$2,520
TOTAL				\$2,520

OFFICE SPACE/LIGHT/HEAT	A	B	C	D	Annual Cost
	Percentage	No. of Square Feet	Cost Per Foot	No. of Months	A x B x C x D
General Office Area	40%	500	\$18.12	12	\$43,488
Mortgage Tax Clerk Office	80%	56	\$18.12	12	\$9,741
TOTAL					\$53,229

TOTAL OTHER COSTS \$138,957

TOTAL ALL COSTS TO ONEIDA COUNTY

\$446,634

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

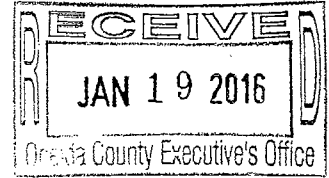


PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

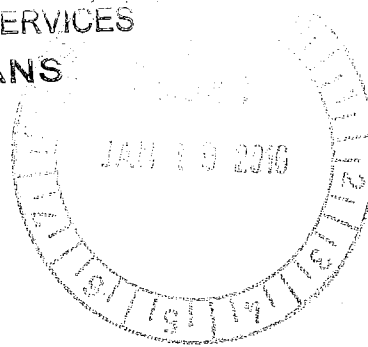
Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 16 - 108



January 13, 2016

HEALTH & HUMAN SERVICES
WAYS & MEANS



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

Dear Mr. Picente:

The Oneida County Health Department was awarded a COLA of \$32,574 from the New York State Department of Health (NYSDOH) for the Childhood Lead Poisoning Primary Prevention Program. This revenue was not included in the 2016 health department budget.

Therefore, the Health Department is requesting the following supplemental appropriation for the 2016 fiscal year

To: A4062.495 – Other Expenses\$32,574

This appropriation will be supported by revenue in A3412 – State Aid – Lead Poisoning Prevention.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E,
Director of Health

cc: T. Keeler, Director of Budget

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

Anthony J. Picente, Jr.
County Executive

Date 1/19/16

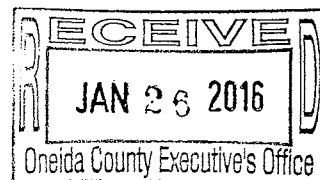


Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

January 25, 2016



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

FN 20 16109

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

**PUBLIC SAFETY
WAYS & MEANS**

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

Date 1/26/16

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2016 Transfer of Funds of \$10,200.00 to be used to purchase body armor for the School Safety Officers contract at the Whitesboro School District. We are in the process of equipping each officer for the position. There will be NO County dollars spent on this contract, as the County will be reimbursed from the School District.

I respectfully request that this matter be acted on at the next Board of Legislators board meeting.

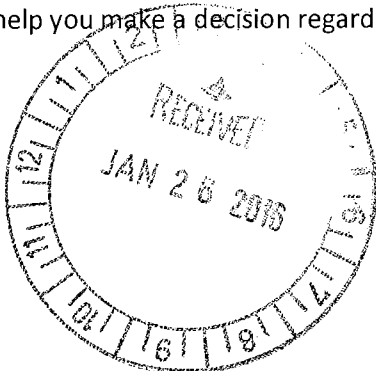
A transfer is needed to allocate funding into the School Safety Officer Budget for this purpose as follows:

<u>Transfer from Account</u>		<u>Amount</u>
A3121.436	Uniforms	\$10,200.00
<u>Transfer to Account</u>		<u>Amount</u>
A3121.4365	Body Armor	\$10,200.00

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,
[Signature]

Robert M. Maciol,
Oneida County Sheriff





**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER**

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

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

December 7, 2015

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

EN 20 16 110

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

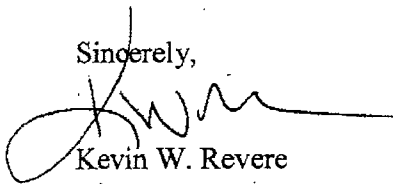
Attached is a contract for Local Emergency Performance Grant money to assist in the operation of the Oneida County Emergency Services Department. This program is funded by the New York State Department of Homeland Security and Emergency Services and it made available to State and Local government through the Federal Emergency Management Agency. This grant requires matching funds from the County.

The award of this grant to Oneida County is in the amount of \$93,376.00. The grant covers the period from October 1, 2014 to September 30, 2016.

The purpose of the grant is to support the development and maintenance of comprehensive emergency management at the state and local levels and to encourage the improvement of readiness response and recovery capabilities for all hazards that threaten the state's communities. Funds provided under the grant may and should be used to support activities that contribute to capability to prevent, to prepare for and recover from natural and man-made disasters.

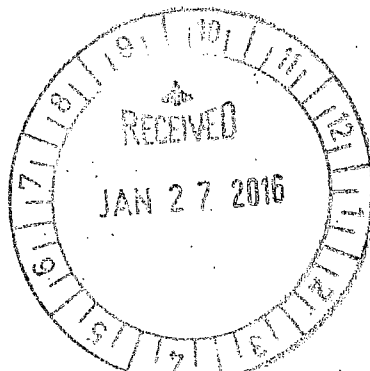
I respectfully request that you submit this contract to the Board of Legislators for approval and when approved, please have it electronically signed. If you have any questions please contact me.

Sincerely,

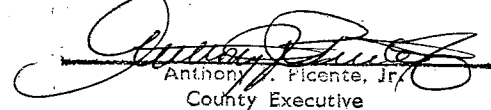


Kevin W. Revere
Director

kmg



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



Anthony J. Picente, Jr.
County Executive

Date 1/26/16

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name & Address of Vendor: New York State Division of Homeland Security and Emergency Services

1220 Washington Avenue
Building 7A, Suite 710
Albany, New York 12242

Title of Activity or Services: Emergency Management Performance Grant

Proposed Dates of Operations: 10/01/14 - 9/30/16

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: This state grant will assist Oneida County to build and sustain emergency management capabilities.

2). Program/Service Objectives and Outcomes: To develop/enhance homeland security emergency management organization and structure.

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

Total Funding Requested: \$93,376.00 **Account#** A4304

Oneida County Dept. Funding Recommendation: \$93,376.00

Proposed Funding Source (Federal \$ /State \$ / County \$): NYS State Division of Homeland Security and Emergency Services.

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: This grant requires an equal fund match of \$93,376.00 from the County.

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: C150455 (Contract Number)</p> <p>ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: WM2015 EMPG CFDA NUMBER: 97.042 DHSES NUMBERS: WM15150455</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595 DUN & BRADSTREET NO: 075814186</p>	<p>INITIAL CONTRACT PERIOD: FROM 10/01/2014 TO 09/30/2016 FUNDING AMOUNT FOR INITIAL PERIOD: \$93,376.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER:</p> <div style="border: 1px solid black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <p>(Enter number of Exempt) if "Exempt" is entered above, reason for exemption. 0 - not exempt</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services</p> <p>BY: _____ Date: _____</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:</p> <p>BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>

Award Contract

EMPG

Project No.

Grantee Name

EM15-1036-D00

Oneida County

12/05/2015

Award Contract

EMPG

Project No.

Grantee Name

EM15-1036-D00

Oneida County

12/05/2015

Award Contract

EMPG

Project No.

Grantee Name

EM15-1036-D00

Oneida County

12/05/2015

Award Contract

EMPG

Project No.

Grantee Name

EM15-1036-D00

Oneida County

12/05/2015

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support Authorized Emergency Management Activities	1	\$186,752.00	\$186,752.00	\$93,376.00	\$93,376.00
Total				\$186,752.00	\$93,376.00	\$93,376.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$186,752.00	\$93,376.00	\$93,376.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$186,752.00	\$93,376.00	\$93,376.00

Award Contract

Project No.
EM15-1036-D00

Grantee Name
Oneida County

EMPG

12/05/2015

Award Contract

EMPG

Project No.
EM15-1036-D00

Grantee Name
Oneida County

12/05/2015

Work Plan

Goal

To assist local governments in preparing for all hazards.

Objective #1

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance Grant

Target Capability

Primary - Planning

To build and sustain emergency management capabilities.

Task #1 for Objective #1

Conduct organizational activities to support all-hazards emergency management operations.

Performance Measure

- 1 Organizational activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced emergency management operations in the jurisdiction.

Task #2 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

Performance Measure

- 1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #3 for Objective #1

Design, develop, conduct and/or participate in exercises using HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

Performance Measure

- 1 Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative describing how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Task #4 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide authorized training to appropriate personnel. EMPG funded personnel complete required NIMS and Professional Development Series training courses.

Performance Measure

- 1

Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Award Contract**EMPG****Project No.****Grantee Name**

EM15-1036-D00

Oneida County

12/05/2015

NEW YORK STATE
 DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
 GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS**I. GENERAL TERMS AND CONDITIONS**

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. **Contract Parts:** This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. **Order of Precedence:** In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

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

F. **Funding:** Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. **Contract Period:** The period of this Contract shall be as specified on the face page hereof.

H. **Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. **Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. **Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. **Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. **Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - 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.
2. Notices to the State shall be addressed to the Program Office.
3. Notices to the Contractor shall be addressed to the Contractor's designee.
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior 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 receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: 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 Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the 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 any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the Contract 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.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.²

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief 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 State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the

State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a. 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.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at

the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

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 applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter

financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 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 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced

under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C

(Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State 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. The Contractor shall 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 the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, 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 the 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 or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, 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 the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and

every subcontract in excess of \$100,000 prior to giving written permission 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 the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may 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:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. 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, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), 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. 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 the 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 the 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 the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a. The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and

effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor 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. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason (s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁸ 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) 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 DHSES, to fully comply and cooperate with the DHSES 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'). Contractor's 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.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. 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 DHSES for liquidated or other appropriate damages, as set forth herein.

3. 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:

i. 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.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's 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 (iv) and Paragraph 'e' of this Section 3, 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

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES 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 DHSES 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.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. 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.

4. 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, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, 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 DHSES 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.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES 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.

7. Liquidated Damages - MWBE Participation

a. Where DHSES 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 DHSES 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 DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES 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 DHSES.

8. M/WBE AND EEO Policy Statement

a. 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 Homeland Security and Emergency 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.

(6) 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 organization's 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.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES 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 execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES 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.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, 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 financial capacity.

a. The DHSES Commissioner, 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 DHSES 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 the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee,

to be non-responsible. In such event, the Commissioner, 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.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. 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 Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. 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 responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7) (d) or (e) herein must make all procurements as noted below:

- i. If the Contractor 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.
- ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
- iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.
- iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
- v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. 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.
- g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.
- h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor 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 DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.
 - i. DHSES shall provide the Contractor with written notice of noncompliance.
 - ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.
- i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.
- j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.
 - i. By entering into this Contract, Contractor (or any assignee) 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>.

ii. 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.

iii. During the term of the Contract, should DHSES 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.

iv. DHSES 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.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract 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 DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor 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 all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients

that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES 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, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES 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, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor 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.).

2. Contractor agrees that 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.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor 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 Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/15

Certified by - on

Award Contract**EMPG****Project No.****Grantee Name**

EM15-1036-D00

Oneida County

12/05/2015

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the 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, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. 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. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a

check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. 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 Contractor must notify the Federal Fiscal Unit 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, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - on

Award Contract**EMPG****Project No.****Grantee Name**

EM15-1036-D00

Oneida County

12/05/2015

Special Conditions**I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Emergency Management Performance Grant (EMPG) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. EMPG funds must be used in accordance with the guidelines set forth in the EMPG Notice of Funding Opportunity, which can be located at <http://www.fema.gov/preparedness> non disaster grants.
2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding EMPG funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for EMPG as listed on the Authorized Equipment List (AEL) (<http://www.fema.gov/media-library/assets/documents/101566>).
2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using EMPG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/eph.cfm>

F. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

G. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the

DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

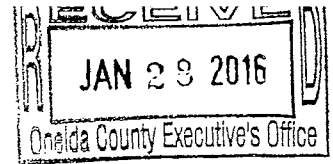
4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

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. Paolozzi
Bernard L. Hyman, Jr.
Fodd C. Carville
Robert L. Bauer
Michael R. Nolan

Dawn Catera Lupi
First Assistant

Joshua L. Bauer
Christopher D. Hameline
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

FN 20

16-114

January 14, 2016

WAYS & MEANS

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

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislators for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

se

Encs. State Billing 2015 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

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

Anthony J. Picente, Jr.
County Executive

Date 1/28/16

STATE BILLING 2015
SUMMARY OF CASES
PAGE 1

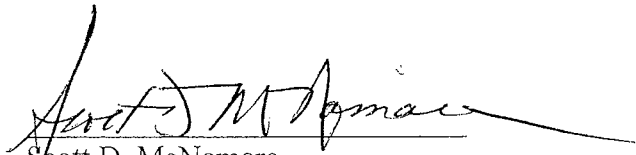
INMATE	TOTAL
Dalon Blunt	119.75
Shady Bolton	4,253.34
Lucian Bryan	491.30
Jose Colon	111.56
Eric Conklin	135.93
Nestor Cruz	431.28
Ariel Echavarria	159.89
Rogelio Figueroa	152.96
Kamel Gause	113.58
Joquan Grady	527.87
David Hanna	390.16
Alexander Hernandez	481.93
Alvaro Hernandez	125.71
Leshawn Kittle	109.77
Alexander Lermineau	231.04
Anthony Maldonado	157.07
David Martinez	119.31
Shannon McLennan	331.01
Manuel Mosley	121.31
Christopher Novak	183.25
Johaziha Pough	127.57
Andy Quezada	111.60
Alonzo Reed	499.63
Richard Robinson	505.49
Ricardo Solano	118.07
Miguel Sotomoyer	127.22
Anthony Spearman	117.29
William Tirado	613.82
Jamel Valentine	145.31
Faisal Zeeshan	546.34
Total	\$11,660.36

STATE BILLING 2015
SUMMARY OF CASES
PAGE 2

Time expended on 12/31/15 by Susan Engesser preparing state billing for reimbursement:
one and one half hours at \$35.01 per hour = \$52.52 plus 50.99% in fringe benefits =
\$79.29

Total	\$79.29
Grand Total	\$11,739.65

I hereby certify that the above expenses were incurred with regard to the investigation
and/or prosecution of the above-entitled matters.


Scott D. McNamara
Oneida County District Attorney

STATE
OF
NEW YORK

STATE AID VOUCHER

Voucher No.

1] Originating Agency <i>NYS Dept of Corrections</i>		Orig. Agency Code		Interest Eligible (Y/N) <i>N</i>	
Payment Date (MM) (DD) (YY) <i>11 1</i>		OSC Use Only		Liability Date (MM) (DD) (YY) <i>1 1</i>	
2] Payee ID <i>156-00-0460</i>		3] Zip Code <i>13501</i>		Payee Amount <i>\$11,739.65</i>	
4] Payee Name (Limit to 30 spaces) <i>Oneida County</i>		IRS Code		IRS Amount <i>\$11,739.65</i>	
Payee Name (Limit to 30 spaces) <i>District Attorney</i>		Stat. Type		Statistic	
Address (Limit to 30 spaces) <i>235 Elizabeth Street</i>		5] Ref/Inv. No. (Limit to 20 spaces) <i>Addl State Inmates</i>		Indicator-Dept.	
Address (Limit to 30 spaces)		Ref/Inv. Date (MM) (DD) (YY) <i>12 31 15</i>		Indicator-Statewide	
City (Limit to 20 spaces) <i>Utica</i>		(Limit to 2 spaces) → State <i>NY</i>		Zip Code <i>13501</i>	

3] Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
		<i>2015 Expenses associated with the investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list</i>	<i>\$11,739</i>	<i>65</i>

State Aid Program or Applicable Statute:	TOTAL	<i>\$11,739</i>	<i>65</i>
Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.	Less Receipts		
→ Signature in Ink <i>Joseph J. Campain</i>	NET		
Title <i>Comptroller</i>	100% State Aid Claimed	<i>\$11,739</i>	<i>65</i>
Name of Municipality <i>Oneida County</i>			

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid	
Date	By _____		Verified	Certified For Payment of State Aid Amount
Page No.	Date _____		Audited	
By _____			By _____	

Expenditure					Liquidation						
ept.	Cost Center Code			Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
	Unit	Var.	Yr.		Dept.	Statewide					

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Marcy Correctional Facility, Midstate Correctional Facility or the Mohawk Correctional Facility, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

WHEREAS, the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

WHEREAS, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

WHEREAS, the Oneida County District Attorney has certified to the Board of Legislators that the expenses associated in the investigation and prosecution of alleged crimes committed by Dalon Blunt, Shady Bolton, Lucian Bryan, Jose Colon, Eric Conklin, Nestor Cruz, Ariel Echavarria, Rogelio Figueroa, Kamel Gause, Joquan Grady, David Hanna, Alexander Hernandez, Alvaro Hernandez, Leshawn Kittle, Alexander Lermineau, Anthony Maldonado, David Martinez, Shannon McLennan, Manual Mosley, Christopher Novak, Johaziha Pough, Andy Quezada, Alonzo Reed, Richard Robinson, Ricardo Solano, Miguel Sotomoyer, Anthony Spearman, William Tirado, Jamel Valentine and Faisal Zeeshan amount to \$11,739.65 now, therefore,

BE IT RESOLVED, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 27, 2016

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

EN 20 16-112

PUBLIC SAFETY

Dear Honorable Members:

WAYS & MEANS

The Oneida County Public Defender's Office Criminal Division has been awarded a new grant from the New York State Office of Indigent Legal Services for the establishing Regional Immigration Assistance Center. The term of this grant will run from November 1, 2015 through October 31, 2018. This grant will be used to help improve the services provided under Article 18-B of the County Law and the development of partnerships with various region wide providers of services to the immigrant population. This partnership will include 16 local counties which make up the designated Central New York Region.

The Public Defender's Office will be adding some new positions which were approved by your Board at your October 14, 2015 meeting with the approval of Resolutions #291, #292, and #293.. This grant will be used to kick start some of the new initiatives being undertaken by the New York State Office of Indigent Legal Services. This grant is for \$1,350,000 and will be paid over the next three years.

A portion of the grant will be used to pay for training, equipment purchases, cell phones/telephones, and various supplies as needed.

I therefore request your Board's approval of the following 2016 supplemental appropriation for the General Fund:

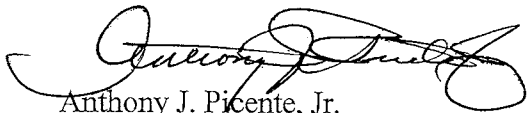
TO:

AA# A1170.101	Public Defender – Salaries.....	\$ 151,077.00
AA# A1170.211	Public Defender – Office Equipment.....	5,000.00
AA# A1170.212	Public Defender – Computer Hardware.....	10,000.00
AA# A1170.4163	Public Defender – Cell Phone.....	4,500.00
AA# A1170.455	Public Defender – Travel & Subsistence.....	15,000.00
AA# A1170.4951	Public Defender – Other Expenses.....	99,246.00
AA# A1170.810	Public Defender – Retirement.....	29,913.00
AA# A1170.830	Public Defender – Social Security.....	11,557.00
AA# A1170.840	Public Defender – Workers Compensation.....	4,230.00
AA# A1170.840	Public Defender – Unemployment.....	378.00
AA# A1170.860	Public Defender – Health Insurance.....	<u>29,250.00</u>
	Total.....	\$ 360,151.00

These supplemental appropriations will be fully supported by NYS OILS Reginal Immigration Assistance Center Grant:

RA# A3021.3 Public Defender – State Aid-Indigent Legal Services..... \$ 360,151.00

Respectfully submitted,



Anthony J. Picente, Jr.
County Executive

CC: Comptroller
Public Defender
Budget Director

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

Oneida County Public Defender
Criminal Division

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Main Office

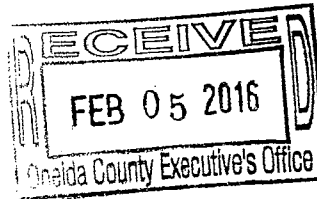
250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdefi@ocgov.net

INVESTIGATOR'S OFFICE
James J. Larabee, Sr. Investigator

Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

Wednesday, February 03, 2016

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



FEB 20 16-113

PUBLIC SAFETY
WAYS & MEANS

Re: Certification of Section 606 Expenses

Matthew E. Arnold, Dalon Blunt, Nestor Cruz, Carlos H. Diaz, Derrin Dyson, Ariel Echavarria, Kamel Gause, Dontrae Glasco, Joquan Grady, Marc Gumpert, David J. Hanna, Donald J. Hatcher, Alexander Hernandez, Alvaro Hernandez, Quasean Holmes, Dejon Jackson, Moshoun E. Johnson, Kevin Jones, Eliza King, Anthony Maldonado, Tyquan McClary, Mark McKinley, Shannon McLennan, Julian Moore, Manuel Mosley, Christopher Novak, Shailesh Ramcharan, Alonzo Reed, Richard D. Robinson, Charles Rome, Walter Rosado, Michael Ruiz, Damone T. Savage, Ricardo Solano, Joseph Solivan, Donald Spellman, Akhabue Ukpebor, Joshua Vega, Angel Velez, Anthony Waas, and Thomas Zepeta, being inmates of the State of New York.

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

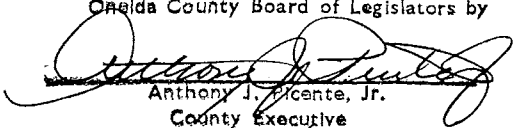
Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,


Frank J. Nebush, Jr.
Oneida County Public Defender, Criminal Division

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


Anthony J. Picente, Jr.
County Executive

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$35,624.39** for undertaking the legal defense of:

Matthew E. Arnold, Dalon Blunt, Nestor Cruz, Carlos H. Diaz, Derrin Dyson, Ariel Echavarria, Kamel Gause, Dontrae Glasco, Joquan Grady, Marc Gumpert, David J. Hanna, Donald J. Hatcher, Alexander Hernandez, Alvaro Hernandez, Quasean Holmes, Dejon Jackson, Moshoun E. Johnson, Kevin Jones, Eliza King, Anthony Maldonado, Tyquan McClary, Mark McKinley, Shannon McLennan, Julian Moore, Manuel Mosley, Christopher Novak, Shailesh Ramcharan, Alonzo Reed, Richard D. Robinson, Charles Rome, Walter Rosado, Michael Ruiz, Damone T. Savage, Ricardo Solano, Joseph Solivan, Donald Spellman, Akhabue Ukpebor, Joshua Vega, Angel Velez, Anthony Waas, and Thomas Zepeta, being inmates of the State of New York.

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

**In the Matter of the Claim of the
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:

Matthew E. Arnold, Dalon Blunt, Nestor Cruz, Carlos H. Diaz, Derrin Dyson, Ariel Echavarria, Kamel Gause, Dontrae Glasco, Joquan Grady, Marc Gumpert, David J. Hanna, Donald J. Hatcher, Alexander Hernandez, Alvaro Hernandez, Quasean Holmes, Dejon Jackson, Moshoun E. Johnson, Kevin Jones, Eliza King, Anthony Maldonado, Tyquan McClary, Mark McKinley, Shannon McLennan, Julian Moore, Manuel Mosley, Christopher Novak, Shailesh Ramcharan, Alonzo Reed, Richard D. Robinson, Charles Rome, Walter Rosado, Michael Ruiz, Damone T. Savage, Ricardo Solano, Joseph Solivan, Donald Spellman, Akhabue Ukpebor, Joshua Vega, Angel Velez, Anthony Waas, and Thomas Zepeta, being inmates of the State of New York.

A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

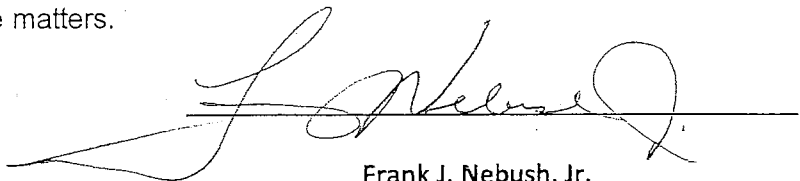
TOTAL OF EXPENSES

People v. Matthew E. Arnold	\$191.52
People v. Dalon Blunt	\$114.51
People v. Nestor Cruz	\$379.02
People v. Carlos H. Diaz	\$501.91
People v. Derrin Dyson	\$114.51
People v. Derrin Dyson	\$114.51
People v. Ariel Echavarria	\$1,858.78
People v. Kamel Gause	\$114.51
People v. Dontrae Glasco	\$114.51
People v. Joquan Grady	\$3,026.18
People v. Marc Gumpert	\$266.52
People v. David J. Hanna	\$1,659.71
People v. Donald J. Hatcher	\$1,190.07
People v. Alexander Hernandez	\$558.09
People v. Alvaro Hernandez	\$1,134.59
People v. Quasean Holmes	\$577.48
People v. Dejon Jackson	\$536.86
People v. Moshoun E. Johnson	\$114.51
People v. Kevin Jones	\$874.41
People v. Eliza King	\$210.27
People v. Anthony Maldonado	\$266.52
People v. Tyquan McClary	\$114.51
People v. Mark McKinley	\$472.77
People v. Shannon McLennan	\$625.58
People v. Julian Moore	\$114.51

People v. Manuel Mosley	\$519.65
People v. Christopher Novak	\$901.13
People v. Shailesh Ramcharan	\$114.51
People v. Alonzo Reed	\$1,364.69
People v. Richard D. Robinson	\$1,117.66
People v. Charles Rome	\$1,474.45
People v. Walter Rosado	\$114.51
People v. Michael Ruiz	\$114.51
People v. Damone T. Savage	\$3,407.55
People v. Ricardo Solano	\$114.51
People v. Joseph Solivan	\$114.51
People v. Donald Spellman	\$114.51
People v. Akhabue Ukpebor	\$114.51
People v. Joshua Vega	\$114.51
People v. Angel Velez	\$114.51
People v. Anthony Waas	\$6,586.86
<u>People v. Thomas Zapeta</u>	<u>\$3,975.45</u>
TOTAL	\$35,624.39

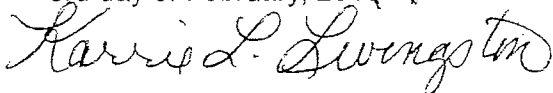
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: February 3, 2016



Frank J. Nebush, Jr.

Subscribed and sworn to before me this
3rd day of February, 2016



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 1/28/16

State
of
New York

CLAIM FOR PAYMENT

Vendor Information

Vendor Name Oneida County Public Defender/Criminal		Vendor Identification Number		
Address 800 Park Avenue		City Utica	State NY	Zip Code 13501
Invoice Number A2204 Pub Def Sec 606				

Purchase Order No. and Date	Description of Materials/Service	Quantity	Unit	Price	Amount
	REIMBURSTMENT CLAIM FOR REPRESENTING STATE INMATES PURSUANT TO SECTION 606 OF CORRECTION LAW & TITLE 7, PART 410 OF NYCRRR	1		35,624.39	35,624.39
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00

Vendor Certification				Total	35,624.39
I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.				Discount %	
_____ Vendor's Signature in Ink		_____ Title COMPTROLLER		Net	35,624.39
_____ Date		_____ Name of Company ONEIDA COUNTY			

NYS Agency Information

Vendor Identification Number		Vendor Location ID		Vendor Address Sequence	
Supplier ID	Business Unit Name		Bus. Unit	Interest Eligible (Y/N)	Contract ID
Payment Date (MM) (DD) (YY)		Liability Date (MM) (DD) (YY)		Merch/Inv. Rec'd Date (MM) (DD) (YY)	
Withholding Class	Withholding Amount	Handling Code	Payee Amount	Agency Internal Use	
Invoice Number A2204 Pub Def Sec 606			Invoice Date 02/03/16		

PeopleSoft Format Charge Lines (If Applicable)

Business Unit	Department	Program	Fund	Account
Budget Reference	Project ID	Activity	Class	Operating Unit
Product	Chartfield 1 - Accumulator	Chartfield 2 - Agency Use	Chartfield 3	Amount

Legacy Format Charge Lines (If Applicable)

Expenditures							Liquidation				
Dept	Cost Center	Var	Yr.	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept.	Statewide					
Liability Date			From Date		TC	Subledger			Optional		

Anthony J. Picente, Jr.
County Executive

David Tomidy
Director



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

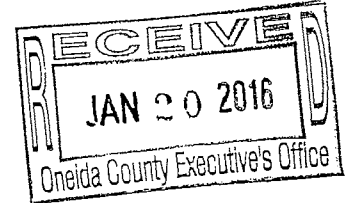
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Matthew Caracas
Mark Joseph
Holly Matthews

January 13, 2016

FN 20 16-114



PUBLIC SAFETY

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive
Date 1/20/16

Re: Certification of Section 606 of the
New York State Correction Law - 2015

Dear Mr. Picente:

Enclosed is a Certified Listing of 2015 costs in the amount of \$5,790.48 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

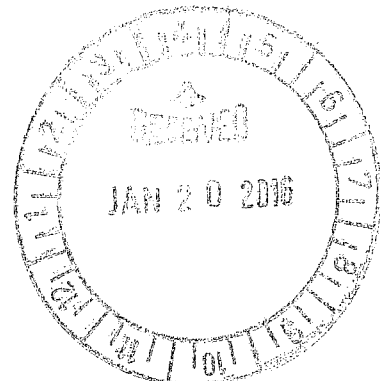
As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 31 Pre-Sentence Reports on state inmates.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures: Reimbursement Expenses for PSI's



Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Mark Joseph
Holly Matthews
Paula Mrzlikar

October 29, 2015

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

FN 20

16-115

PUBLIC SAFETY
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Re: Rome Safe Schools/Healthy Students Project

Date 1/26/16

Dear Mr. Picente:

Enclosed is an Agreement between the Probation Department and the Rome City School District wherein the school district reimburses the County for 50% of salaries, fringe benefits, and travel expenses for two full-time Probation Officers.

These Officers provide Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

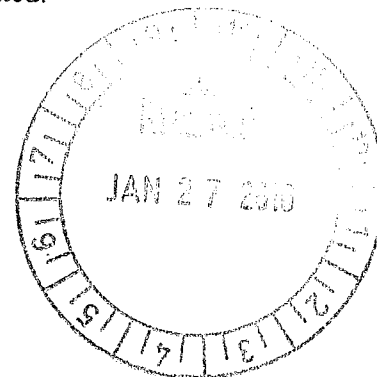
The Board and Your support of our programming continue to be most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas

Enclosures: Contract, Contract Summary Sheet, Tracking Sheet, and Budget



Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Rome Safe Schools/Healthy Students Project
Rome City School District
Clough School, Bell Road
Rome, New York 13440

Title of Activity or Service: Rome Safe Schools/Healthy Students Project

Proposed Dates of Operation: 7/1/2015 to 6/30/2016

Client Population/Number to be Served: Eligible students in the Rome School District

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Rome City School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.
- 2) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2014 we worked with 230 cases and diverted 85%.
- 3) **Program Design and Staffing:** Two full-time Probation Officers are employed full-time at Strough Junior High School, RFA, and Madison-Oneida Alternative Education buildings. They also work at selected elementary schools as needed.

Total Funding Requested: \$62,266.21 **Account#:** A3142

Oneida County Dept. Funding Recommendation: \$62,266.21

Proposed Funding Sources (Federal\$/State\$/County\$): Rome City School District

Cost Per Client Served: In 2014 the cost per client served totaled \$596.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past six years.

O.C. Department Staff Comments: Salaries, Fringe Benefits, and Travel are included in our 2015 and 2016 Budgets and we receive further reimbursement from the Oneida County Youth Bureau and the NYS Office of Probation and Correctional Alternatives reducing the County share to \$46,056 in 2015.

The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Rome City School District and parents to help students make positive changes.

**Agreement between Oneida County through its Probation Department and
Rome City School District**

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and ROME CITY SCHOOL DISTRICT, with its principal offices located at 409 Bell Road, Rome, New York 13440, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites; and

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM:

- a. This **AGREEMENT** shall be effective from July 1, 2015 until June 30, 2016, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assisting School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
 - C. Counseling and assisting students, in the school setting, with problems relating to compliance;

- D. Monitoring students' behavior at home, in school, and in the community;
 - E. Preparing progress reports on persons under probation supervision;
 - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. Other Support Services may include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- d. The Probation Department will provide two (2) full-time Probation Officers, who will provide the above-described services at the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$62,266.21 for conducting IRT services described above. Salary, fringe benefits, and related travel shall be included in the \$62,266.21 amount.
- b. The process needed for the County to receive reimbursement for IRT services will be initiated by the Probation Department's submission of a voucher to the School District, in accordance with the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACTOR STATUS:

- a. Both the County and the School District intend that the Probation Officers' status be that of independent contractors, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officers assigned under this Agreement shall remain County employees for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officers shall not be considered employees of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of particular Probation Officers remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation Department.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and up to the date of termination.

6. INDEMNIFICATION:

- a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. NOTIFICATIONS:

- a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. AMENDMENT:

- a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

DATE: 12/18/15

BY: David Tomidy

David Tomidy
Director of Probation

ROME CITY SCHOOL DISTRICT

DATE: 1/5/16

BY: Jeffrey P. Simon

Print Name: Jeffrey P. Simon,

Title: Superintendent

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY

BY _____

Raymond F. Bara
Assistant County Attorney