



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) 798-5901

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

May 12, 2010

Web-Only

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

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT

www.ocgov.net



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David J. Wood
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Patricia A. Hudak
Minority Leader

FN 20 17 - 224

May 7, 2010

FARMLAND PROTECTION BOARD

Agriculture & Rural Development

Brymer Humphreys, Chair
Agricultural and Farmland Protection Board
8661 Tibbits Road
New Hartford, NY 13413

WAYS & MEANS

RE: Eight Year Review – Agricultural District No. 3, Boonville, Forestport, Renssen and Steuben

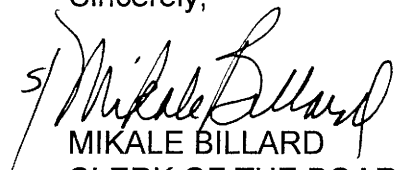
Dear Mr. Humphreys:

This office is in receipt of a request for an eight-year county evaluation of the above referenced Agricultural District No. 3, which includes the Towns of Boonville, Forestport, Renssen and Steuben. This district is a result of the consolidation of parts of the former districts 25, 14 and 26.

A docket sheet has been prepared with correspondence attached for review by your committee. Maps and other necessary documentation will be provided by the County Planning Department.

Upon completion of review by your committee, please return the docket to this office together with the committee's report and recommendations.

Sincerely,


MIKALE BILLARD
CLERK OF THE BOARD

MB:pp

Cc: FPB Members

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY -7 PM 2:39

2



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

Division of Agricultural Protection
And Development Services
518.457.2713
Fax: 518.457.2716

May 3, 2010

Susan L. Crabtree, Clerk
Oneida County Legislature
County Office Building
800 Park Avenue
Utica, New York 13501

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY 04 AM 9:29

Dear Ms. Crabtree:

February 28, 2011 will mark the anniversary of Oneida County Agricultural District No. 3 first formed on February 28, 1979.

Consistent with the requirements of the Agriculture and Markets Law, your legislative body must cause a review of the District to be conducted. This letter serves as a notice to initiate the review and generally defines the review process and time frame.

The review is designed to gauge the District's effect on local government policies concerning community development, environmental protection and preservation of the agricultural economy. The review must also consider how District farms and farm acres have furthered the purposes for which it was originally established, the extent to which it has achieved its original objectives and its degree of consistency with community economic and land use conditions.

The review procedure is detailed in the enclosed copy of the Agricultural Districts Law (Article 25AA) and in the companion **Agricultural District Law: A Current Summary** memorandum.

If I can be of any assistance during the district review or if you have any questions regarding the Agricultural Districts Program, please let me know.

Sincerely,

Ronald J. Mead

Agricultural Districts Program Manager

cc: Chair, AFPB
County Planning Department
County Cooperative Extension
Enc: Article 25AA
Agricultural District Review Memorandum

MEMORANDUM

To: Chair, Agricultural and Farmland Protection Board (AFPB)
County Planning Department
County Cornell Cooperative Extension
From: Ron Mead, Agricultural Districts Program Manager
Date: May 3, 2010

Subject: Oneida County Agricultural District No. 3 Eight-Year Review

February 28, 2011, will mark the anniversary of Oneida County Agricultural District 3 first formed on February 28, 1979.

Consistent with the requirements of the Agriculture and Markets Law (AML), the County legislative body must cause a review of the District to be conducted. This memorandum serves to alert you that the review process should be initiated and to provide several aids, which may benefit your respective review roles.

The enclosed **Agricultural District Review Worksheet (RA-113)** is enclosed to assist the County in determining the significance and viability of agriculture within the review district. While AML §303-a was amended eliminating data collection, it is essential that the **Worksheet** be completed by all agricultural landowners in the District, and in areas proposed to be added as a result of the review process to determine district viability.

Also enclosed is a map and CD identifying the state certified boundaries of the district as adopted by your County legislative body. The map has been provided through the facilities at IRIS, 302 Rice Hall, Cornell University, Ithaca, New York 14853-5601. Should the eight-year review process result in District modification, the change must be shown on a revised mylar or may be submitted digitally after contacting Cornell IRIS at (607) 255-6529 for further guidance. A copy of **Agricultural Districts Mapping Program, Mapping Checklist**, prepared by IRIS, is enclosed. The **Mapping Checklist** should serve as a guide to map preparation and filing.

Please be reminded that the Commissioner will not recertify an agricultural district until a map is filed with IRIS.

Also enclosed is a memorandum, **Agricultural Districts Law: A Current Summary**, which details the required review process and the subject areas to be addressed in the report of the AFPB.

Finally, this mailing includes a copy of the **Environmental Assessment Form** which must be completed and forwarded to us with the review documentation.

If you have any questions or if I can be of any assistance during the review you may contact me at (518) 457-2713.

Enc: Map
Review Worksheet (RA-113)
Review Profile (RA-114)
Environmental Assessment Form

Ag. District Law: A Current Summary
Mapping Checklist
Time Frame for District Reviews (Flow Chart)

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

April 23, 2010

FN 20

10 - 225

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY -4 PM 2:02

PUBLIC WORKS

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

WAYS & MEANS

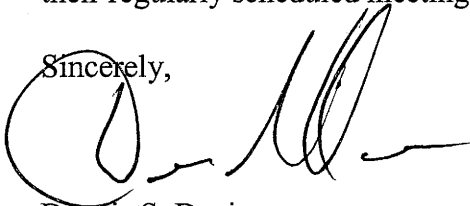
Dear County Executive Picente,

The Oneida County Attorney and various town attorneys have been working together to incorporate liability and indemnification language into the Snow and Ice Agreements that Oneida County has with various municipalities. The County Attorney has been in contact with various town attorneys to obtain the approval of their Town Board before these particular amendments were to be sent to our County Board of Legislators for their review and approval.

In conformance with certain suggestions made by the towns as to the liability and indemnification language contained in the 2009-2010 Snow and Ice Agreement with Oneida County, attached is an amended version of the agreement. The amendment does not change the length of term or reimbursement numbers.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators at their regularly scheduled meeting.

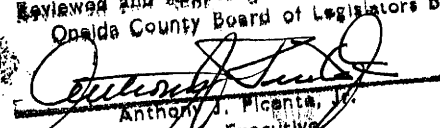
Sincerely,



Dennis S. Davis
Commissioner

DSD/mk
Enclosure(s)

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


Anthony J. Picente, Jr.
County Executive

Date 5/3/10

Oneida County Department: Public Works – Highways & Bridges

Proposed liability and indemnification language _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Public Works

Title of Activity or Service: N/A

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description: Proposed liability and indemnification language amendment for Snow and Ice Agreements between various municipalities and Oneida County DPW.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: None

Oneida County Department Funding Recommendation: Account #

Proposed Funding Source: Federal _____ State _____ County _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

AGREEMENT BETWEEN THE COUNTY OF ONEIDA AND THE TOWN OF _____
FOR THE CONTROL OF SNOW AND ICE ON COUNTY ROADS Nov. 1, 2009 to Apr. 30, 2012
(Pursuant to Resolution of the Board of Legislators)

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the County of Oneida, hereinafter called "County" acting through Dennis S. Davis, Deputy Commissioner, County Department of Public Works, and the Town of _____, County of Oneida, State of New York.

WITNESSETH: that for the consideration and upon the terms and conditions hereinafter provided the Town agrees to furnish all machinery, labor and materials therefore and to keep the paved portion of the highways herein described as reasonably free from snow and ice as the prevailing weather conditions will allow for the snow seasons dating from November 1, 2009 through April 30, 2012.

IT IS FURTHER AGREED that the town shall insure against liability incurred in these operations by carrying Liability Insurance on all automotive equipment; a certificate of such insurance must be placed on file in the County office by November 15 of each year, in the following amounts:

Bodily injury: (including death) Each Occurrence \$1,000,000, \$2,000,000 aggregate
Property damage: \$100,000 each accident and \$500,000 aggregate

The Town further shall save the County from all claims for labor or materials used in the Town's performance under this contract. [The Town shall further defend and indemnify the County against claims for property damage and bodily injury, including death, arising from the Town's performance under this agreement but the Town shall not be required to defend and indemnify the County against claims arising from allegations of negligent design or signing of the highways covered by this agreement or any other allegations of negligent acts of commission or omission attributable to the County.] The Town shall further defend and indemnify the County against any and all claims for property damage and bodily injury, including death, arising from allegations of negligence against the Town in their performance under the terms of this agreement, but the Town shall not be required to defend and indemnify the County against claims arising from allegations of negligent design or signing of the highways covered by this agreement or any other allegations of negligent acts of commission or omission attributable to the County.

IT IS FURTHER AGREED that the Town Board of said town by resolution accepts the proposal of the County of Oneida for snow and ice control on the improved County Road System of said town with the additions or exceptions as noted hereunder; a total of _____ miles for the sum of \$5,000.00 per mile for the 2009-2010 snow season, totaling _____ DOLLARS AND 00/100, one half of which shall be paid said town on or about the 15th day of February 2010 (1st payment covers the months of November & December at 60% of 1st half payment and the month of January at 40% of 1st half payment), and the balance on the final disappearance of snow and ice, not later than May 1, 2010 (2nd payment covers the months of February, March and April for the 2nd half payment). The per mile rate will increase to \$5,250.00 (\$ _____) for the 2010-2011 snow season and to \$5,500.00 (\$ _____) for the 2011-2012 snow season.

ADDITIONS

none

EXCEPTIONS

none

AGREEMENT BETWEEN THE COUNTY OF ONEIDA AND THE TOWN OF ANNSVILLE
FOR THE CONTROL OF SNOW AND ICE ON COUNTY ROADS Nov. 1, 2009 to Apr. 30, 2012
(Pursuant to Resolution of the Board of Legislators)

IT IS FURTHER AGREED that the Town will keep the entire width of the pavement as reasonably free from snow and ice as weather conditions will allow and shall provide sufficient and suitable equipment and personnel to maintain this condition at all times starting operations with the beginning of storms and continuing them until the storms cease and the pavements are again as reasonably free from snow and ice as weather conditions will allow. Keeping the pavements reasonably clear of snow and ice will necessarily require keeping the shoulders clear also, to retard the formation of drifts and afford space for the safe plowing from the pavement in a succeeding storm.

IT IS FURTHER AGREED that the Town will make every effort to eliminate slippery conditions on the pavements, and that steep hills, sharp curves, intersections, and straight sections will be sanded or otherwise treated to restore said traction for reasonable and careful use.

IT IS FURTHER AGREED that to receive payment for any road, the Town must keep the same open for traffic for its entire length and will not receive any payment if only portions are kept open, except by previous agreement with the County.

IT IS FURTHER AGREED THAT THE TOWN SUPERINTENDENT SHALL MAKE AVAILABLE UPON REQUEST A DAILY REPORT OF OPERATIONS TO THE DEPUTY COMMISSIONER OF PUBLIC WORKS ON FORMS FURNISHED TO THE SUPERINTENDENT BY THE COUNTY.

IT IS FURTHER AGREED that the County Department of Public Works shall be the sole judge as to the method used in the performance of this contract and the County reserves the right to withhold payment under this contract and to correct any conditions in any way which do not meet requirements and deduct the cost of this work from the amount of this contract.

COUNTY OF Oneida County

TOWN OF _____

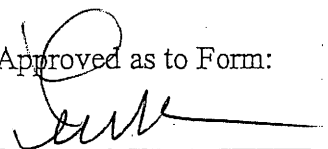
BY _____
COUNTY EXECUTIVE

BY _____
SUPERVISOR

BY _____
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

BY _____
DEPUTY COMMISSIONER

Approved as to Form:

Oneida County Attorney



OFFICE OF THE SHERIFF

DANIEL G. MIDDAGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

April 22, 2010

FN 20 10-226

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

PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY -14 PM 2:07

Dear Mr. Picente,

The Sheriff's Office is requesting approval of the attached contract with Madison – Oneida BOCES for a School Resource Officer for three consecutive school years. The Board Of Legislators has already created the SRO position and the funding in 2010 for this contract. See the attached resolutions. The contract must now be approved by the Board of Legislators. I am requesting this approval and your subsequent signature.

If I can be of further assistance, please feel free to contact me.

Thank you.

Sincerely,

Daniel G. Middaugh
Sheriff

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

Anthony J. Picente, Jr.
County Executive
Date 5/3/10

9

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

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

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

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

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Madison Oneida BOCES

Title of Activity or Service: School Resource Officer

Proposed Dates of Operation: School Years 2009-2010, 2010-2011, 2011-2012

Client Population/Number to be Served: Students and Families grade 5-12 at the Alternative Education program

Summary Statements

1) **Narrative Description of Proposed Services:** Assignment of a School resource Officer in the Middle and High School Buildings of Madison – Oneida BOCES in Verona to provide law enforcement and other appropriate services.

2) **Program/Service Objectives and Outcomes:** To have a Sheriff's Deputy available having the skills, expertise, and authority to provide needed law enforcement/related services in this setting and to serve as a role model for students. This service will promote the safety of students and teachers.

3) **Program Design and Staffing**

One full time School Resource Officer to be placed in BOCES

Total Funding Requested: \$180,000 over 3 years **Account #** A3120 Expense, A2735 Revenue

Oneida County Dept. Funding Recommendation: County already created the position and the funds to support it. Recommend signing the contract. This contract most likely does not need to go to the Board Of Legislators therefore.

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

Cost Per Client Served: N/A

Past Performance Data: Good relationship

O.C. Department Staff Comments: We have assigned a SRO here for the last 6 years or so. However there has not been a contractual arrangement.

10

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 19

**INTRODUCED BY: Messrs. Flisnik, Porter, Clancy
2ND BY: Mr. Sadallah**

**RE: APPROVAL TO CREATE ONE NEW POSITION OF DEPUTY SHERIFF-LAW
ENFORCEMENT, GRADE 1S, STEP 5 (\$34,444)**

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from Sheriff Daniel G. Middaugh and Director of Personnel John P. Talerico requesting the creation of one Deputy Sheriff-Law Enforcement position, Grade 1S, Step 5 (\$34,444), to be assigned to the School Resource Program: BOCES, and

WHEREAS, Said request must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That one position of Deputy Sheriff-Law Enforcement, Grade 1S, Step 5 (\$34,444) be created and established in Department #A3120, Sheriff-Law Enforcement, effective immediately, and be it is further

RESOLVED, That this position, assigned to the School Resource Program: BOCES, shall have the salary and benefits fully supported by funding from the Oneida Madison BOCES.

APPROVED: Public Safety Committee (January 19, 2010)
Ways & Means Committee (January 27, 2010)

DATED: January 27, 2010

Adopted by the following v.v. vote:

AYES 25 NAYS 0 ABSENT 4 (Puma, Joseph, Miller, Paparella)

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 20

INTRODUCED BY: Mr. Porter

2ND BY: Mr. Furgol

**RE: SUPPLEMENTAL APPROPRIATIONS TOTALING \$58,000 TO
VARIOUS SHERIFF DEPARTMENT ACCOUNTS**

WHEREAS, In accordance with Section 609 of the Administrative Code, the County Executive has requested a supplemental appropriation be made in the amount of \$58,000 to various Sheriff Department accounts, and

WHEREAS, Said supplemental appropriation will be supported by unanticipated revenue in the following account in the following amount:

RA#A2735, SRO. \$58,000

now, therefore, be it hereby

RESOLVED, That a supplemental appropriation, from 2010 funds, as hereinafter set forth, be and the same is hereby approved:

TO:

AA#A3120.101, Salaries	\$40,198
AA#A3120.810, Retirement.	\$ 3,742
AA#A3120.830, Social Security	\$ 3,075
AA#A3120.840, Workmen's comp	\$ 884
AA#A3120.860, Health Insurance	<u>\$ 10,000</u>
TOTAL	\$ 58,000

APPROVED: Ways & Means Committee (January 27, 2010)

DATED: January 27, 2010

Adopted by the following v.v. vote:
AYES 25 NAYS 0 ABSENT 4 (Puma, Joseph, Miller, Paparella)

**AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
MADISON-ONEIDA BOCES**

This Agreement dated the _____ day of _____, 2010 by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and the Oneida County Sheriff's Office, located at the Law Enforcement Bldg., 6075 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "SHERIFF" and the Madison-Oneida BOCES, located at 4937 Spring Road, PO Box 168, Verona, New York 13478-0168, hereinafter referred to as "BOCES."

WITNESSETH

WHEREAS, the BOCES wishes to secure the services of a School Resource Officer (SRO) for the 2009-2010, 2010-2011 and 2011-2012 school years, to serve as a role model and resource to students and families of the 5-12 grade levels at the Alternative Education building and related BOCES programs; and as directed by SHERIFF, to provide a reliable, on-site law enforcement presence on the BOCES main campus; and

WHEREAS, SHERIFF and BOCES wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of the 5-12 grade levels at the Alternative Education program and its related programs and buildings, and

WHEREAS, SHERIFF has the personnel possessing the requisite skills and expertise to provide such services to BOCES,

NOW THEREFORE, in consideration of the mutual promise made herein, SHERIFF and BOCES agree as follows:

1. SHERIFF agrees to assign a Uniformed Officer as a School Resource Officer (SRO) in the Middle and High School buildings of Madison-Oneida BOCES, in Verona NY according to a schedule to be established by mutual agreement between the SHERIFF and BOCES.
2. The SRO shall remain an employee of SHERIFF, and shall not be an employee of the BOCES. The SRO will be under the direct supervision of the Law Enforcement Division and such SRO shall coordinate his/her activities at BOCES with the BOCES Assistant Superintendent for Instruction (or designee).

3. The SRO's duties shall be as follows:
- a. Provide information about available and appropriate community services to students and their families.
 - b. Act as role model and guide students toward community activities that promote character education and prevent delinquency.
 - c. Develop and conduct educational crime prevention programs.
 - d. Train students in conflict resolution, restorative justice, crime awareness and anger management.
 - e. Prevent juvenile delinquency through close contact with students, their families, and school personnel.
 - f. In matters of law enforcement, exercise his/her discretion as a law enforcement officer to intervene in accordance with standards established by SHERIFF.
 - g. Redirect errant student behavior through appropriate communication based on applicable rules and laws.
 - h. Participate in or attend school functions when invited and time permissible.
 - i. Inform students of their rights and responsibilities as lawful citizens, counsel them in special situations, and answer any questions that they may have about criminal or juvenile law enforcement.
 - j. Consult with school administration and faculty on law enforcement issues.
 - k. Maintain records of all formal student and family contacts. Forms will be developed cooperatively between the SRO and District. Such records must be submitted to the District Superintendent by the SRO on a monthly basis.
 - l. Provide security for special school events or functions at the request of the Assistant Superintendent for Instruction (or designee).

4. SHERIFF further agrees as follows:

a. To provide a School Resource Officer who:

- i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - Ability to relate to youth, especially the “at-risk” and “special needs” populations;
 - Working knowledge of social service providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth.
 - Meets all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure that the SRO spends an average of 35 hours per week on-site at the Madison-Oneida BOCES campus.
- c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit proof of time spent on campus.
- d. Submit vouchers to BOCES for services rendered by such SRO officer.
- e. Cooperate with BOCES to implement the SRO program with the least possible disruption to the educational process.

5. BOCES responsibilities under this program are as follows:

- a. Designate an employee as the School Representative through which day to day business contact will be conducted with the SRO.
- b. Provide the SRO with access to school facilities, personnel and students that is consistent with his/her responsibilities.
- c. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
- d. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
- e. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.

- f. Evaluate the program and administer annual assessment of partnership/program.
 - g. Make recommendations and program adjustments as appropriate.
6. SHERIFF and BOCES agree to comply with the regulations set forth in the Family Educational Rights and Privacy Act (FERPA).
 7. Any amendments to this agreement require the written consent of both parties.
 8. The agreement will be effective from September 1, 2009 until June 30, 2012, unless otherwise agreed by both parties.
 9. In case of deficiencies of service or other SRO programmatic issues, BOCES will first develop an Action Plan, in concert with the SHERIFF to address the issues. In the event that the issues cannot be resolved through the Action Plan, the BOCES reserves the right to terminate services and this agreement upon thirty (30) days notice in writing.
 10. If circumstances arise that SHERIFF feel warrant termination of the agreement on their part, they must first address the issues in writing to the BOCES, Superintendent of Schools. Subsequent meetings will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, SHERIFF reserves the right to terminate services and this agreement upon thirty (30) days notice in writing.
 11. BOCES agrees to pay SHERIFF the sum of Fifty Eight Thousand and 00/100 dollars (\$58,000.00) 1st year, Sixty Thousand (60,000) 2nd yr, Sixty Two Thousand (\$62,000) 3rd year, which amounts represent 100% of the costs of creating another Deputy Sheriff position in the Sheriff's Office. The payment would cover the normal work day and week (Monday – Friday, 7:30AM – 3:30PM). Incidental costs shall be covered by SHERIFF, such costs to include pager, vehicle, uniforms and ongoing training costs.
 12. If student enrollment in BOCES programs decreases by twenty-five percent or more during the term of this Agreement, BOCES may, upon thirty days written notice to SHERIFF, reduce SRO's assignment (below 35 hours per average work week) and its financial obligation to SHERIFF by the corresponding percentage FTE.

13. The parties shall not assign, transfer, sublet or otherwise dispose of this contract, or of its right, title or interest in this contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the other party. An assignment of this contract shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the contract.

14. Each party to this agreement mutually agrees to indemnify and hold harmless the other party for any claims, demands, lawsuits, or damages and fees attributable to any negligence or lack of care of the indemnifying party.

IN WITNESS WHEREOF, the County, the Sheriff and BOCES have signed this agreement on the day and year first above written.

Oneida County

 Anthony J. Picente, Jr.
 Oneida County Executive


Date: _____

Oneida County Sheriff's Office:


 Daniel Middaugh,
 Oneida County Sheriff

Date: 4-22-10

Madison-Oneida BOCES:


 Jacklin G. Starks
 District Superintendent

Date: 4-8-10

Approved As To Form
 ONEIDA COUNTY ATTORNEY

By _____

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

FN 20 10 - 227

April 22, 2010

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY -4 PM 2:06

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

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
0	REFUND	\$
30	CORRECTIONS	\$44,572.65

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC/bad

Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 4/28/10

DATE: 3/11/10		ERRONEOUS ASSESSMENTS										AMOUNT REFUND	CORRECT	AMOUNT TO "0"
TOWN	YEAR	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"						
BOONVILLE	2010	FRANCES P. & WILLIAM F. KELSEY	2689 32.000-1-43.2 OX	\$ 711.58	\$ 340.66		\$ 370.92	\$ -						
JIRKLAND	2010	LINDA & JOSEPH MODA	4089 327.000-1-1 KN	\$ 1,536.82	\$ 83.75		\$ 1,453.07	\$ -						
JIRKLAND	2010	GLEN C. DAWES	4089 327.000-1-3.1 MV	\$ 724.82	\$ 83.75		\$ 641.07	\$ -						
JIRKLAND	2010	LAWRENCE SHEPHERD	4089 327.000-1-3.2 NR	\$ 1,707.78	\$ 83.75		\$ 1,624.03	\$ -						
JIRKLAND	2010	SIMON ABRAHAMS	4089 327.000-1-3.4 PJ	\$ 339.18	\$ 83.75		\$ 255.43	\$ -						
JIRKLAND	2010	MARGARET A. CAMBIER	4089 327.000-1-4 MS	\$ 1,006.88	\$ 83.75		\$ 923.13	\$ -						
JIRKLAND	2010	MARY BETH REWKOWSKI & JAMES M. WAHL	4089 327.000-1-5 NL	\$ 2,049.68	\$ 83.75		\$ 1,965.93	\$ -						
JIRKLAND	2010	NOEL H. & SUSAN C. STROBINO	4089 327.000-1-6.1 PA	\$ 520.93	\$ 335.02		\$ 185.91	\$ -						
JIRKLAND	2010	TIMOTHY A. BUTCHER	4089 327.006-1-3 OT	\$ 1,707.78	\$ 83.75		\$ 1,624.03	\$ -						
JIRKLAND	2010	TERRANCE CHAMBRONE	4089 327.006-1-4 PM	\$ 1,878.73	\$ 83.75		\$ 1,794.98	\$ -						
JIRKLAND	2010	CLARENCE MORRISSETTE	4089 327.006-1-5 QF	\$ 1,036.41	\$ 83.75		\$ 952.66	\$ -						
JIRKLAND	2010	MARTIN & PATRICA JOSEPH	4089 327.006-1-6 QY	\$ 1,571.02	\$ 83.75		\$ 1,487.27	\$ -						
JIRKLAND	2010	MICHAEL E. & ROSEMARY J. MANLEY	4089 327.006-1-7 RR	\$ 1,489.57	\$ 83.75		\$ 1,405.82	\$ -						
JIRKLAND	2010	DENNIS & MICHELLE HUGHES	4089 327.006-1-8 SK	\$ 1,536.82	\$ 83.75		\$ 1,453.07	\$ -						
JIRKLAND	2010	PATRICK E. & ADRIENNE SHEVLIN	4089 327.006-1-9 TD	\$ 1,697.52	\$ 83.75		\$ 1,613.77	\$ -						
JIRKLAND	2010	PATRICK E. & ADRIENNE SHEVLIN	4089 327.006-1-10.2 OY	\$ 117.93	\$ 83.75		\$ 34.18	\$ -						
JIRKLAND	2010	THOMAS & SANDRA ANDERSON	4089 327.006-1-10.3 PU	\$ 1,707.78	\$ 83.75		\$ 1,624.03	\$ -						
JIRKLAND	2010	PAUL & PATRICIA OCCHIONERO	4089 327.006-1-10.4 QQ	\$ 2,070.19	\$ 83.75		\$ 1,986.44	\$ -						
JIRKLAND	2010	EDGAR & AMPARO R. DIAZ	4089 327.006-1-11.1 OV	\$ 1,263.31	\$ 83.75		\$ 1,179.56	\$ -						
JIRKLAND	2010	ANNUNCIATION CHURCH	4089 327.006-1-12 OS	\$ 83.75	\$ 83.75		\$ -	\$ -						
JIRKLAND	2010	NICHOLAS D. & SARAH J. BROCKNER	4089 327.006-1-14.2 RW	\$ 1,992.35	\$ 83.75		\$ 1,908.60	\$ -						
JIRKLAND	2010	GLENN A. PETRIE	4089 327.006-1-34 RO	\$ 1,849.95	\$ 83.75		\$ 1,766.20	\$ -						
JIRKLAND	2010	CHRISTOPHER P. & MELANIE BROWN	4089 327.006-1-35 SH	\$ 1,742.11	\$ 83.75		\$ 1,658.36	\$ -						
JEW HARTFORD	2010	APPLEWOOD COMMUNITY, INC.	4889 315.000-4-7 QZ	\$ 119,984.02	\$ 744.50		\$ 119,239.52	\$ -						
JEW HARTFORD	2010	GAN KAVOD, INC.	4889 340.000-2-26.1 QL	\$ 32,191.98	\$ 32,077.22		\$ 114.76	\$ -						
REMSEN	2010	WILLIAM JUDYCKI	5289 160.000-2-1.3 MJ	\$ 1,959.21	\$ 448.13		\$ 1,511.08	\$ -						
WIENNA	2010	WILLIAM & MARTHA TYLER	6200 286.003-2-21 MB	\$ 1,026.16	\$ 239.58		\$ 786.58	\$ -						
WIENNA	2010	MARGARET SAAR	6489 215.000-1-20.2 ML	\$ 166.22	\$ 106.75		\$ 59.47	\$ -						
WIENNA	2010	MARGARET SAAR	6489 215.000-1-20.3 NH	\$ 1,429.00	\$ 493.55		\$ 935.45	\$ -						
WIENNA	2010	CAMDEN CENTRAL SCHOOL	6489 217.017-1-53 TJ	\$ 12,649.67	\$ 8,028.49		\$ 4,621.18	\$ -						
				TOTAL:	\$ 44,572.65		\$ -	\$ -						

19

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

FN 20 10 - 228

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY -4 PM 2:00

April 14, 2010

PUBLIC HEALTH

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

WAYS & MEANS

Dear Mr. Picente:

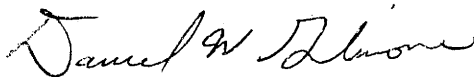
C-023199

Attached are three (3) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Environmental Health Zoonoses Program.

This Cost of Living Adjustment fund is for fiscal year April 1, 2009 through March 31, 2010 and must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during this fiscal year.

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

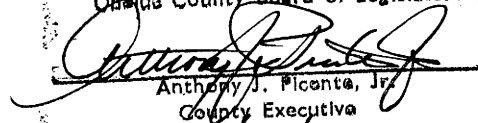
Sincerely,



Daniel W. Gilmore, Ph.D.
Acting Public Health Director

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 4/27/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower, Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Jodi Schoen, Health Program Administrator

SUMMARY STATEMENTS: The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen preparation and shipment and pet vaccination clinics.

FISCAL YEAR: Fiscal year April 1, 2009 through March 31, 2010.

TOTAL: \$1,065 This Cost of Living Adjustment is only to be used for expenditures associated with the recruitment and retention and staff or other critical non-personal service costs.

 NEW **RENEWAL** **X** **AMENDMENT**

FUNDING SOURCE: A3401.05 Cost of Living Adjustment (COLA)

Less Revenues:	_____	_____
State Funds:		\$1,065
County Dollars – Previous Contract		-0-
County Dollars – This Contract -		-0-

SIGNATURE: Daniel W. Gilmore, Acting Public Health Director

DATE: April 14, 2009



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

March 10, 2010

Contractor Name: Oneida County Department of Health
Contract Number: C-023199
COLA Amount: \$1,065
Contract Initiative: Zoonoses – Rabies County Allocation

Dear Contractor:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. This COLA is based on a Congressional Budget Office calculation for state fiscal year 2009-10, and has been established at 8.53% less a reduction of 6% pursuant to Chapter 496 of the Laws of 2008.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2009 and March 31, 2010.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office no later than August 1, 2010.**

Sincerely,

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2009-10 State fiscal year.

Signed: _____

Title: Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

22

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

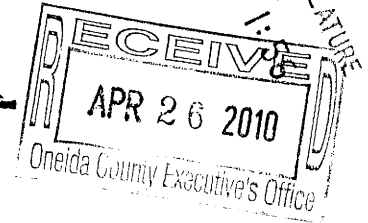
Phone: (315) 798-6400 Fax: (315) 266-6138

April 26, 2010

FN 20 10 - 229

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

PUBLIC HEALTH



Dear Mr. Picente:

WAYS & MEANS

A contract in the amount of \$727,073 was approved by the BOL on February 12, 2010 by Resolution 2010-042 for public health preparedness as a result of the novel H1N1 pandemic. The contract that supports these dollars differs from other contracts funded by NYS DOH in that the contract with Oneida County is with Health Research, Inc., an entity of the NYS DOH. Dollars awarded through contracts directly with NYS DOH must be encumbered prior to the expiration date of the contract. Dollars awarded through Health Research, Inc. must be spent prior to the expiration date of the contract which is August 9, 2010.

The Oneida County Health Department (OCHD) was allotted \$440,000 to administer H1N1 vaccinations through the school vaccination program. As you are aware, the New York State Department of Health (NYS DOH) contracted with Maxium and provided OCHD with Maxium's services to provide H1N1 vaccinations in the schools in Oneida County. There was \$400,000 allotted to this effort with \$302,885 left remaining at the completion of the school vaccination program. NYS DOH is making these remaining dollars available to Oneida County to spend on equipment to improve the preparedness of Oneida County should there be a future H1N1-like situation.

In anticipation of receipt of these funds, the Health Department is requesting the following supplemental appropriation for the **2010** fiscal year

To: A4092.211 – Office Equipment.....	\$ 8,900
A4092.212 – Computer Hardware.....	108,467
A4092.295 – Other Equipment.....	54,235
A4092.446 – Medical Supplies.....	20,000
A4092.491 – Other Materials and Supplies.....	10,000
A4092.492 – Computer Software & Licenses.....	76,800
A4092.493 – Maintenance, Repair & Service Contracts.....	4,293
A4092.495 – Other Expenses.....	20,190
Total:	\$302,885

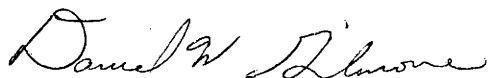
This appropriation will be supported by revenue in A3481 – State Aid – Emergency Preparedness for \$302,885.

It will take some time to process the paperwork to order the equipment detailed in this supplemental appropriation.

Therefore, I am requesting that this Supplemental Appropriation be submitted to the full BOL for approval at their meeting on May 26, 2010.

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

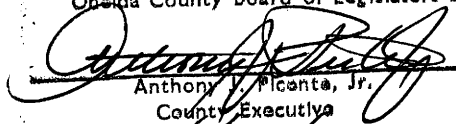
Sincerely,



Daniel W. Gilmore, Ph.D.
Acting Director of Health

Cc: T. Keeler, Director of Budget

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



Anthony V. Picenta, Jr.
County Executive

Date

4/29/10

ONEIDA COUNTY HEALTH DEPARTMENT

A *dixondade Bank Building*, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D.
DIRECTOR OF ENVIRONMENTAL HEALTH
SUPERVISOR-IN-CHARGE

ADMINISTRATION

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

FN 20 10 - 230

April 29, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Re: HRI Agreement 1577-07

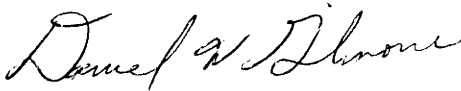
Attached are four (4) copies of an amendment between Oneida County through its Health Department and Health Research, Inc. (HRI).

The agreement with HRI provides funding to prepare and plan for bioterrorism, disaster and emergencies by working with local agencies, emergency personnel, hospitals and laboratories by planning, training, identifying risk communications, participation in biohazard detection system, hospital and health care facilities. Reimbursement in the amount of \$100,000 is being released to Oneida County Health Department within contract year August 10, 2009 through August 9, 2010. These funds are allocated for Phase IV H1N1 Implementation and After Action Report Expenditures. Reimbursement is 100% funded by Health Research, Inc.

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

Feel free to contact me should you require additional information.

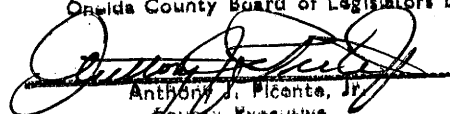
Sincerely,



Daniel W. Gilmore, Ph.D.
Acting Public Health Director

attachments
ry

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


Anthony J. Picente, Jr.
County Executive
Date 5/10/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY 11 AM 9:28

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Administration

Contract Number: 1577-07

NAME AND ADDRESS OF VENDOR: Ki Whaley, Contract Administrator
Health Research Inc.
Riverview Center
150 Broadway, Suite 560
Menands, New York 12204

VENDOR CONTACT PERSON: Lisa Worden

SUMMARY STATEMENTS: This grant provides the tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals, laboratories, etc., by planning, training, identifying risk communications, participation in biohazard detection system, hospital and health care facilities.

PREVIOUS CONTRACT YEAR: August 10, 2009 through August 9, 2010

TOTAL: \$727,073

THIS CONTRACT YEAR: August 10, 2009 through August 9, 2010

TOTAL: \$100,000

_____ **NEW** _____ **RENEWAL** _____ **X** _____ **AMENDMENT**

FUNDING SOURCE: A3481 Grant Award \$100,000

Less Revenues: _____

State Funds: (Health Research, Inc.) \$100,000

County Dollars – Previous Grant \$ N/A

County Dollars – This Grant \$ -0-

Phase four (4) funding for H1N1

SIGNATURE: Daniel W. Gilmore, Acting Public Health Director

DATE: April 16, 2009

AMENDMENT #1

This Agreement, made this 30th day of Mar., 2010 by and between **HEALTH RESEARCH INC.**, hereinafter referred to as "HRI," a domestic not-for-profit corporation, and **ONEIDA COUNTY DEPARTMENT OF HEALTH**, hereinafter referred to as "Contractor."

WHEREAS, heretofore on or about the 14th day of December, 2009, the parties hereto entered into a certain agreement regarding "Public Health Preparedness/Response for Bioterrorism", HRI Contract Number **1577-07**; and,

WHEREAS it is now desired to amend those provisions of such contract designated as "Total Contract Amount" and "Maximum Reimbursable Amount", and to substitute a new budget identified as Exhibit "B" Revised, and to substitute Attachment "B" Revised.

NOW THEREFORE, it is mutually agreed by both parties the "Total Contract Amount" of Agreement HRI Contract Number 1577-07 will be **\$827,073**; and,

It is mutually agreed by both parties the "Maximum Reimbursable Amount" of Agreement HRI Reference Number 1577-07 will be **\$387,073**.

It is further agreed, by and between the parties hereto, that said Agreement in all portions thereof, as heretofore and herein amended, shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this amendment.

HEALTH RESEARCH INC.

ONEIDA COUNTY DEPARTMENT OF HEALTH


Michael J. Nazarko
Executive Director

Name: Anthony Jo Picente, Jr.
Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

BUDGET AMENDMENT

County: Oneida
Contract Dates: 8/10/09-8/9/10

Contract #: 1577-07
HRI Account #'s: 15-0073-10, 15-0444-01,
15-0447-01, 15-0475-01

The use of these funds must adhere to the approved activities as specified in the CDC Cooperative Agreement Guidance documents and must support your deliverables.

Table 1

	Original Budget	Rebudget/Revision	Revised Budget
Salary	\$82,592	\$0	\$82,592
Benefits	\$24,036	\$0	\$24,036
Supplies	\$37,276	\$0	\$37,276
Travel	\$3,000	\$0	\$3,000
Equipment	\$44,800	\$0	\$44,800
Miscellaneous	\$25,469	\$0	\$25,469
Contractual	\$69,900	\$0	\$69,900
Admin/Indirect	\$0	\$0	\$0
Restricted	\$0	\$100,000	\$100,000
Budget Amount	\$287,073	\$100,000	\$387,073
Direct Assistance	\$440,000	\$0	\$440,000
Total	\$727,073	\$100,000	\$827,073

Reason for Proposed Changes: Additional funding for Phase IV of H1N1 Implementation.

Please record the planned allocation for Base, H1N1 Planning, H1N1 Implementation and H1N1 (AAR) After Action Report expenditures based on the project needs to satisfy the required activities.

Table 2

Budget Categories	Base	H1N1			TOTAL
		Phase I & II Plan/Imp	Phase III Implementation	Phase IV Imp/AAR	
Salary	\$ 33,866	\$ 32,288	\$ 16,438		\$ 82,592
Fringe Benefits	\$ 13,274	\$ 10,762			\$ 24,036
Supplies	\$ 34	\$ 37,242			\$ 37,276
Travel		\$ 759	\$ 2,241		\$ 3,000
Equipment		\$ 44,800			\$ 44,800
Miscellaneous	\$ 10,229	\$ 2,981	\$ 12,259		\$ 25,469
Contractual	\$ 6,825	\$ 63,075			\$ 69,900
Admin/Indirect					\$ -
Restricted (NYSDOH)				\$ 100,000	\$ 100,000
Budget Amount	\$ 64,228	\$ 191,907	\$ 30,938	\$ 100,000	\$ 387,073
Direct Assistance			\$ 440,000		\$ 440,000
Total Allocation	\$ 64,228	\$ 191,907	\$ 470,938	\$ 100,000	\$ 827,073

NYSDOH Note: All H1N1 funds must be encumbered by 7/30/10.

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BUDGET ELABORATION

Special Requirements: (For additional requirements see Attachment B: Program Specific Clauses)

Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.

\$82,592

Salaries/Personnel

NOTE: Prohibition on Supplanting of Funds – Per Centers for Disease Control and Prevention (CDC) guidance “Cooperative agreement funds under this program may not be used to replace or supplant any current state or local expenditures of the Public Health Service Act.”

Position Title/Incumbent Name(s)	Annual Salary	# Months /Pay Period	% Effort	Amount Requested			
				BASE	H1N1 Plan/Imp	H1N1 Imp.	H1N1 Imp/AAR
List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time.	Salary for 12 months, regardless of funding source	# of months or pay periods funded on this contract	% of effort funded by this contract				
Program Analyst, Lisa Worden	\$47,727	12	50%	\$11,932	\$11,931		
Public Education Coordinator, Ken Fanelli	\$43,869	12	50%	\$21,934			
Fiscal Services Administrator, Tom Engle	\$80,521	12	10%		\$8,052		
Program Manager, Kathy Paciello	\$61,526	12	20%		\$12,305		
OCHD staff and Security Overtime						\$8,938	
IT Support (40 hours per month)						\$7,500	

Position Descriptions:

For each position listed above, provide a brief description of the duties supported by this contract.

Name, Title: Lisa Worden, Program Analyst

Contract Duties: The incumbent will assist in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will work with departmental programs to assist in the enhancement, planning, coordination, and implementation of programmatic and staff training activities related to emergency preparedness and response. The incumbent will assist in the implementation and reporting of grant deliverables and participate in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. The incumbent will participate in the preparation and management of grant budget and funds to meet grant deliverables. **NYSDOH Note:** 08/09 effort 100%.

Name, Title: Ken Fanelli, Public Education Coordinator

Contract Duties: Under the general direction of the Director of Health, the incumbent will act as the public information officer for the Department, spokesperson for the media, develop risk communication messages during health emergencies, develop health promotion and prevention messages, assist in the coordination and management of volunteers and volunteer systems (e.g., ServNY) and assist in the implementation of grant deliverables. **NYSDOH Note:** 08/09 effort 100%.

Name, Title: Tom Engle, Fiscal Services Administrator

Contract Duties: The incumbent will assist in the preparation and management of the grant budget and participate in Departmental emergency planning and response fiscal activities as needed. **NYSDOH Note:** 08/09 effort 15%.

Name, Title: Kathy Paciello, Program Manager

Contract Duties: The incumbent will assist in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will assist in the implementation of grant deliverables and

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participation in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. **NYSDOH Note:** 08/09 effort 20%.

Name, Title: OCHD Staff And Security Overtime

Contract Duties: Costs for overtime for Health Department and security staff for PODs, vaccination clinics, and community outreach efforts for H1N1.

Name, Title: IT Support (40 hrs per month)

Contract Duties: Costs for securing County IT support for PODs and vaccination clinics for planning, preparation, and support.

NYSDOH Note: When vouchering, you will need to include the name and title of each person (including whether they are county staff or external staff), the total number of overtime hours for each person, rate of compensation, a brief description of their overtime activities and their role as related to the contract deliverables, and the total amount requested for each person.

Fringe Benefits **\$24,036**

Counties with federally approved fringe benefit rate:

Contractor must attach a copy of federally approved rate agreement

Counties without a federally approved fringe benefit rate:

Total salary expense based on most recent audited financial statements:	\$61,474,593
Total fringe benefits expense based on most recent audited financial statements:	\$22,524,610

Agency Fringe Benefit Rate: <i>(amount total fringe divided by amount total salary)</i>	Base <u>39.19%</u>
	Planning <u>\$33.34%</u>

Date of most recently audited financial statements July 22, 2009 for the year ending 2008

Attach a copy of financial pages supporting amounts listed in above.

Requested rate and amount for fringe benefits:	Rate Requested: 36.34%
	Amount Requested: \$24,036

(Record Base, H1N1 Planning, H1N1 Implementation and H1N1 (AAR) allocations below)

Base: \$13,274 Plan/Imp: \$10,762 Imp: \$0 Imp/AAR: \$0

*** There will be no fringe requested for Overtime.*

Supplies **\$37,276**

Include items with an individual unit cost under \$1,000. (Items that cost \$1,000 or more are considered equipment.) Provide a justification for all supplies, including a description of how it relates to specific program objectives.

<u>Base</u>	<u>Plan/Imp</u>	<u>Imp</u>	<u>Imp/AAR</u>	
\$34	\$37,242	\$0		Office Supplies (paper, pens, toner, etc.)
\$0	\$0	\$0		Program Supplies (personal protective equipment, books, etc.)

Justification: Supplies include: In house and professional printing of POD signs, posters, H1N1 and other PHEP educational materials for community distribution, meeting materials, and printing cartridges. Replacement of outdated desks with more functional workstations and additional storage cabinets CD staff and other PHEP staff, which will allow for the accommodation and improved coordination of existing and new contractual staff to support H1N1 and other PHEP responsibilities. B/T program supplies including books, PPE, and Communicable Disease Program vaccination kits, three lightweight USB compatible projectors for CD Program, B/T and other key PHEP staff for program presentations in health emergency preparedness and related areas.

In house and professional printing of POD signs, posters, H1N1 and other PHEP educational materials for community distribution, meeting materials,	\$6,000
--	---------

Laser Printer Cartridges for B/T and Communicable Disease (CD) Program Staff printing of H1N1 and other PHEP educational materials, Vaccine Information Sheets, medical forms, for PODs, meetings, postings, community meetings	\$6,000
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30

Dispensers and hand sanitizers for Oneida County Offices to support community mitigation efforts for H1N1 and other communicable diseases. \$10,000

USB flash drives and compact discs for B/T staff and emergency preparedness IT staff. Facilitate storage, back up and transfer of software and files for PODs, emergency planning meetings, presentations. Storage and distribution of public health emergency plans and other public health preparedness materials. \$1456

The following items are needed for PODs and Clinics: Barcode Scanners for data entry of patient information (16 @ \$335 = \$5,360), surge protectors for the scanners/laptops(\$150) and extension cords for PODS (\$50) \$5,560

Expendable office supplies for emergency preparedness, response, and communicable disease (H1N1) response (e.g., pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc.). This includes supplies which will be purchased for mass vaccinations in schools and other community settings, PODs, emergency planning meetings, presentations, drills and/or public health emergencies. Maintain supplies for deliverables including variola /vaccinia collection kits (i.e., include new components when required) These supplies will be used while performing the planning, administrative, training, and investigational activities described above. \$7,000

6 PolyCom PVX Webcams with software (\$210 ea) for laptops for key public health preparedness and Incident Command staff including the Director of Health, B/T Coordinator, Director of Communicable Disease, Director, Public Information Officer/Health Educator, IT/Communications Contact. These webcams will provide redundant communications and allow key preparedness staff to communicate remotely with each other and with other key preparedness partners including local hospitals that have already obtained the same equipment. Health Department staff will also be able to communicate State planning partners including, IT for technical support. Health Department ICS staff communicate with hospitals and other agencies weekly to address H1N1 updates and issues. \$1,260

Travel \$3,000

Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.

Is mileage requested? (Personal auto or agency auto) Yes No

<u>Base</u>	<u>Plan/Imp</u>	<u>Imp</u>	<u>Imp/AAR</u>
\$0	\$759	\$2,241	

Justification: Personal auto - Mileage and Travel for Staff participating in PODs, Clinics, mass vaccination and other community mitigation efforts

Equipment \$44,800

Funds may be used to purchase program-related equipment priced at less than \$25,000 for any one item. Items costing \$1,000 or more are considered equipment. Each item will require a copy of the invoice, proof of payment and equipment serial numbers when submitting vouchers for reimbursement. NOTE: Any single item priced at \$25,000 or more will require three quotes and prior approval. All furniture and equipment purchased must be inventoried on the attached form

<u>Base</u>	<u>Plan/Imp</u>	<u>Imp</u>	<u>Imp/AAR</u>
\$0	\$44,800	\$0	

<u>Item:</u>	<u>Justification:</u>	<u>Amount:</u>
Lenovo ThinkPad w700ds (4 @ \$3,500)	These will replace previously purchased mobile laptops that require more upgrade and enhancements; lightweight mobile laptops will improve remote access to HIN and email and use for B/T related presentations, trainings and meetings for key PHEP staff. Allow key PHEP staff to maintain primary, secondary, and wireless modes of communications to ensure connectivity to NYSDOH Commerce and communication during emergencies. An upgrade in more powerful	\$14,000

laptops will provide for enhanced workstation mobility, improved compatibility with upgraded software and other applications (including GIS), increased storage capacity and performance, advanced security, and extended battery life for key PHEP staff during emergencies. Laptops will be assigned to:

- Acting Director of Health, Daniel Gilmore – role of Incident Commander for overall health emergency planning and response. Laptop will be used for mobile, remote and 24/7 access to email and the HIN during emergencies and for communicating with Command Staff, county officials and other community partners. This will serve as back up to existing desktop computer.
- B/T Coordinator, Lisa Worden – coordination and planning for PHEP deliverables, HIN Coordinator, certified user of HAN Notification System, ICS Liaison and other roles as assigned by the Incident Commander. Laptop will be used for mobile, remote and 24/7 access to email and the HIN during emergencies, drills, PODS, and for communicating with Command Staff, and other community partners. This will serve as back up to existing desktop computer.
- Director of Clinical Services, Patrice Bogan, FNP – supervisor of communicable disease staff, all mass vaccinations and PODS, Operations Section Chief for all infectious disease issues. Laptop will be used for mobile, remote and 24/7 access to email and the HIN during emergencies, drills, PODS, and for communicating with Command Staff, and other community partners. Oversees routine investigation and reportable communicable diseases in a timely manner. This will serve as back up to existing desktop computer.
- Network Administrator, Bruce Kistner; has primary responsibility for set up and maintenance of all Health Department emergency planning equipment, computer hardware, software installations, and I/T lead for POD and clinics. Emergency preparedness IT Liaison between NYSDOH Technical Support, Peter Gallaresi, and the Health Department. This will serve as back up to existing desktop computer and will be used to health emergency planning activities referenced above.
- Public Information Officer, Ken Fanelli – responsible for the development of all health emergency preparedness communications, risk communications, including press releases and web information. Lead liaison between OCHD and all media outlets, and acts as a Volunteer Coordinator for ServNY.

Lenovo ThinkPad w500
(10 @ \$2,000)

Replacement of higher performance laptops with accelerated data entry capacity, compatibility with software upgrades and enhancements, higher security, and extended battery life for PODS & and use by other key PHEP Staff. These laptops will be stored and maintained for use by various Health Department staff during emergencies, and for PODs, clinics and health emergency preparedness activities including presentations, trainings, meetings, etc.

\$20,000

Tablet PCs (2 @ \$2,000)

Replacement of outdated laptops with tablet PCs for more efficient meeting minutes and other recordings at preparedness meetings, PODS and other PHEP activities. Will be assigned to Clinic CD Program and B/T Administration. These will be stored and maintained for use for emergency planning activities for more efficient and functional record keeping at planning meetings, and other data entry activities including PODs and clinics.

\$ 4,000

Verizon Air Card
PC5750 (4 @ \$200)

Acquire additional air cards for Laptops to ensure remote and wireless access to Internet and HIN after hours and during emergencies. These will be used to ensure wireless access for to laptops referenced above.

\$ 800

32

Lightweight USB compatible projectors(2 @ \$1,000)	For CD Program, B/T Coordinator, and other key PHEP staff for program presentations in health emergency preparedness and related areas. One will be maintained at the site of the CD Program (406 Eliz.); the 2 nd will be maintained with the B/T Coordinator for emergency planning meetings and presentations	\$2,000
Scanner	for B/T Staff and CD Staff for scanning forms at PODs and Clinics	\$1,000
Rangemax Wireless N Wi-Fi Router, Model WNR834B (500.00) Nexus Hawk Cellular Router, Model 10000W(500.00).	These routers will be used at PODs and Clinics for access to the HIN for entering data into the NYSDOH Clinic Data Management System.	\$1,000
Conferencing Telephone	To purchase a conference phone for improved reception for multi partner conference calls with NYSDOH, NYSACHO, CDC and Oneida County Health Dept. sponsored calls with hospitals, Emergency Management, EMS and other emergency planning partners for H1N1 and other emergency updates and planning.	\$2,000

Miscellaneous **\$25,469**

Funds may be used to support program-related miscellaneous costs. These costs can include services such as; mailing costs for educational materials, software, recruitment advertising, meeting room rental for training sessions, meeting registration, cell phone/pager services, video conferencing usage, and maintenance agreements for equipment and software. All services must be provided within the contract period, i.e. services provided after the end date of the contract are not an allowable cost for reimbursement.

<u>Base</u>	<u>Plan/Imp</u>	<u>Imp</u>	<u>Imp/AAR</u>
\$10,229	\$2,981	\$28,697	

<u>Item:</u>	<u>Justification:</u>	<u>Amount:</u>
Flu Pre-registration Software	Purchase of flu registration software for pre-planning for mass vaccinations.	\$7,000
Interpretation/Translation Services	Oneida County has a significant refugee and immigrant population with over 40 languages in the City of Utica alone. Interpretation and translation services will be needed for PODs, presentations, and community education materials.	\$6,000
Aircards, \$260 @12 months	Recurring costs of air cards for Laptops to ensure remote and wireless access to Internet and HIN after hours and during emergencies for key OCHD PHEP staff.	\$3,120
Cell Phone, \$100 @ 12 mon.	For rental of four blackberry cell phones for key OCHD PHEP staff for 24/7 emergency access.	\$1,200
IP Connection, \$222.45 @ 12 mon.	IP connection for maintenance of videoconferencing equipment located at 406 Elizabeth St.	\$2,669
T-1 Line, \$265 @ 12 mon.	Monthly recurring rental charge for T-line at 406 Elizabeth St. Clinic which speeds up the data and telephone transmission between the Clinic, the location of the Communicable Disease Program, and the County Administration Offices (location of BT and Administrative staff) and the County Office Building (location of County leadership)..	\$3,180
Telephone, \$25/mon.	Costs for multi-conferencing system to enable Health Department to communicate with multiple planning partners during emergency events and for public health emergency response and preparedness.	\$300

Food/Refreshment Costs for staff/volunteers at PODs, mass vaccination clinics
(not to exceed 15.00 per person)

\$2,000

Contractual/Consultant

\$69,900

Provide a listing of all subcontracts, including consultant contracts. Funds for regional consortia with another county should be included as contractual. If the subcontractor/consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative/Indirect costs for all contractual/consultant agreements must be limited to a maximum of 10% as described in the Administrative Costs section of this document.

Name of Contractor: Kelly Services

\$54,600

Method of Selection: County-approved temporary worker contract

Period of Performance: August 10, 2009 – August 9, 2010

Scope of Work: Contract for the hiring of 2 temporary Clerks to assist in implementation of PHEP activities. One Clerk will be assigned to the Communicable Disease Program to assist in data entry, surveillance, monitoring and reporting for H1N1 and other communicable diseases. This Clerk will also assist in the implementation and coordination of OCHD PODs, flu clinics and other PHEP-related clerical activities. The second Clerk will assist the Program Analyst in implementation of grant deliverables, H1N1 planning and implementation activities, CHERP Meeting coordination, record keeping, maintenance of HIN Communications Directory and other Departmental key emergency contacts lists. Activities will also include assisting in the logistics for community engagement meetings, PODs, and other PHEP clerical duties as needed.

Method of Accountability: Communicable Disease clerk will be supervised by the Director of Clinical Services and Administrative Assistant and the Program Analyst. Hours and activities will be tracked and approved for payment on a weekly basis.

Itemized Budget and Justification: 2 Clerks X 35 hr/wk @ \$15.00/hr.

(Record Base, H1N1 Planning, H1N1 Implementation and H1N1 (AAR) allocations below)

Base: \$6,825 Plan/Imp: \$47,775 Imp: \$0 Imp/AAR: \$0

NYSDOH Note: Please provide contractor's name when selected before voucher payment.

Name of Consultant: Susan Blatt, MD

\$15,300

Organizational Affiliation: Private Practice

Period of Performance: August 10, 2009 – August 9, 2010

Method of Accountability: Contractor will document the particular PHEP –related activities to the Director of Health and upon approval compensated on a monthly basis.

Nature of Services to be Rendered: Medical consultation regarding emergency response and preparedness planning and implementation. This includes assisting in the development and/or review of PHEP documents with a medical component, developing materials for the medical community, participating in presentations to health care providers, attending monthly CHERP (County Health Emergency Response & Preparedness) Meetings, and departmental PHEP planning meetings.

Relevance of Service to the Project: OCHD does not employ any physicians. Dr. Blatt's services will provide medical input from a physician's perspective for H1N1 and all other PHEP planning activities including communications and collaborations with other medical providers and health care agencies, and for community and provider presentations.

Number of Days of Consultation: 15 hours per month

Expected Rate of Compensation: \$85.00/hr

(Record Base, H1N1 Planning, H1N1 Implementation and H1N1 (AAR) allocations below)

Base: \$0 Plan/Imp: **\$15,300** Imp: \$0 Imp/AAR: \$0

Administrative Costs **

\$0

Direct Assistance

\$440,000

Mass vaccinations for H1N1 vaccine at Oneida County schools and other public clinics/PODs as designated by the Health Department

Maxim Health Services

For every child (36,400 @ \$15.00= \$546,000), children with a second shot (325 @ \$15.00=\$4,875) or a total of \$550,000. Estimated vaccination of 80% of these or \$440,000.

RESTRICTED

\$100,000

H1N1 Phase IV Implementation/AAR funds are restricted pending receipt and approval of a Budget Modification allocating these funds.

Attachment "B" Program Specific Clauses (Revised 03/22/10)

1. **Maximum Reimbursable Amount:** In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
2. Progress report template and instructions will be provided under separate cover.
3. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.
4. **All funds awarded for H1N1 activities expire on July 30, 2010. Therefore, these funds must be encumbered or expended by Close of Business on that date.**
5. All subcontracts entered into must be executed as line item cost reimbursable. All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must be flowed down to all subcontractors as defined in the contract executed between Health Research, Incorporated and the County.
6. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
7. Prohibition on Supplanting of Funds – Per Centers for Disease Control and Prevention (CDC) guidance "Cooperative agreement funds under this program may not be used to replace or supplant any current state or local expenditures of the Public Health Service Act."
8. Laboratory capacity building costs are limited to designated Regional Level B Laboratories.
9. Construction, vehicles, rent/leases, pharmaceuticals, incentive items, and laboratory testing are not allowable direct costs on this contract.
10. The New York State Department of Health (NYSDOH) Communications Directory and Health Alert Network (HAN) are the official directory and alerting system for emergencies for healthcare organizations and local health departments. Hospital Emergency Reporting Data System (HERDS) is the official response system.
 - The NYSDOH will not support systems that alter the established reporting procedures/privileges for public health and health systems management.
 - Local (hospital/Regional Resource Centers/Consortium) systems developed with any HRI funding are not proprietary to the jurisdiction. Systems developed with HRI grant funds are the property of HRI.
 - NYSDOH will not support the development of local stand-alone systems that compete with NYSDOH systems on the HIN/HPN.
 - The contract will not support locally developed electronic systems to be used instead of reporting through the Health Information Network and Health Provider Network (HIN/HPN) web systems, including Electronic Clinical Laboratory Reporting System (ECLRS), HERDS, Emergency Department Surveillance and disease reporting.
11. All systems development will follow Public Health Information Network (PHIN) and National Health Information Infrastructure (NHII) standards as implemented on NYSDOH HIN/HPN. In line with this there are three methods of PHIN compliant data exchange with NYSDOH HIN/HPN:
 - Secure Web based manual data entry on the HIN/HPN
 - Secure file upload (manual uploading of data in standardized formats in batch/bulk)
 - Automated file submission using PHIN messaging system.

This system is the national standard and required of HRI funded projects. The PHIN is free of charge and easy to install. It provides multiple layers of strong encryption and protection of information in transport. Technical support is provided by Regional HAN Information Technology staff. The system is used by

multiple New York City hospitals and large commercial clinical laboratories. PHIN is the NYSDOH strategic architecture being positioned for all large scale batch data submission activities to NYSDOH on the HPN by health care facilities. Other methodologies are not within the required standards and are not supported by these contract funds.

12. The use of these funds must adhere to the approved activities as specified in the CDC Cooperative Agreement Guidance documents and must support your contract deliverables.
13. All subcontracts that involve confidential information and data require inclusion of the attached confidentiality language.

Contract Confidentiality Language

For county subcontracts agreements:

Section 1. Assignment or Subcontracting

Contractor may assign or transfer this Agreement or any interest arising herein, and may enter into any subcontract for the performance of the services provided for herein only with the prior written consent of the County. Prior to the performance of any Services in connection with this Agreement, Contractor shall obtain from each assignee of this Agreement and /or each subcontractor under this Agreement, and deliver to County, a written confidentiality agreement running to the benefit of the County and substantively the same as Section 2 of this Agreement, and an agreement regarding ownership of Confidential Information substantively the same as Section 3 of this Agreement. Contractor shall train its subcontractors and assignees and their employees in the proper handling of Confidential Information as defined by County and shall produce evidence of such training upon County request. Contractor shall require all subcontractors and assignees to provide written notice of any violation of the provisions of Section 2 of this Agreement within 24 hours of such violation, and shall address such violations as required by County. The obligations of this Section 1 shall survive and continue for six (6) years after the termination or expiration of this agreement.

Section 2. Confidentiality

A. The term "Confidential Information" as used in this Agreement shall mean all material and information, whether written, electronic, or oral, received by Contractor from, through or on behalf of the County or any other person connected with the County, or developed, produced, or obtained by Contractor in connection with the performance of services under this agreement. Confidential Information shall include, but not be limited to medical records and medical information, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

The term "Contractor" as used in this Section 2 shall include all officers, directors, employees, agents, and representatives of Contractor.

B. Contractor shall keep all Confidential Information in a secure location and manner. The County shall have the right, but not the obligation, to enter Contractor's offices in order to inspect Contractor's arrangement for keeping Confidential Information secure. No inspection or failure to inspect by the County shall relieve Contractor of the responsibility for the performance of its obligations under this Section 2.

Contractor shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the County, and shall not use Confidential Information, or any portions thereof, for any purpose whatsoever except in connection with the performance of Services under this Agreement.

Contractor shall notify the County immediately upon its receipt of a request by anyone other than the County for, or any inquiry related to, Confidential Information. Contractor may disclose portions of Confidential Information if, and to the extent that (i) such disclosure is authorized by the County, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, Contractor shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy unless and until the County in writing waives compliance with the provisions of this Article or determines that disclosure is legally required or permissible. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article or determines disclosure is legally required or permitted, Contractor shall disclose only such portions of Confidential Information that, in the opinion of the County, contractor is legally required or permitted to disclose, and Contractor shall use its best efforts as to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

County shall train Contractor's officers, directors, agents and employees in the proper handling of Confidential Information. Contractor shall permit only those who have completed such training to handle such Confidential Information and shall obtain and deliver to County a written agreement from its officers, directors, agents or employees who handle Confidential Information to handle it as required by the County and in accordance with this Section 2.

C. The obligations of this Section 2 shall survive and continue for six (6) years after the termination or expiration of this agreement.

Section 3. Ownership of Confidential Information

Notwithstanding any other provision herein to the contrary:

A. All Confidential Information as defined in Section 2, including hard and electronic copies thereof, shall be the exclusive property of the County regardless of whether it is delivered to the County. Contractor and its subcontractors and assignees shall deliver Confidential Information and all copies thereof to the County upon County's request.

**Attachment "B" Program Specific Clauses
Subcontract Confidentiality Language**

Dear Commissioner/Public Health Director:

The following language was developed to help ensure the confidentiality of patient data accessed by sub-contractors to local health departments. The language was developed by a workgroup consisting of representatives from the New York State Department of Health and the New York State Association of County Health Officials. The confidentiality language must be included as part of any subcontract, involving confidential patient data, between a local health department and an outside entity (University of Rochester, Tobin Associates, etc.). In addition, this language must be a part of any further assignment or subcontract between the subcontractor (e.g. University of Rochester) and another entity (e.g. Tobin Associates) when confidential patient data is involved. The name of the County for which services are ultimately being performed must be specified in such subcontracts and assignments whenever the term "County" is used in this language. These confidentiality provisions must flow to all subcontractors.

If you have questions about this matter, please contact one of the individuals listed below. Thank you.

Legal Issues:

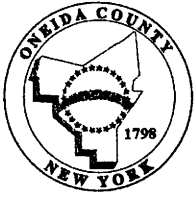
Barbara Asheld
518-473-3233
bx01@health.state.ny.us

Contract Issues:

Deborah Kennedy
518-408-2063
dak04@health.state.ny.us

- or -

Marie Desrosiers
518-408-2063
mjf12@health.state.ny.us



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.

County Executive
 ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING
 800 PARK AVENUE
 UTICA, NEW YORK 13501
 (315) 798-5800
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 www.ocgov.net

May 6, 2010

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

FN 20 10 - 231

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2010 MAY 11 AM 9:32

WAYS & MEANS

Honorable Members:

In order to close the County accounting records for 2009, the need for fund transfers appeared in various departmental appropriation accounts throughout the County. These transfers are required primarily due to the need to charge 2009 accounts for actual and anticipated 2009 expenditures occurring in 2010, as required under Generally Accepted Accounting Principles (GAAP).

The transfers are fully covered by surplus funds in the 2009 budgets of other related accounts and will not require the use of funds from the Fund Balance. In most cases, the following transfers are made from unencumbered funds in other appropriation accounts within the respective departments.

The most notable deficits are in the Department of Social Services' Child Care and Medicaid cost centers, both of which were partially covered by additional revenue in the respective cost centers. The Legal Defense-Assigned Counsel account was also problematic due to the NYS mandate that costs associated with defending indigent residents be charged to the county of residence. Several accounts were known to be running high during 2009, but the exact magnitude of the deficit was not known until GAAP charges were computed in January, February and March, 2010. GAAP rules also require us to recognize gross sales tax revenues and record amounts that are shared with the cities and towns in the county.

Therefore, in accordance with Section 610, Oneida County Administrative Code, I hereby request your Board approval for the following 2009 fund transfers. I also request that these closeouts be acted on at the **May 26, 2010** meeting.

TO:

AA# A1165.495124 - District Attorney Office, Impact I Grant Expenditures.....	\$ 43,405.
AA# A1170.1951 -- Public Defender-Criminal, Other Fees & Services.....	16,826.
AA# A1171.1951-- -- Legal Defense-Assigned Council, Other Fees & Services.....	130,650.
AA# A1410.4951--- County Clerk-Registrar, Other Expenses.....	25,823.
AA# A1411.109 --- Motor Vehicle Bureau, Other Salaries.....	14,482.
AA# A1451.19513- - Board of Elections-HAVA, Voting Machine Custodian	10,263.
AA# A1451.491 - Board of Elections-HAVA, Other Materials & Supplies.....	36,131.
AA# A2960.1952 - - -Education of Handicapped Children, Evaluations	15,484.

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May 6, 2010

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TO, continued:

AA# A2960.1953	-- Education of Handicapped Children, Related Services.....	5,440.
AA# A2960.4958	-- Education of Handicapped Children, NYSSD Expenses.....	19,707.
AA# A2960.4959	-- Education of Handicapped Children, NYS Chargebacks	8,576.
AA# A3115.418	--- Sheriff-Civil, Meter Postage	5,300.
AA# A3117.436	--- Sheriff-Court Attendants, Uniforms & Clothing	6,623.
AA# A3120.436	--- Sheriff-Law Enforcement, Uniforms & Clothing	4,384.
AA# A3430.491	--- Drug Enforcement Task Force, Other Materials & Supplies.	6,454.
AA# A3640.49546	-- Emergency Services, Safe Communities Initiative	5,800.
AA# A4010.109	--- Public Health Administration, Other Salaries.....	46,040.
AA# A4015.495	--- Lead Screening Program, Other Expenses.....	647.
AA# A4018.109	--- Environmental Health, Other Salaries	17,203.
AA# A4021.109	--- Community Wellness, Other Salaries	7,314.
AA# A4062.109	--- Lead Poisoning Prevention, Other Salaries.....	33,529.
AA# A4092.109	--- Emergency Preparedness Program, Other Salaries	56,575.
AA# A4312.495	--- Mental Health-Psych Exp in Criminal Acts.....	5,571.
AA# A5620.109	--- Department of Aviation, Other Salaries.....	18,902.
AA# A5620.414	--- Department of Aviation, Utilities	8,268.
AA# A5620.493	-- Department of Aviation, Maintenance & Repair	7,457.
AA# A6010.49536	- DSS Administration, NYS DSS Chargebacks.....	129,576.
AA# A6011.455	--- Children & Adult Services, Travel & Subsistence	1,705.
AA# A6015.109	--- DSS - H.E.A.P., Other Salaries.....	17,671.
AA# A6102.495	--- Medical Assistance-Medicaid, Other Expenses.....	267,397.
AA# A9950.9	--- Transfer to Other Funds, Capital Fund	33,333.
	“A” Fund Total:	\$ 1,006,536.

TO, continued

AA# J6293.495	--- Summer Youth Employment Program, Other Expenses	\$ 21,059.
AA# J6296.102	--- Workforce Development Administration, Temporary Help ..	126,346.
AA# J6297.102	--- Workforce Development Administration, Temporary Help ..	257,276.
AA# J6298.102	--- Workforce Development Administration, Temporary Help ..	188,345.
AA# J6340.4955	-- MHA Grants-Gillmore Village Neighborhood	12,037.
	“J” Fund Total:	\$ 605,063.

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May 6, 2010

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FROM:

AA# A1111.453 - - - County Court-Parking, Charter of Vehicle	\$ 12,865.
AA# A1165.109 - - - District Attorney Office, Other Salaries.....	10,816.
AA# A1165.495125 - District Attorney Office, Retention Expense	32,514.
AA# A1410.418 - - - County Clerk-Registrar, Meter Postage	10,759.
AA# A1411.455- - - Motor Vehicle Bureau, Travel & Subsistence	6,834.
AA# A1420.1951- - - Law Department, Other Fees & Services.....	37,805.
AA# A1450.418 - - - Board of Elections, Meter Postage.....	15,517.
AA# A1451.19511 - Board of Elections-HAVA, Poll Worker Training	10,524.
AA# A1451.19512 - Board of Elections-HAVA, Election Day Fee	20,353.
AA# A1620.414 - - - Buildings & Grounds, Utilities	152,926.
AA# A2960.49598 - - EHC Program, Excess Administration Costs.....	49,207.
AA# A3120.212 - - - Sheriff-Law Enforcement, Computer Hardware.....	16,307.
AA# A3430.109 - - - Drug Enforcement Task Force, Other Salaries	6,454.
AA# A3640.493 - - Emergency Services, Maintenance & Repair.....	5,800.
AA# A4012.1951- - - Public Health Nurses, Other Fees & Services.....	20,346.
AA# A4012.495 - - - Public Health Nurses, Other Expenses	16,493.
AA# A4018.195 - - - Environmental Health, Other Fees & Services	11,247.
AA# A4021.19511 - - Community Wellness, Individual Therapies.....	25,295.
AA# A4046.495 - - - Physically Handicapped Children Program, Other Expenses	62,070.
AA# A4091.495 - - - Healthy Living Partnership Program, Other Expenses	25,857.
AA# A4310.412 - - - Mental Health Administration, Insurance & Bonding	5,571.
AA# A5620.412 - - - Department of Aviation, Insurance & Bonding	34,627.
AA# A6010.49535 - - DSS Administration, Inter Agency Contracts	129,576.
AA# A6055.495 - - - Day Care Activities, Other Expenses.....	19,376.
AA# A6101.495 - - - Medical Assistance, Other Expenses	<u>267,397.</u>

“A” Fund Total: \$ 1,006,536.

AA# J6293.102 - - - Summer Youth Employment Program, Temporary Help	\$ 221,978.
AA# J6300.102 - - - Workforce Development Administration, Temporary Help ..	39,955.
AA# J6300.195 - - - Workforce Development Administration, Other Fees	133,217.
AA# J6300.495 - - - Workforce Development Administration, Other Expenses ...	117,426.
AA# J6342.495 - - - Local Re-entry Task Force, Other Expenses.....	<u>92,487.</u>

“J” Fund Total: \$ 605,063.

Board of Legislators
May 6, 2010
Page 4
FROM, continued

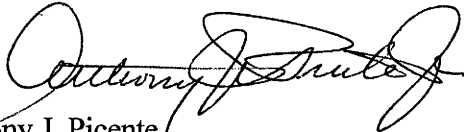
I also request your Board approval for the following 2009 supplemental appropriations:

AA# A1985.4	Sales Tax Payments to Other Governments.....	\$ 32,710,372.
AA# A6119.495 - - -	DSS-Child Care, Other Expenses	<u>890,856.</u>
		\$ 33,601,228.

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

RA# A1112 - - - - -	Sales Tax Receipts for Other Governments	\$ 32,710,372.
RA# A3619 - - - - -	State Aid – Child Care	<u>890,856.</u>
		\$ 33,601,228.

Respectfully submitted,



Anthony J. Picente
Oneida County Executive

AJP: gpb
CC: County Attorney
Comptroller
Budget Director
Affected Department Heads

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Dawn Catera Lupi
First Assistant

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

FN 20 10 - 232

PUBLIC SAFETY

WAYS & MEANS

April 5, 2010

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

Dear Mr. Picente:

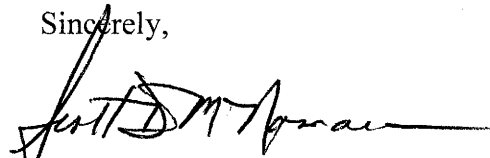
Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$119,000.00. The grant period is from January 1, 2010 through December 31, 2010. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

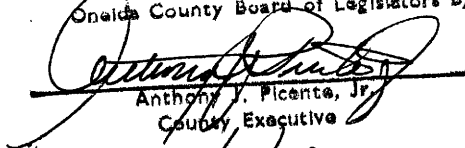
Thank you for your time and assistance in this matter.

Sincerely,



Scott D. McNamara
Oneida County District Attorney

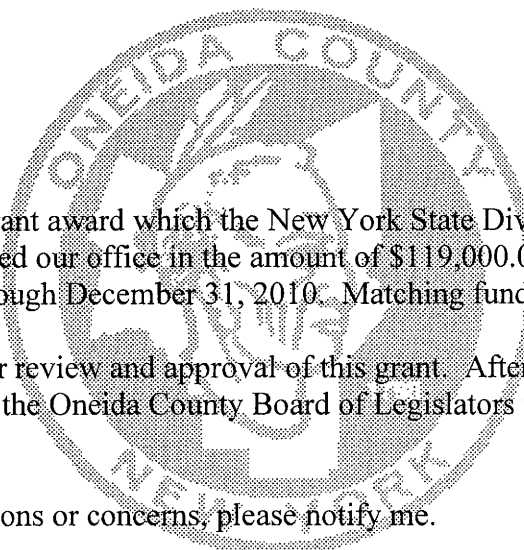
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony J. Picente, Jr.
County Executive

Date 5/7/10

2010 MAY 11 AM 9:31
RECEIVED
ONEIDA COUNTY LEGISLATURE



ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Violence Against Women American Recovery and Reinvestment Act

Proposed Dates of Operation:

01/01/10 – 12/31/10

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

This project will able the agency to retain a Domestic Violence Prosecutor in Utica City Court and the countywide Victim/Witness Coordinator, both positions within the Oneida County District Attorney's Office. These two positions are crucial to prosecution efforts and victim's services in the area of domestic violence. Both positions face elimination due to the current fiscal crisis in Oneida County.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$119,000.00

Account #:

Oneida County Dept. Funding Recommendation:

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

\$119,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
Acting through Oneida
County District Attorney

(Hereinafter referred to
as the County)

FUNDING SOURCE

NYS Division of Criminal Justice
4 Tower Place
Albany, New York 12203-3702

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: 01/01/10
To: 12/31/10

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$119,000.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

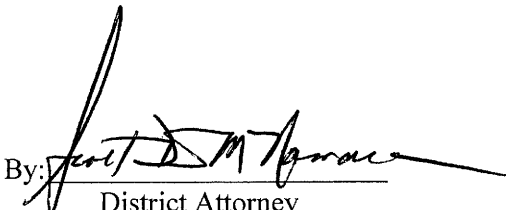
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County District Attorney, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By:  _____
District Attorney

Approved as to form

By: _____
Oneida County Attorney

<p><u>STATE AGENCY</u> NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C652021 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - NYS Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> VAWA Recovery <u>DCJS NUMBERS:</u> VR09652021</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2010 TO 12/31/2010 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$119,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; 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><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contacts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

AGREEMENT**STATE OF NEW YORK****AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used) GMS Amendment. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s) create and amendment to the GMS record. Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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

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

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

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

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

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

III. Terminations

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

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

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

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

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

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

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

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

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

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement

schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used

for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the

State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev)June, 2006

Certified by - on

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto. The parties agree, however, that DCJS may unilaterally amend only the following sections of the Budget Amendment/Grant Extension form (DCJS-55) to insure accuracy and completeness: identification of Federal Funds or State Funds; #1 Grantee Name, #2 County; #3 Contract No.; #4 Implementing Agency; #5 DCJS No.; #7 Project Title; #9 Date of Last Approved Request; #10 Contract Duration; and A. Approved Project Budget. DCJS shall initial such amendment(s) and shall provide Grantee with a copy of the corrected DCJS-55 that was unilaterally amended by DCJS.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local

government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:
www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior written approval by DCJS and the NYS Office of the State Comptroller. An Appendix X and a DCJS-55 setting forth the proposed amendment must be submitted to DCJS for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior written approval of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS before the next voucher and/or fiscal cost report will be approved.
2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A DCJS-55 and a letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee

who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

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

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

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon

completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	Report Due
January 1 - March 31	May 15
April 1 - June 30	August 15
July 1 - September 30	November 15
October 1 - December 31	February 15

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

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, 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 Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All

expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

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

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER073109

Certified by - on

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Domestic Violence Prosecutor @ 100% (of annual salary) 35 hrs./wk.	1	\$58,185.00	\$58,185.00	\$58,185.00	\$0.00
2	Victim/Witness Coordinator @ 100% (of annual salary) 35 hrs./wk.	1	\$29,890.00	\$29,890.00	\$29,890.00	\$0.00
Total				\$88,075.00	\$88,075.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits for Domestic Violence Prosecutor @ 35%	1	\$20,463.00	\$20,463.00	\$20,463.00	\$0.00
2	Fringe Benefits for Domestic Violence Victim/Witness Coordinator @ 35%	1	\$10,462.00	\$10,462.00	\$10,462.00	\$0.00
Total				\$30,925.00	\$30,925.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$119,000.00	\$119,000.00	\$0.00

Oneida County District Attorney's Office

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$119,000.00	\$119,000.00	\$0.00

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance 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.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT	PAYMENT DUE DATE
1	Pending appropriation, 30 days after commencement date of contract with proper documentation or

upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - \$ DCJS approval to reallocate funds between Personal Services and Non Personal Services.

VER073109

Certified by - on

Award Contract

VAWA Recovery

Project No.**Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

APPENDIX D - Work Plan**Goal**

To reduce the overall number of incidents of domestic violence occurring in the City of Utica by retaining our dedicated Domestic Violence Prosecutor and Victim/Witness Coordinator.

Objective #1

To maintain the high level of prosecution services to victims of domestic violence in the City of Utica provided by a dedicated Domestic Violence Prosecutor and a Victim/Witness Coordinator.

Task #1 for Objective #1

A full-time Assistant District Attorney will be retained to ensure the vertical prosecution of felony domestic violence cases from the time of case inception in the District Attorney's Office through disposition of the case.

Performance Measure

- 1 Report on the progress of the ADA in performing the duties of this position.
- 2 Number of cases referred to ADA.
- 3 Number of cases prosecuted using vertical prosecution case processing.
- 4 Number of domestic violence cases prosecuted.
- 5 Number of convictions.

Task #2 for Objective #1

A full-time Victim/Witness Coordinator will be retained to provide a continuity of care for domestic violence victims to assist victims with navigating the criminal justice system as well as accessing services such as emergency shelter, notification of court proceedings, and counseling.

Performance Measure

- 1 Report on progress of the Victim/Witness Coordinator in performing the duties of this position.
- 2 Number of services provided by Victim/Witness Coordinator.
- 3 Types of services provided by Victim/Witness Coordinator.

Task #3 for Objective #1

The specialized staff will attend training on the dynamics of domestic violence as well as areas of the law pertinent to the prosecution of domestic violence offenders.

Performance Measure

- 1 Dates, topics and description of domestic violence training seminars and/or conferences attended.

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Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1081-E00

Oneida County

03/24/2010

Award Conditions

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

General Conditions**APPENDIX D - Special Conditions**

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that funds will be used only for the purpose areas described in the "Grants to Combat Crimes Against Women" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis.

Grantee agrees to submit one copy of all reports and publications resulting from this agreement to DCJS. Any publications must contain the following statement, in visible print, on the front cover of any document generated pursuant to a S.T.O.P. Violence Against Women Grant administered by DCJS:

This project was supported by a grant awarded by the Violence Against Women Grants Office, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 69-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug

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Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Law enforcement grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257. Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Sexual Assault Examiner Program grantees agree to abide by the NYS Public Health law and the NYS Department of Health Adult Sexual Offense Evidence Collection Protocol. Grantee agrees that staff will be properly trained and performing complete exams. Grantee agrees that the rape crisis counselors will be certified for the confidentiality privilege. Grantee agrees to develop case tracking of SAE cases with the District Attorneys Office and report conviction rates of SAE vs. non-SAE sexual assault cases to DCJS. Grantee agrees that funds provided in this grant will only be used for adult (age 16 and over) forensic examination fees and program support.

The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency who has expenses being paid by this grant award and itemized in Appendix B-Budget.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

New York State has received a match waiver from the Federal Office on Violence Against Women. No match is required for grantees receiving FFY 2009 Violence Against Women Recovery Act funds.

FFY 2009 S.T.O.P. VAWA Recovery Act expenditures must be made by April 30, 2011. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and court projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State, or local victim service programs during the course of development their projects.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

RECOVERY ACT SPECIAL CONDITIONS

Reporting and Registration Requirements under Section 1512 of the Recovery Act

The Grantee is required to report the information described in Section 1512 of the Recovery Act using a form prescribed by DCJS. The form will collect the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282). The data provided will be used by DCJS to complete its reporting obligations under Section 1512 of the Recovery Act. The reports are due no later than 5 calendar days after each calendar quarter in which the Grantee receives Recovery Act funding.

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Information from these reports will be made available to the public. The Grantee will report:

- the total amount of recovery funds received;
- the amount of recovery funds received that were expended or obligated to projects or activities;
- a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
- the name of the project or activity
- a description of the project or activity
- an evaluation of the completion status of the project or activity
- an estimate of the number of jobs created and the number of jobs retained by the project or activity -a description of the project or activity; and
- detailed information on any subawards or vendors retained by the Grantee.

Grantees must obtain and provide to DCJS a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com). Grantees must also obtain and maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

Separate Tracking and Reporting of Recovery Act Funds and Outcomes

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recovery Act funds may be used in conjunction with other funding as necessary, but tracking and reporting of Recovery Act funds must be separate. The accounting systems of all Grantees must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

The Grantee will ensure that all personnel whose activities are to be charged to a Recovery Act grant will maintain timesheets to document hours worked for activities related to the grant as well as non-grant related activities.

Grantees must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Access to Records; Interviews

The Grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)) and DCJS, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any contractor or subcontractor. The Grantee also understands and agrees that DOJ, DCJS, and the GAO are authorized to interview any officer or employee of the Grantee (or of any contractor or subcontractor) regarding transactions related to this Recovery Act award.

One-time Funding

The Grantee understands that awards under the Recovery Act will be one-time awards and accordingly that its project activities and deliverables are to be accomplished without additional DCJS or DOJ funding.

Misuse of award funds

The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Additional Requirements and Guidance

The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

The Grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by DCJS. Compliance with these requirements will be monitored by DCJS.

The Grantee is required to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix ARRA- in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow DCJS to properly monitor Grantee expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

Notwithstanding the provisions of paragraph I(D) of the Agreement, any change in scope (Appendix D) is subject to the approval of the Office of the State Comptroller.

CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, 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 invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Dawn Catera Lupi
First Assistant

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

FN 20 10 - 233

PUBLIC SAFETY

WAYS & MEANS

April 5, 2010

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

Dear Mr. Picente:

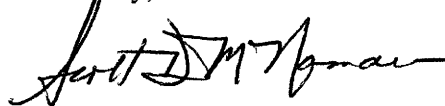
Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$100,000.00. The grant period is from January 1, 2010 through March 31, 2011. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

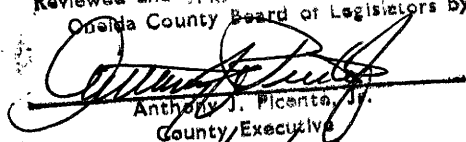
Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney

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


Anthony J. Picente, Jr.
County Executive

Date 5/2/10

2010 MAY 11 AM 9:27
ONEIDA COUNTY LEGISLATURE
RECEIVED

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**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Drug Law Reform

Proposed Dates of Operation:

01/01/10 – 03/31/11

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used to ensure that the case load of Drug Diversion clients is handled properly and efficiently under the new Rockefeller Drug Law Reform.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$100,000.00

Account #:

Oneida County Dept. Funding Recommendation:

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

\$100,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p><u>STATE AGENCY</u> NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C637023 (Contract Number) <u>ORGINATING AGENCY CODE:</u> 01490 - NYS Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Byrne JAG Recovery <u>DCJS NUMBERS:</u> BR09637023</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2010 TO 03/31/2011 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$100,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 1 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> [] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; 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><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contacts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

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Award Contract

Byrne JAG Recovery

Project No.**Grantee Name**

BR09-1020-D00

Oneida County

04/05/2010

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used) GMS Amendment. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s) create and amendment to the GMS record. Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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

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

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

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

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

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

III. Terminations

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

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

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

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

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

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

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

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

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

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

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Award Contract**Byrne JAG Recovery****Project No.****Grantee Name**

BR09-1020-D00

Oneida County

04/05/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement

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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.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used

for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the

State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev)June, 2006

Certified by - on

Award Contract**Byrne JAG Recovery****Project No.****Grantee Name**

BR09-1020-D00

Oneida County

04/05/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto. The parties agree, however, that DCJS may unilaterally amend only the following sections of the Budget Amendment/Grant Extension form (DCJS-55) to insure accuracy and completeness: identification of Federal Funds or State Funds; #1 Grantee Name, #2 County; #3 Contract No.; #4 Implementing Agency; #5 DCJS No.; #7 Project Title; #9 Date of Last Approved Request; #10 Contract Duration; and A. Approved Project Budget. DCJS shall initial such amendment(s) and shall provide Grantee with a copy of the corrected DCJS-55 that was unilaterally amended by DCJS.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local

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government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:
www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior written approval by DCJS and the NYS Office of the State Comptroller. An Appendix X and a DCJS-55 setting forth the proposed amendment must be submitted to DCJS for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior written approval of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A DCJS-55 and a letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee

who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

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

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

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon

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completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

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A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	Report Due
January 1 - March 31	May 15
April 1 - June 30	August 15
July 1 - September 30	November 15
October 1 - December 31	February 15

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

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, 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 Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All

expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

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

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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Certified by - on

Award Contract

Byrne JAG Recovery

Project No.**Grantee Name**

BR09-1020-D00

Oneida County

04/05/2010

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney - 1 FTE for 15 months (January 1, 2010 - March 31, 2011)	1	\$65,865.00	\$65,865.00	\$65,865.00	\$0.00
Total				\$65,865.00	\$65,865.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits for the Assistant District Attorney - 19.41%	1	\$12,784.40	\$12,784.40	\$12,784.40	\$0.00
2	Health Insurance for the Assistant District Attorney	1	\$5,967.60	\$5,967.60	\$5,967.60	\$0.00
Total				\$18,752.00	\$18,752.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Laptop Computer	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
2	County software for the Laptop Computer	1	\$600.00	\$600.00	\$600.00	\$0.00
3	Color Laser Jet Printer	1	\$600.00	\$600.00	\$600.00	\$0.00
Total				\$3,200.00	\$3,200.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	BUPRENORPHINE (BUP) - Drug and alcohol screening products	800	\$0.86	\$688.00	\$688.00	\$0.00
2	Alco-Sensor	2	\$400.00	\$800.00	\$800.00	\$0.00
3	Alco-Sensor Tubes	5000	\$0.50	\$2,500.00	\$2,500.00	\$0.00
4	MAMP/COV/THC/BZO/MTD/BAR/MDMA/OPI (300)/PCP/OXY - Drug and alcohol screening products	800	\$3.45	\$2,760.00	\$2,760.00	\$0.00
Total				\$6,748.00	\$6,748.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training Sessions/Seminars/Meetings (Subject to prior DCJS Approval)	1	\$5,435.00	\$5,435.00	\$5,435.00	\$0.00
Total				\$5,435.00	\$5,435.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Award Contract**Byrne JAG Recovery****Project No.****Grantee Name**

BR09-1020-D00

Oneida County

04/05/2010

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance 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.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT	PAYMENT DUE DATE
1	Pending appropriation, 30 days after commencement date of contract with proper documentation or

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upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
- \$ DCJS approval to reallocate funds between Personal Services and Non Personal Services.

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Award Contract

Byrne JAG Recovery

Project No.**Grantee Name**

BR09-1020-D00

Oneida County

04/05/2010

APPENDIX D - Work Plan**Goal**

To reduce recidivism by providing non-violent felony offenders with an opportunity to participate in and successfully complete a program of residential or outpatient drug and/or alcohol abuse treatment as an alternative to prison. The overall purpose of this funding is to help reduce the number of prison commitments by facilitating the diversion of addicted individuals, with an emphasis on those who would have been subject to mandatory imprisonment prior to enactment of the 2009 drug law reforms. These diversions may be effected through existing efforts (e.g., Drug Treatment Alternative to Prison, STEPS/Road to Recovery, PROUD or similar programs), or through sentences of Judicial Diversion whether or not the prosecutor objects to such dispositions.

Objective #1

Identify and determine eligibility of defendants to ensure that candidates are non-violent substance abusers who satisfy all legal criteria.

Task #1 for Objective #1

Review criminal histories following arraignment and conduct necessary background investigations as dictated by office policies; or review case histories pertaining to other clients who may be suitable for the diversion program.

Performance Measure

- 1 Number of offenders arraigned who meet the criminal history and offense eligibility criteria.
- 2 Number of offenders offered screening for treatment diversion.
- 3 Number of offenders who refuse screening for treatment diversion.
- 4 Number of offenders actually screened for treatment diversion.
- 5 Number of offenders approved for further assessment.
- 6 Number of offenders rejected and reasons for rejection.

Objective #2

Refer candidates for program participation.

Task #1 for Objective #2

Arrange for designated agency to perform detailed screening and assessment of eligible offenders.

Performance Measure

- 1 Number of assessments performed.
- 2 Number of candidates approved for participation in treatment programs.
- 3 Number of candidates rejected and reasons for rejection.

Objective #3

Place offenders in appropriate treatment programs.

Task #1 for Objective #3

Coordinate arrangements with case manager or other designated entity.

Performance Measure

- 1 Number placed and case data for defendants enrolled in treatment programs (include NYSID number, social security number (if available), arrest and plea date, and plea charge for each offender).
- 2 Number of defendants who could not be placed and reasons for rejection.

Objective #4

Ensure that program goals are being realized.

Task #1 for Objective #4

Monitor defendants' compliance with their individual treatment plans and take corrective action where necessary.

Performance Measure

- 1 Number of defendants monitored during quarter, including NYSID numbers for each offender.
- 2 Number of defendants in treatment at end of quarter.
- 3 Number of defendants in compliance with conditions of treatment.
- 4 Number of defendants subjected to graduated sanctions and description of sanctions.
- 5 Number of absconders from treatment.
- 6 Number of absconders apprehended by investigative staff.
- 7 Number of participants rearrested while enrolled in program.
- 8 Number of non-compliant defendants removed from program and description of resulting sentence (e.g. prison, jail).
- 9 Number of defendants removed from program for reasons other than non-compliance (e.g. death, medical conditions, etc).
- 10 Number of defendants successfully completing treatment, the duration of treatment placements, and the final disposition of charges (e.g., dismissal, reduction).
- 11 Recidivism rates for participants following exit from treatment.
- 12 Other relevant data regarding program results (e.g., employment, education).

Objective #5

Monitor utilization of the judicial diversion sentencing option within each jurisdiction.

Task #1 for Objective #5

Maintain data on individuals sentenced to judicial diversion and report the information to DCJS.

Performance Measure

- 1 Number judicially diverted and case data for defendants sentenced to judicial diversion (include NYSID number, social security number (if available), arrest and plea date, and plea charge for each offender). To help DCJS ascertain the impact of the drug law changes, these data should be segregated by cases where the prosecutor consented to this disposition vs. cases where the prosecutor objected.

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Award Contract**Byrne JAG Recovery****Project No.**

BR09-1020-D00

Grantee Name

Oneida County

04/05/2010

Award Conditions

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

General Conditions**APPENDIX D - Special Conditions**

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services. This award is for the initial contract period stated on the attached contract signature page and subject to one or two 1 year renewal options as indicated on the attached contract signature page, contingent upon available appropriation and Grantee performance.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Law enforcement Grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257.

All criminal justice information management software which Grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services, as applicable.

Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY

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Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

In addition to the submission of program progress reports as outlined in Appendix A-1, the Grantee will also provide information to assist DCJS in completing the Byrne JAG Program Performance Measures on a quarterly basis. This information will be reported through the DCJS GMS or on a form prescribed by DCJS. These reports will be due on the same schedule as the other program progress reports as outlined in Appendix A-1. Information about these Performance Measures can be found at: www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capability to ensure compliance and monitor activities.

FFY 2009 Byrne JAG ARRA expenditures must be made by February 28, 2013. Any extension beyond this time is contingent upon BJA's approval of the State's request for an award extension.

RECOVERY ACT SPECIAL CONDITIONS

Reporting and Registration Requirements under Section 1512 of the Recovery Act

The Grantee is required to report the information described in Section 1512 of the Recovery Act using a form prescribed by DCJS. The form will collect the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282). The data provided will be used by DCJS to complete its reporting obligations under Section 1512 of the Recovery Act. The reports are due no later than 5 calendar days after each calendar quarter in which the Grantee receives Recovery Act funding. Information from these reports will be made available to the public. The Grantee will report:

- (1) the total amount of recovery funds received;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities;
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--

- the name of the project or activity
- a description of the project or activity
- an evaluation of the completion status of the project or activity
- an estimate of the number of jobs created and the number of jobs retained by the project or activity a description of the project or activity; and

- (4) detailed information on any subawards or vendors retained by the Grantee.

Grantees must obtain and provide to DCJS a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com). Grantees must also obtain and maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

Separate Tracking and Reporting of Recovery Act Funds and Outcomes

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and

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reported on separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recovery Act funds may be used in conjunction with other funding as necessary, but tracking and reporting of Recovery Act funds must be separate. The accounting systems of all Grantees must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

The Grantee will ensure that all personnel whose activities are to be charged to a Recovery Act grant will maintain timesheets to document hours worked for activities related to the grant as well as non-grant related activities.

Grantees must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Access to Records; Interviews

The Grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)) and DCJS, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any contractor or subcontractor. The Grantee also understands and agrees that DOJ, DCJS, and the GAO are authorized to interview any officer or employee of the Grantee (or of any contractor or subcontractor) regarding transactions related to this Recovery Act award.

One-time Funding

The Grantee understands that awards under the Recovery Act will be one-time awards and accordingly that its project activities and deliverables are to be accomplished without additional DCJS or DOJ funding.

Misuse of award funds

The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Additional Requirements and Guidance

The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

The Grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by DCJS. Compliance with these requirements will be monitored by DCJS.

The Grantee is required to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow DCJS to properly monitor Grantee expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

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OFFICE OF THE SHERIFF

DANIEL G. MIDDAGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

April 15, 2010

FN 20 10 - 234

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

PUBLIC SAFETY

ONEIDA COUNTY BOARD OF LEGISLATORS
2010 MAY 11 PM 12:01

Tom
Dear Mr. Picente,

WAYS & MEANS

The Sheriff's Office is requesting approval of the 2009-2014 contract with the New York State Unified Court System. Although the contract start date was April 1, 2009, we did not receive the contract until late in December 2009. In January 2010, we responded to the Unified Courts in writing with our concerns regarding this contract. Although we were already into the tenth month of the contract, there is a five year contract and we had hoped to work out as many issues as possible. In February, we met with representatives of the Unified Courts. We have been waiting for their response which we did not receive until recently. We have letters from State Officials reassuring us on some of our issues. We are attaching that correspondence as well as other correspondence on our concerns.

I am requesting your approval and signature if acceptable. Unfortunately reimbursement can be held up without a signed contract. Contract and payment delays have been a long standing issue on this program. If I can be of further assistance, please feel free to contact me.

Thank you.

Sincerely, *Dan*

Daniel G. Middaugh
Sheriff

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

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

Date 5/7/10

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

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

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

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

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP x

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New York State Unified Court System

Title of Activity or Service: Service to the Courts in Oneida County

Proposed Dates of Operation: April 1, 2009 to March 31, 2014

Client Population/Number to be Served: People working in or being served by the courts

Summary Statements

- 1) **Narrative Description of Proposed Services**
Security and administrative service to the courts through the assignment of staff

- 2) **Program/Service Objectives and Outcomes:** For safety and support of those working in and being served by the court system.

- 3) **Program Design and Staffing:** Deputy Sergeant, Deputy Sheriffs, Court Security Officer, Court Attendants, and Court Attendant Supervisor. See attached schedule.

Total Funding Requested: \$1,825,000

**Account # A3117 Expense
A2260 Revenue**

Oneida County Dept. Funding Recommendation: Recommend contract be signed however review supporting correspondence regarding concerns.

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

Cost Per Client Served: N/A

Past Performance Data: The state is habitually late sending out their contracts and making payments. We do not have a lot of choices on this program until there is a state takeover.

O.C. Department Staff Comments: Note contract correspondence regarding various issues.

Municipality: ONEIDA COUNTY
Contract Number: C200417
Agency Code: 05560

Agreement

This Agreement, made and entered into between the NEW YORK STATE UNIFIED COURT SYSTEM (hereinafter "UCS"), 25 Beaver Street, New York, New York 10004

ONEIDA COUNTY SHERIFF'S DEPARTMENT, 6065 JUDD ROAD, ORISKANY, NY 13424

Specify Name and Address

(hereinafter "Contractor") is for the purposes of insuring that adequate security services are available in the courts of

ONEIDA COUNTY

Specify County or City

and providing for reimbursement to CONTRACTOR for furnishing these services. In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

A. This Agreement, including attached Appendices A, B, B-1, C, C-1 and D, shall be for a term commencing on April 1, 2009 when signed by the parties and approved by all necessary government agencies and shall continue for a maximum of five (5) years, through March 31, 2014, unless terminated earlier or extended pursuant to its terms.

B. This term shall consist of one-year periods (hereinafter ("PERIOD")), each of which shall have its own maximum amount of monetary reimbursement by UCS to CONTRACTOR for that PERIOD, as provided in Section III(B)(1) of this Agreement. In addition each PERIOD shall have its own staffing schedule, in the form of new Appendices B and B-1, to replace the Appendices B and B-1 in this Agreement or in any amendment hereto.

C. The initial period of this Agreement shall commence on April 1, 2009 and shall terminate on March 31, 2010 and the subsequent one-year periods shall commence on the first day of April and terminate on the last day of March in each succeeding year in the term of the Agreement.

D. The parties agree that any change in the dates of each subsequent PERIOD, as well as the maximum compensation and the new staffing schedule for that PERIOD, shall be established by the mutual written agreement of the parties. The maximum compensation for a subsequent PERIOD shall be subject to the approval of the Comptroller of the State of New York (OSC) if the maximum compensation for the applicable PERIOD exceeds the maximum compensation for the immediately preceding PERIOD by more than four percent (4%).

E. Upon completion of the five-year term, UCS will submit to OSC a cumulative reconciliation identifying approved maximum compensation amounts and actual expenditures for each PERIOD. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. SCOPE OF CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR agrees to provide security services to the designated courts set forth in APPENDIX B in accordance with the following understandings, terms and conditions:

A. NATURE OF SERVICES TO BE PROVIDED

1. Contractor shall protect and guard the judges, nonjudicial officers and employees, trial jurors, parties, attorneys, witnesses and the general public in the designated courts, and on the court premises, as well as the property belonging to such courts.

2. CONTRACTOR shall perform any additional duties necessary to provide protection and maintain security in the designated courts and on the court premises, except that UCS shall not reimburse for the guarding of prisoners, providing prisoner transportation to and from correctional or holding facilities, or moving prisoners within the courts.

3. CONTRACTOR agrees to abide by all policies and procedures for court security personnel established by UCS concerning the delivery of security services.

4. CONTRACTOR agrees that all court security training programs will be consistent with UCS policies and procedures, and that curricula for such programs will be submitted to UCS in writing for prior approval.

5. CONTRACTOR shall provide such additional court security services as UCS or its designee may require.

B. OBLIGATIONS OF CONTRACTOR AND UCS

1. CONTRACTOR shall supply DCJS certified, police and/or peace officer personnel within CONTRACTOR's employ as security personnel to provide security services for the court or courts designated in this Agreement, in accordance with the provisions of Section II paragraph A above. All security personnel, with the exception of court attendants, employed pursuant to this Agreement (a) shall meet the physical, mental, skill and age requirements for all other police/peace officer personnel employed by the CONTRACTOR and (b) shall have satisfied all training requirements pursuant to either section 209 (q) of the General Municipal Law or section 2.30 of the Criminal Procedure Law. CONTRACTOR shall certify all police officer personnel as defined in section 1.20 of the Criminal Procedure Law in the police registry and all peace officer personnel as defined in section 2.10 of the Criminal Procedure Law in the peace officer registry as required by sections 845 and 845-a of the Executive Law. Deputy Sheriffs certified in the peace officer registry pursuant to their assignments by CONTRACTOR to correction officer duties may be assigned to the court security pool. The carrying of firearms by contractual security personnel is strictly prohibited unless such security personnel are certified in the appropriate police/peace officer registry.

2. CONTRACTOR shall designate one of its security personnel as listed in Appendix B-1 to serve as Security Supervisor for CONTRACTOR. The Security Supervisor shall be responsible for the on-site administration of CONTRACTOR's security program. The responsibilities of the Security Supervisor shall include, but not be limited to, directing, supervising and monitoring the day-to-day work and conduct of security personnel supplied by CONTRACTOR pursuant to this Agreement, maintaining daily attendance records for such employees and insuring that such employees properly perform security functions in the locations to which they are assigned pursuant to subparagraph (3) below. UCS may, in its discretion, require CONTRACTOR to designate additional supervisors, according to the needs of the designated courts.

3. The Administrative Judge of the Judicial District, on behalf of UCS, shall designate at least one person employed by UCS to serve as Security Coordinator for UCS. The Security Coordinator shall be responsible for determining the specific security functions and locations within the designated courts to which CONTRACTOR shall assign its employees, in accordance with the needs of the designated courts as determined by the Security Coordinator. The Security Supervisor shall confer with the Security Coordinator regarding the daily staffing requirements of individual courts. The Security Coordinator shall determine the time and hours during which CONTRACTOR's employees shall be needed to furnish security services in each court and shall monitor the daily attendance records maintained by CONTRACTOR's Security Supervisors for the designated courts.

4. CONTRACTOR's Security Supervisor and UCS's Security Coordinator shall continually review and evaluate the security services provided by CONTRACTOR. CONTRACTOR's Security Supervisor shall consult with and acquire the approval of the Security Coordinator or, in his/her absence, the Clerk of the Court, prior to taking any

action not otherwise prohibited by the terms of this Agreement that may affect court security in the designated courts or on court premises or that may interfere with normal court operations.

C. DEPLOYMENT REQUIREMENTS

1. CONTRACTOR shall select and designate at least the minimum number, and not more than the maximum number, of security personnel set forth in Appendix B to a security pool maintained for the purpose of deployment to the designated courts. The minimum number of personnel for each court shall be designated exclusively to the security pool and assigned to the applicable court on a regular basis. The assignment of personnel above the minimum number and up to the maximum number shall be based upon need as determined by the UCS Security Coordinator. UCS may require CONTRACTOR to select, designate and assign additional security personnel above the maximum number set forth in Appendix B to the security pool as UCS may determine, in its discretion, are needed in the designated courts, provided that such additional security personnel shall not cause expenditures to go beyond the funding limitation for that PERIOD. Contractor shall not make any additions to the security pool without the express prior written consent of UCS. Only security personnel who are members of the security pool may be assigned by CONTRACTOR to provide court security services. All security positions to be filled by CONTRACTOR shall be listed in Appendices B and B-1 to this Agreement. Appendix B-1 shall include the title, rank and the registry to which the person filling that position is certified.

2. In those instances in which CONTRACTOR is to provide security services for several courts within a county or city, CONTRACTOR, as far as practicable and upon the request of the UCS, shall designate and assign the same security personnel to each court on a continuing basis. Except in cases of emergencies or requests by UCS, security personnel assigned to a specific court shall not be removed or reassigned to another court by CONTRACTOR. In the event of such emergency removal or reassignment, CONTRACTOR shall notify the Security Coordinator forthwith.

3. CONTRACTOR shall provide a replacement for any security personnel assigned to a court pursuant to this Agreement who is absent from his or her assigned location for any reason, unless the Security Coordinator determines that a replacement is not necessary.

4. CONTRACTOR shall replace any of its employees assigned to provide court security whom UCS determines is performing unsatisfactorily. UCS will participate in any appropriate disciplinary proceeding required pursuant to the appropriate collective bargaining agreement between employee and CONTRACTOR.

5. All additions and replacements to the security pool must meet all criteria for security personnel specified in Section II(B)(1) above. The assignment of additional and replacement security personnel who are ranking officers or officers in overtime status may be made only with the prior written consent of UCS. In the event that Contractor assigns ranking officers or officers in overtime status as additional or replacement security personnel without the prior written consent of UCS, Contractor will be reimbursed for the hours worked by such personnel as specified in Section III(B)(1)(h).

III. FINANCIAL OBLIGATIONS AND REPORTING REQUIREMENTS

A. DOCUMENTATION AND VERIFICATION

1. CONTRACTOR shall maintain, in the format prescribed in Appendices C or C-1, as applicable, a monthly log for each court in which security services are provided, indicating for each employee the number of hours worked and the hourly rate paid, together with the total amount expended for all employees assigned to provide security services. Daily sign-in and sign-out sheets also shall be maintained for each court by CONTRACTOR, in the format prescribed in Appendix D, on which shall be recorded the attendance and hours actually worked by each of CONTRACTOR's employees in that court. The daily attendance records and monthly logs must be reviewed for accuracy by the Security Supervisor and certified by the CONTRACTOR before a request for payment will be processed by UCS.

2. Within ten (10) days after the end of each month, CONTRACTOR shall submit to UCS a voucher, in a format to be provided to CONTRACTOR by UCS, for reimbursement of monies expended by CONTRACTOR to provide court security services during the preceding month. CONTRACTOR shall sign and forward the voucher, together with copies of all monthly log sheets and daily attendance records for its employees, to: (insert name, title, and address)

Fifth Judicial District Office
Onondaga County Office Building
600 S State Street, RM 300
Syracuse, New York 13202

3. UCS, upon receiving the voucher, monthly log sheets and daily attendance records, shall review the expenditures, approve allowable costs in accordance with paragraph (B) of this section, and submit the voucher to the New York State Department of Audit and Control for payment to CONTRACTOR.

B. ALLOWABLE COSTS

1. UCS shall reimburse CONTRACTOR in an amount equal to allowable costs paid by CONTRACTOR to its employees who are assigned to provide security services for the designated courts pursuant to the terms of this Agreement, provided, however, that the total amount of reimbursement during the initial PERIOD of this Agreement shall not exceed \$ \$1,825,000.00 . The reimbursement not-to-exceed amount must be equal to the amount of the average annual salary and the average annual fringe benefits for employees assigned to provide security pursuant to this agreement as specified in Appendix B. The average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in paragraph (B) of this section. For each subsequent one-year period, a new Appendix B and a new Appendix B-1 will be submitted.

a. The allowable reimbursement costs for each employee assigned to the designated courts shall in no event exceed the monies paid to an employee of CONTRACTOR holding a similar title with similar time in service pursuant to a collective bargaining contract or other agreement applicable to CONTRACTOR's other law enforcement employees.

b. Consistent with the limitations detailed herein, reimbursable costs shall include the total costs expended monthly by CONTRACTOR for employees performing court security services pursuant to this Agreement for actual hours worked, overtime as provided in subparagraph (f) below, paid leave, fringe benefits (including uniform maintenance), pensions, and wages while in attendance at in-service training programs, as provided in subparagraph (e) below. Fringe benefit categories and their percentages shall be itemized in Appendix B for each PERIOD.

c. The monthly total costs set forth in subparagraph (b) above shall be based on the hourly rate for services rendered by each employee of CONTRACTOR providing security services pursuant to this Agreement, except as specified in subparagraph (h) below, and shall contain a written breakdown setting forth the portions of the hourly rate allocable to salary and the portions allocable to each fringe benefit.

d. Prior to the end of each PERIOD during which this Agreement is in effect, CONTRACTOR shall provide UCS with an accounting of the fringe benefits actually paid by CONTRACTOR during the prior fiscal year or PERIOD on behalf of its employees who performed services for UCS. In the event of any discrepancy between the amount of allowable fringe benefits paid by CONTRACTOR and the amount reimbursed to CONTRACTOR by UCS for these fringe benefits, the parties agree to reconcile the difference, either by CONTRACTOR refunding money to UCS or by additional payments from UCS to CONTRACTOR. Any such reconciliation must be completed by September first of each year.

e. CONTRACTOR may be reimbursed for an employee providing services pursuant to this Agreement while such employee is in attendance at in-service training programs only if CONTRACTOR has received prior written approval from UCS for said employee's attendance at such training programs. In addition, UCS shall reimburse CONTRACTOR for the wages of an employee specifically hired to

perform court security services for UCS pursuant to this Agreement whose initial assignment to the court security pool occurs on or after April 1, 2009, and whose assignment is: (i) in replacement of an employee who left the employ of CONTRACTOR; or (ii) pursuant to an expansion of the number of personnel in the court security pool requested by UCS; or (iii) due to other circumstances approved in advance in writing by UCS, while said employee is in attendance at up to thirty-five (35) hours of initial basic training and up to forty-seven (47) hours of initial firearms training for peace officer certification as mandated by the New York State Division of Criminal Justice Services.

f. Overtime shall be reimbursable only when required and pre-approved in writing by UCS.

g. The cost to CONTRACTOR for paid leave time for its employees who are assigned to provide security services for UCS pursuant to this Agreement shall be reimbursable only where such leave time actually is earned by each employee during the term of this Agreement for services in the courts. The cost of leave time shall be factored into the hourly reimbursement rate for each employee by computing the cost of paid leave on a "per hours worked" basis and adding the amount to the hourly reimbursement rate.

h. In the event that CONTRACTOR assigns ranking officers or officers in overtime status as additional or replacement security personnel without the prior written consent of UCS, CONTRACTOR will be reimbursed for the hours worked by those employees as follows: (i) for an officer in overtime status, reimbursement will be at the officer's regular hourly rate (without overtime); and (ii) for a ranking officer, reimbursement will be at the hourly rate of the highest paid non-ranking officer regularly assigned to the security pool for the applicable court as set forth in Appendix B-1.

2. It is expressly understood and agreed that section III, subparagraph (B)(1) above sets forth the full extent of UCS's liability to CONTRACTOR for expenditures made by CONTRACTOR in order to fulfill the terms of this Agreement. UCS shall not be liable to CONTRACTOR for any other expenditures, including, but not limited to:

a. Monies expended for the guarding of prisoners, providing prisoner transportation to and from correctional or holding facilities, or moving prisoners within the courts.

b. Except as otherwise provided herein, monies expended in connection with the recruitment, selection and training of security personnel to be assigned to the designated courts, including, but not limited to, expenditures for administering physical or written examinations, providing initial training as mandated by the New York State Division of Criminal Justice Services in excess of thirty-five (35) hours of basic training and forty-seven (47) hours of firearms training, and purchasing uniforms, firearms or ammunition.

c. Monies expended for employees who are on paid leave, except as provided in section III, subparagraphs (B)(1)(b) and (g) above.

IV. STATUS OF CONTRACTOR AND ITS EMPLOYEES

It is expressly understood and agreed as follows:

- A. CONTRACTOR's status hereunder is that of an independent contractor.
- B. No employee of CONTRACTOR is an employee of UCS. CONTRACTOR is responsible for the work, direction, compensation and personal conduct of its employees who are assigned to provide security services for courts pursuant to this Agreement.

- C. Nothing included in this section or in any other provision of this Agreement shall be construed to impose any liability upon UCS to persons or other entities employed or engaged by CONTRACTOR or its employees, servants or agents or in any other capacity, or shall make UCS liable for the acts, omissions, liabilities, obligations or taxes of any nature, including without limitation, unemployment insurance and workers' compensation, of CONTRACTOR or its employees, servants, agents or independent contractors.
- D. CONTRACTOR shall hold the UCS harmless from, and indemnify UCS for, all liability, losses, costs or expenses (including reasonable counsel fees) which UCS may incur by reason of:
 - 1. CONTRACTOR's performance or failure to perform under this Agreement;
 - 2. CONTRACTOR's breach of any term, provision, covenant, warranty or representation contained herein; and
 - 3. The enforcement of this Agreement or any provision hereof.

V. EXTENSION AND TERMINATION

- A. This Agreement may be extended as provided in Section I above and by mutual written agreement of the parties.
- B. This Agreement may be terminated with or without cause by UCS upon thirty (30) days written notification to CONTRACTOR.
- C. In the event of termination, UCS shall not be liable for reimbursement for any services rendered after the effective date of termination.
- D. CONTRACTOR shall, within twenty (20) days of the effective date of termination, render a final voucher as provided in Section III (A) (2) herein for all un-reimbursed services up to effective date of termination. Nothing in this section shall be construed to, or shall, increase the total liability of UCS under this Agreement above the maximum amount of reimbursement provided in Section III (B) (1) of this Agreement.

VI. OTHER TERMS AND CONDITIONS

- A. Appendices A, B, B-1, C, C-1 and D are attached hereto and made parts hereof.
- B. The Comptroller of the State of New York and UCS shall have the right to audit the books of account of CONTRACTOR with respect to the services rendered and expenses incurred pursuant to this Agreement, and such books of account shall be open to inspection by the Comptroller and UCS at any mutually convenient time or times. Financial records of CONTRACTOR pertaining to, or reflecting services performed under, the Agreement shall be retained for a minimum of six (6) years after the expiration date of this Agreement.
- C. The headings used in this Agreement are for reference purposes only and are not controlling.
- D. The terms and conditions of this Agreement, together with its appendices, represent the full understanding of the parties, and no part of this Agreement may be changed without the express written consent of both parties, except as otherwise provided herein.
- E. The parties agree that each shall perform its obligations hereunder in accordance with all applicable New York State Laws, rules and regulations now or hereinafter in effect and that this Agreement shall be governed by and construed in accordance, with the laws of New York State.

F. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

FOR: COUNTY OF ONEIDA

FOR: NEW YORK STATE
UNIFIED COURT SYSTEM

BY: _____
Name: _____
Title: _____

Ronald P. Younkins
Chief of Operations

DATED: _____

DATED: _____

Approved As to Form:
NYS Attorney General

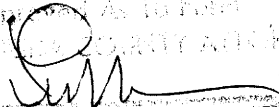
Approved By:
Thomas P. DiNapoli
Comptroller

By: _____

By: _____

Dated: _____

Dated: _____

Approved As To Form
COUNTY OF ONEIDA
By: 

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF _____)

On this _____ day of _____ 20____ before me
personally came _____ to me personally
known, who, being by me sworn, did depose and say that s/he resides in

that s/he is the _____ of _____
the municipality described in and which executed the within instrument; that s/he
knows the seal of said municipality; that the seal affixed to said instrument is such
municipal seal; and, that s/he was so authorized to sign her/his name thereto.

NOTARY PUBLIC

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPROLLER'S APPROVAL.** In accordance with Section 112.2 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-c or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay 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.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).

9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency, or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement

that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:
 - (i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and
 - (ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

STAFFING SCHEDULE

DESIGNATED COURT	TITLE	RANK	MINIMUM NO. OF SECURITY PERSONNEL REQUIRED	MAXIMUM NO. OF SECURITY PERSONNEL REQUIRED
All Courts - Oneida County	Court Security Supervisor	Sargeant	1	1
All Courts - Oneida County	Court Security	Deputy Sheriff	11	15
All Courts - Oneida County	Court Security	Deputy Sheriff (non-cert) Court Security Officer	9	12
All Courts - Oneida County	Supervisor	Court Attendant	1	1
All Courts - Oneida County	Court Attendant		22	27

STAFFING SCHEDULE

TITLE	RANK	NAME	CERTIFIED ON DCJS POLICE OR PEACE OFFICER REGISTRY
Court Attendant	Court Att	E. Aubert	NO
"	"	M. Baker	" "
"	"	K. Bohrer	" "
"	"	I. Brackett	" "
"	"	J. Clark	" "
"	"	L. Colenzo	" "
"	"	B. Covey	" "
"	"	J. Daniels	" "
"	"	B. Dawes	" "
"	"	A. Egger	" "
"	"	G. Fava	" "
"	"	N. Fava	" "
"	"	L. Hajdasz	" "
"	"	M. Hanus	" "
"	"	B. Herubin	" "
"	"	R. Hill	" "
"	"	R. Hoyle	" "
"	"	T. Lamanida	" "
"	"	J. Loin	" "
"	"	K. Madrak	" "
"	"	B. Manning	" "
"	"	M. McMann	" "
"	"	N. Oshel	" "
Court Att. Supv.	Cpl	M. Rastani	" "
Court Attendant	Court Att	B. Ruth	" "
"	"	M. Townsend	" "
"	"	T. Wiley	" "

STAFFING SCHEDULE

TITLE	RANK	NAME	CERTIFIED ON DCJS POLICE OR PEACE OFFICER REGISTRY
Court Att. Part Time		T. Frangapane	" "
"	"	R. Campese	" "

STAFFING SCHEDULE

TITLE	RANK	NAME	CERTIFIED ON DCJS POLICE OR PEACE OFFICER REGISTRY
Court Security Supervisor	Deputy Sheriff Sergeant	Richard D. Buczek	Yes
Court Security	Dep. Sheriff	Leslie Dean	Yes
Court Security	Dep. Sheriff	Doreen Rich	Yes
Court Security	Dep. Sheriff	Jeffrey Jones	Yes
Court Security	Dep. Sheriff	Brian Warcup	Yes
Court Security	Dep. Sheriff	Mark Pape	Yes
Court Security	Dep. Sheriff	Arthur Broccoli	Yes
Court Security	Dep. Sheriff	Robert Russell	Yes
Court Security	Dep. Sheriff	Susan Gregory	Yes
Court Security	Court Sec. Off.	Karen D'Ambro	No
Court Security	Court Sec. Off.	Tammy Gualtieri	No
Court Security	Court Sec. Off.	Amber Danquer	No
Court Security	Court Sec. Off.	Michael Massey	No
Court Security	Court Sec. Off.	Daniel Aubert	No
Court Security	Court Sec. Off.	Christopher Fehr	No

STAFFING SCHEDULE

DESIGNATED COURT	TITLE	RANK	MINIMUM NO. OF SECURITY PERSONNEL REQUIRED	MAXIMUM NO. OF SECURITY PERSONNEL REQUIRED
All Courts - Oneida County	Court Security Supervisor	Sargeant	1	1
All Courts - Oneida County	Court Security	Deputy Sheriff	9	15
All Courts - Oneida County	Court Security	Deputy Sheriff (non-cert) Court Security Officer	6	12
All Courts - Oneida County	Supervisor	Court Attendant	1	1
All Courts - Oneida County	Court Attendant		22	27

STAFFING SCHEDULE

DESIGNATED COURT	TITLE	AVERAGE ANNUAL SALARY*	AVERAGE ANNUAL FRINGE BENEFITS*	ESTIMATED FTE	MAXIMUM COST
All Courts - Oneida County	Sargeant	\$58,000.00	\$32,000.00	1.00	\$90,000.00
All Courts - Oneida County	Deputy Sheriff	\$55,000.00	\$25,000.00	9.00	\$720,000.00
All Courts - Oneida County	Deputy Sheriff (non-cert)	\$30,000.00	\$11,000.00	6.00	\$246,000.00
All Courts - Oneida County	Court Attendant Supervisor	\$36,000.00	\$19,000.00	1.00	\$55,000.00
All Courts - Oneida County	Court Attendant Full Time	\$24,000.00	\$8,454.55	22.00	\$714,000.10
Maximum Annual Contract Amount					\$1,825,000.10

*Average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in Section III(B) of the Agreement.

FRINGE BENEFITS

Fringe benefits pursuant to collective bargaining agreement for 2009 year. All applicable benefit categories must be listed below to be eligible for reimbursement.

Type	% of Salary (or Amount)
Retirement	9.07%
FICA	7.65%
Workers Compensation	2.50%
Uniform	434.00
Health Insurance	12,000 (avg)

MONTHLY LOG

_____ COURT IN _____ COUNTY/CITY
 FOR MONTH OF: _____ 20____

1	2	3	4	5
NAME OF EMPLOYEE	ANNUAL SALARY	HOURLY RATE	TOTAL HOURS WORKED	TOTAL COST COL. 3 X COL. 4
Total				

I hereby certify that the entries on this log sheet are accurate and a correct record of the security services provided to this Court during the month specified.

Date: _____ Contractor: _____

FOR ADMINISTRATIVE JUDGE'S USE ONLY

I have reviewed the foregoing and state that, to the best of my knowledge, the entries on this log sheet are an accurate record of the security services provided to the Court on a daily basis during the month specified.

Date: _____ Signature: _____

DAILY LOG HOURLY

COURT COUNTY/CITY

NAME OF EMPLOYEE: FOR MONTH OF:

Table with 8 columns: Date, Signature, Time In, Lunch Out, Lunch In, Signature, Time Out, No. of Hours. Includes summary rows for Hourly Rate, Total Hours, and Total Cost.

I hereby certify that the entries on this log sheet are accurate and a correct record of the security services provided to this Court during the month specified.

Date: Contractor:

I have reviewed the foregoing, and state that, to the best of my knowledge, the entries on this log sheet are an accurate record of the security services provided to the Court on a daily basis during the month specified.

Date: Contractor:

FOR ADMINISTRATIVE JUDGE'S USE ONLY

I have reviewed the foregoing, and state that to the best of my knowledge the entries on this log sheet are an accurate record of the security services provided to the Court on a daily basis during the month specified.

Date: District Office

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

FN 20 10 - 235

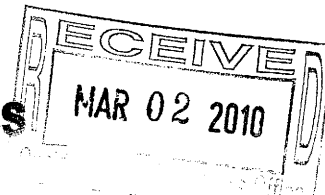
W. VERNON GRAY, III
Commissioner of Aviation

March 1, 2010

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

AIRPORT

WAYS & MEANS



Re: **HANGAR 782 LEASE – MIDAIR USA**

Dear Mr. Picente,

With the completion of the renovation of Hangar 782, and after conducting the Request for Proposal (RFP) process to solicit prospective tenants, it is recommended that the County lease Hangar 782 to MidAir USA for the operation of an aircraft Repair Station in accordance with Title 14, Code of Federal Regulations (CFR), Part 145.

It is requested that you submit to the Board of Legislators for approval the enclosed Commercial Hangar Use Agreement between the County and MidAir USA, effective as of March 1, 2010.

Sincerely,

W. Vernon Gray, III
Commissioner of Aviation

Encl: Five (5) copies of Lease

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

Anthony J. Picente, Jr.
County Executive

Date 5/10/10

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: MidAir USA, Inc.

Title of Activity or Service: **Tenant Lease**

Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:
Airport property lease to tenant of Hangar 782.

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

3) Program Design and Staffing Level:
N/A

Total Funding Requested: **N/A**

Oneida County Department Funding Recommendation: **N/A** Account # **A1781.2**

Proposed Funding Source: Federal **N/A** State **N/A** County **N/A**

Cost Per Client Served: **N/A**

Past Performance Data: **N/A**

Oneida County Department Staff Comments:

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200, Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

COMMERCIAL HANGAR & RAMP USE AGREEMENT

This COMMERCIAL HANGAR & RAMP USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 1st day of March, 2010, by and between the **County of Oneida**, herein referred to as "Landlord," a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, and **MidAir USA, Inc.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware with its principal place of business located at 72 MacDill St., Building 215, Griffiss International Airport, Rome, NY 13441, herein referred to as "Tenant."

In consideration of the mutual promises contained herein, the parties agree:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, Hangar No. 782 (hereafter referred to as the "Hangar"), located at the Griffiss International Airport (hereafter referred to as the "Airport"), and containing approximately 28,000 square feet of work and storage space. The Hangar shall be used by Tenant for the operation of an aircraft Repair Station in accordance with Title 14, Code of Federal Regulations (CFR), Part 145, for the performance of maintenance, preventive maintenance, or alterations of an aircraft, airframe, aircraft engine, propeller, appliance, or component part to which Part 43 applies. Said use shall be performed in compliance with applicable building and/or fire codes.

b. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, approximately 150,000 square feet of Ramp area, which shall be used for the parking and storage of aircraft.

2. Term.

a. The Term of this Agreement shall begin on March 1, 2010, and shall continue in effect for a period of two (2) years, unless this Agreement is sooner terminated under the provisions of this Agreement. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Term of this Lease for two (2) additional years (the "Renewal Term"). The Renewal Term shall be upon the same terms, conditions and provisions contained in this Lease. To be effective, Tenant must give Landlord written notice of its intent to exercise its option to renew this Lease at least three (3) months prior to the expiration of the initial Term of this Lease.

3. Rent.

a. For the use of the Hangar and Ramp, Tenant shall pay Landlord Rent in the amount of \$12,000 per month, said rent to include the cost of heating.

b. Such payments shall be made by the first day of each month to the "County of Oneida" at 592 Hangar Road, Suite 200, Rome, NY 13441.

4. Security Deposit.

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$10,000 as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "A", which is incorporated herein by reference.

6. Special Provisions.

a. The gas-fired, overhead radiant heating system shall be maintained at 55 degrees Fahrenheit, no higher or lower, during the heating season.

b. Tenant shall be granted a mutually agreed upon allowance in the first month's rent for the installation of additional electrical outlets in the Hangar.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

County of Oneida – LANDLORD

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

MidAir USA, Inc. – TENANT

BY: William V. Moore
William V. Moore
President

Approved as to form only:

Anthony J. Picente, Jr.
Oneida County Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

- 1. Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
- 2. Proration of Rent.** In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar and Ramp area was enjoyed by Tenant.
- 3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.
- 4. Security Deposit.** The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within fifteen (15) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.
- 5. Permitted Uses; Prohibited Uses.**

 - a. The Hangar and Ramp area shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.
 - b. In that the Hangar and Ramp area is located at the Griffiss International Airport, Tenant shall not use the Hangar and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar and Ramp area is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.
 - c. Tenant will not make or permit any use of the Hangar and/or Ramp area that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.
- 6. Ingress and Egress.** Tenant shall have reasonably necessary right of ingress and egress to the Hangar and Ramp area. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar and Ramp areas shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.
- 7. Utilities and Services.** Tenant shall be responsible for the costs and payments of all utilities and services, except heating, furnished to the Hangar. The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.

8. Casualty. In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

9. Insurance and Indemnification.

a. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, including Premises Operation and Hangar Keeper's Liability and Automobile Liability, with minimum coverage of \$10,000,000 per occurrence. The coverage shall include broad form contractual liability, and comprehensive general liability for bodily injury and property damage, and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's Rents and, upon not less than ten (10) days notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

10. Environmental Indemnity.

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, including but not limited to gasoline, on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage, and, if such environmental damage resulting from Tenant's use of the Hangar and/or Ramp area is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage and shall notify Landlord of such environmental damage within twenty-four (24) hours after Tenant's discovery of such environmental damage.

b. The environmental indemnification provisions of this paragraph shall survive the termination of the Lease.

11. Obligations of Landlord. Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Ramp area, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar and Ramp area. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

12. Obligations of Tenant.

a. Storage. The Hangar and Ramp area shall be used only as described in the Agreement.

b. Maintenance and Repair. Tenant shall maintain the Hangar and Ramp area in a neat and orderly condition, and shall keep the Hangar floor and Ramp area pavement clean and clear of oil, grease, or toxic chemicals. No hazardous or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.

c. Damage. Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar and/or Ramp area caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.

d. Tenant's Personal Property. All personal property placed or moved into the Hangar and Ramp area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport or of any other person whomsoever. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar and Ramp area is at Tenant's sole risk.

e. Compliance with Laws. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agency or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar and Ramp area, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' Rents, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire Extinguisher. Tenant shall maintain at all times, in the Hangar, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguisher suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. Surrender upon Termination. On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and Ramp area and shall remove aircraft and all other property therein, leaving the Hangar and Ramp area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar and Ramp area caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and Ramp area and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.

h. Compliance with All Resolutions, Rules, Regulations, and Standards. Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Hangar and Ramp area and any

rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

i. Signs. Tenant shall not erect or post any signs without the Landlord's written permission.

j. Covenant Not to Abandon. Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

k. Covenant Not to Vacate. Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of the Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

l. Covenant of Continuous Operations. The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

13. Nondiscrimination. Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar and Ramp area on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Hangar and Ramp area, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Hangar and Ramp area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and Ramp area and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49,

Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

14. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right to enter upon the Hangar and Ramp area and make improvements to or on the Hangar and Ramp area. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Hangar and/or Ramp area in other areas of the airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

15. Right of Access and Inspection.

a. Landlord will retain a key for access to the Hangar. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

16. Assurance Agreements. The Hangar and Ramp area is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements.

17. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar and/or Ramp area, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

18. Airspace. As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar and Ramp area, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar and Ramp area to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar and Ramp area which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

19. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar and Ramp area in accordance with the Agreement.

20. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. Tenant shall not sub-agreement or sub-lease the Hangar and Ramp area or assign the Agreement without prior written approval of Landlord. The parking and storage of aircraft not owned or leased by Tenant in the Hangar and/or Ramp area shall constitute a sub-agreement. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

21. Condition of Premises. Tenant shall accept, and has accepted, the Hangar and Ramp area in its present condition, AS IS, without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about the Hangar.

22. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

23. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar or on the Ramp area to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

24. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under the Agreement:

- a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days;
- b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within twenty (20) days after written notice of the default from Landlord is delivered to Tenant;
- c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

25. Remedies on Default by Tenant. In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without any notice or demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and Ramp area and to remove the aircraft and any other property of Tenant from the Hangar and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar and/or Ramp area, and loss of Rent through the inability to re-let the Hangar and/or Ramp area.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

26. Waiver of Breach. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

27. Surrender at End of Lease. Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in good condition in all respects.

28. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for 60 days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of the Agreement.

29. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

30. Miscellaneous Provisions.

a. Successors Bound. The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

d. Judicial Interpretation. If any provision of the Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of the Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of the Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. Severability. In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

f. Joint Obligations. If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

g. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar and Ramp area shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

i. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. Subordination. Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under the Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or to comply with the requirements of any grant for funding that may be sought by Landlord.

k. Time is of the Essence. The parties agree that time is of the essence in performance of the Agreement. Any time the Agreement references a number of days for any action, it shall be calendar days, not business days.

l. Relationship of Parties. Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

m. Attorneys' Rents. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' Rents and court costs from the losing party.

n. Material Breach. The failure of Tenant to comply with any Terms or Conditions of the Agreement, or of this Exhibit "A" to Agreement, shall be considered a material breach of the Agreement.

o. Recording. The Agreement shall not be recorded in the public records.

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

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



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

April 19, 2010

FN 20 10 - 236

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

**ECONOMIC DEVELOPMENT
& TOURISM**
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY 11 PM 12:00

Dear County Executive Picente:

In April 2005, Oneida County joined the Central New York Transportation Authority (CNYRTA), which ultimately assumed all operations of the Utica Transit Authority (UTA) and the Rome VIP Transportation.

As required by state law, an annual local match to the State Transportation Operating Assistance in the amount of \$515,153.80 is paid to CNYRTA by the county. The county entered into five year agreements with the cities of Rome and Utica, and the towns of New Hartford, Whitestown and Kirkland to reimburse the county for the local match based on the historic local share each had previously paid for many years. These agreements were negotiated under the previous administration under the premise of holding the municipalities harmless from any additional cost while maintaining the existing transit service.

Centro of Oneida has done an outstanding job by upgrading the fleet of buses and increasing the ridership at no additional cost to the municipalities. All have benefited greatly by the Centro takeover of the two transit systems which were in financial trouble and in danger of going out of business.

On December 31, 2009, the current five year agreements between the municipalities and the county for local share reimbursements to the county are set to expire.

I propose that the municipalities continue to pay their current local contribution to the county for another five years. These are the amounts each municipality would be paying now had they continued under the previous transit operations. The hold harmless approach agreed to five years ago is still valid and its continuation for another five years will result in continued public transit service for all at no significant additional cost for a total of ten years.

Attached is the new five year agreement for the City of Utica in the annual amount of \$228,000.00 for the period of January 1, 2010 through December 31, 2014, for consideration by the Board of Legislators.

If you have any questions, I would be happy to meet with you to discuss the agreement.

Sincerely,

John R. Kent Jr.
John R. Kent Jr.
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Date 5/7/10

130

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: City of Utica

Title of Activity or Service: This agreement is between Oneida County of the City of Utica with the intension to provide affordable bus transportation to its citizens by the means of scheduled payments over the next five years to the County and the County subsequently paying Central New York Regional Transportation Authority (CNYRTA) as the local match to State and Federal Operating Funds for its transit operations to continue the bus transportation for the City of Utica.

Proposed Dates of Operations: Effective upon acceptance and signature of County Executive through December 31, 2014.

Client Population/Number to be Served: N/A

SUMMARY STATEMENTS

1) Narrative Description of Proposed Services:

- a. The City agrees to pay over to the County the sum of Two Hundred Twenty Eight Thousand and 00/100 Dollars (\$228,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014. This sum shall represent and be in payment of the equivalent of the City's percentage of the local funding match to the State and Federal Operating Funding allowed for the operation of CNYRTA and required to be paid to CNYRTA by the County.
- b. After receipt of such funds by the County, the County agrees to deposit such funds and pay over to CNYRTA, on behalf of the City of Utica, the sum of Two Hundred and Twenty Eight Thousand and 00/100 Dollars (\$228,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014.
- c. The monies paid over by the City to the County and subsequently paid over by the County to CNYRTA, pursuant to this agreement, shall be for the continued provision of bus transportation services to the citizens of the City of Utica.
- d. The term of this agreement shall be from January 1, 2010 until December 31, 2014, unless otherwise agreed to by the parties in writing.
- e. The City agrees to make such payment to the County no later than February 1st of each year of this agreement.

2) Program/Service Objectives and Outcomes N/A

3) Program Design and Staffing Level N/A

Total Funding Requested: None

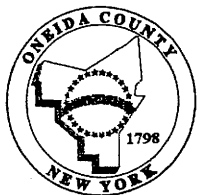
Oneida County Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments: None



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX: (315) 798-2390
www.ocgov.net

October 13, 2009

Honorable David R. Roefaro
Mayor
City of Utica
City Hall
1 Kennedy Plaza
Utica, NY 13502

Dear Mayor Roefaro:

In April 2005, Oneida County joined the Central New York Regional Transportation Authority (CNYRTA), which ultimately assumed all operations of the Utica Transit Authority (UTA) and the Rome VIP Transportation.

As required by state law, an annual local match to the State Transportation Operating Assistance in the amount of \$515,000 is paid to CNYRTA by the county. The county entered into five year agreements with the cities of Rome and Utica, and the towns of New Hartford, Whitestown and Kirkland to reimburse the county for the local match based on the historic local share each had previously paid for many years. These agreements were negotiated under the previous administration under the premise of holding the municipalities harmless from any additional cost while maintaining the existing transit service.

Centro of Oneida has done an outstanding job by upgrading the fleet of buses and increasing the ridership at no additional cost to the municipalities. All have benefited greatly by the Centro takeover of the two transit systems which were in financial trouble and in danger of going out of business.

On December 31, 2009, the current five year agreements between the municipalities and the county for local share reimbursements to the county are set to expire.

I propose that the municipalities continue to pay their current local contribution to the county at the agreed upon amounts for another five years. These are the amounts each municipality would be paying now had they continued under the previous transit operations. The hold harmless

approach agreed to five years ago is still valid and its continuation for another five years will result in continued public transit service for all at no additional cost for a total of ten years.

Attached is the new five year agreement for the period January 1, 2010 through December 31, 202014 for consideration by your board.

If you have any questions, I would be happy to meet with you to discuss the agreements.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony J. Picente Jr.", written in a cursive style.

Anthony J. Picente Jr.
Oneida County Executive

INTERMUNICIPAL AGREEMENT

This agreement made this day of , 2009, by and between the **County of Oneida**, a municipal corporation with offices at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**County**" and the **City of Utica**, a municipal corporation with offices at City Hall, 1 Kennedy Plaza, Utica, New York, 13502, hereinafter referred to as "**City**".

WITNESSETH

WHEREAS, it is the intention of the County and the City to continue to provide affordable bus transportation to its citizens by means of the County joining the Central New York Regional Transportation Authority, hereinafter "CNYRTA", and

WHEREAS, there are certain monies required to be paid to CNYRTA as a local match to State and Federal Operating Funds for its transit operations, and

WHEREAS, the City wishes to enter into an agreement with the County as to the payment of such local share so that bus transportation in the City remains in place, and

WHEREAS, the County is the municipal entity permitted to join the CNYRTA system pursuant to the "Central New York Regional Transportation Act",

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the City agree as follows:

1. The City agrees to pay over to the County the sum of Two Hundred Twenty Eight Thousand and 00/100 Dollars (\$228,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014. This sum shall represent and be in payment of the equivalent of the City's percentage of the local funding match to the State and Federal Operating Funding allowed for the operation of CNYRTA and required to be paid to NYCRTA by the County.
2. After receipt of such funds by the County, the County agrees to deposit such funds and pay over to CNYRTA, on behalf of the City of Utica, the sum of Two Hundred Twenty Eight Thousand and 00/100 Dollars (\$228,000.00) each year for the years 2010, 2011, 2012, 2013 and 2014.
3. The monies paid over by the City to the County and subsequently paid over by the County to CNYRTA, pursuant to this agreement, shall be for the continued provision of bus transportation services to the citizens of the City of Utica.
4. The term of this agreement shall be from January 1, 2010 until December 31, 2014, unless otherwise agreed to by the parties in writing.

5. The City agrees to make such payment to the County no later than February 1st of each year of this agreement.

IN WITNESS WHEREOF, the County and the City have, through their designated representatives, signed this agreement on the day and year first above written.

COUNTY OF ONEIDA

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

CITY OF UTICA

By: David R. Roefaro
David R. Roefaro
Mayor

Approved as to form only

S. J. Picente, Jr.
Oneida County Attorney's Office

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

April 22, 2010

FN 20 10 - 237

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

HUMAN RESOURCES

WAYS & MEANS

2010 MAY 11 PM 12:03
ONEIDA COUNTY LEGISLATURE
RECEIVED

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services for Oneida County.

The House of Good Shepherd has provided this service for the Department of Social Services for several years. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The program's total budget for 2010-2011 is \$ 827,922 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51 % in the amount of \$ 422,240.22.

I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 5/12/10

4/22/10
12902

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: The House of the Good Shepherd
1550 Champlin Avenue
Utica, New York

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: July 5, 2010 through July 4, 2011

Client Population/Number to be Served: Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The non-secure detention program will establish 8 beds for youth in need of Detention Services. The Contractor will operate a co-ed 8 bed non-secure facility located at 1606 Sunset Avenue.

2). Program/Service Objectives and Outcomes -

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

3). Program Design and Staffing Level - A co-ed Non-Secure facility 24 hour supervision and care. Staffing level:

- 7 Full Time Child Care Workers
- 2 Part Time Child Care Workers
- 2 Full Time Shift Supervisors
- 1 Full Time Senior Child Care Worker
- 1 Full Time Program Manager
- 2 Full Time Relief Child Care Worker
- 62 % Case Worker
- 20 % Service Coordinator
- 5 % Assoc. Exec. Dir. For Community Services
- 10 % Secretary
- 4% Accountant
- 1 Part-time Summer Teacher
- 3 Part-time Nurse/ Nurse Practitioner
- 1 Part-time Cook

Total Funding Requested: \$ 827,922

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

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

State	49 %	\$ 405,681.78
County	51 %	\$ 422,240.22

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1990 and is satisfied with their service. The average cost per available day is \$ 283.53. The budget for the year July 5, 2009 through July 4, 2010 was \$ 785,275.

O.C. Department Staff Comments: The costs of other non-secure detention facilities that the Department of Social Services utilizes have higher rates than the daily rates of this contract. Example: Children's Home of Jefferson County current daily rate is \$298.50.

PURCHASE OF SERVICES AGREEMENT BETWEEN
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

THE HOUSE OF GOOD SHEPHERD

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and The House of The Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Oneida County Department of Social Services has responsibility for care and custody of Persons in Need of Supervision and Juvenile Delinquents immediately prior to and during judicial proceedings in relation to such persons; and

WHEREAS, the Department desires to obtain an operational Non-Secure Detention program and related services for such persons; and,

WHEREAS, the Department desires to have the program implemented in their facility at 1606 Sunset Ave, Utica, New York and,

WHEREAS, the Agency desires to conduct this Program on behalf of the County, and the County is willing to retain the Agency to provide such Program; and,

WHEREAS, the New York State Office of Children and Family Services has and will certify said Program; and,

WHEREAS, the Department and the Contractor each desire to enter into an agreement for such Program on the terms and conditions set forth.

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

1. The Contractor will provide Non-secure Detention Services through a group care approach to the County of Oneida for the period of July 5, 2010 through July 4, 2011.

2. The Contractor's Non-secure Detention program will establish
The House of the Good Shepherd
Non-Secure Detention

12902

July 5, 2010-July 4, 2011

140

8 beds for youth in need of Detention Services from Oneida County. The Contractor will operate a co-ed 8 bed Non-Secure facility from the Sunset Ave., Location.

3. Non-Secure Detention, its operations, rules and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this contract would be established and implemented in accordance with all laws, rules and regulations relating to the operations of Non-secure Detention facilities.

The Contractor represents that it is familiar with and has a copy of all rules and regulations of the New York State Department of Social Services and the New York State Office of Children and Family Services pertaining to Contractor Shelters and Foster Boarding Homes as well as the operation of non-secure Family Foster Care. The Contractor agrees to comply with all such rules and regulations required by the New York State Department of Social Services and the New York State Office of Children and Family Services, including all amendments and additions thereto.

The Contractor agrees to comply and represents that the program complies with all Federal, State and Local laws, rules, regulations and ordinances including but not limited to the Labor Law, Workers Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

The service will be available to those youth meeting the criteria for detention under Section 739 of the Family Court Act, with regard to alleged Persons in Need of Supervision and alleged Juvenile Delinquents.

4. All youth admitted:

- (1) Must be accompanied by a Family Court Remand; or
- (2) Must be accompanied by a P.I.N.S. Warrant; or
- (3) Must be accompanied by a J.D. warrant; or
- (4) Must be placed by a Peace Officer, who is authorized to take a child who has run away from home, or who, in the reasonable opinion of the officer, appears to have run away from home. The facility receiving a child shall inform a parent or other person responsible for such child's care and the Family Court of its action.
- (5) If a Peace Officer places a child in the Non-Secure Detention Facility at times when the Family Court is in session, a hearing must be held within 72 hours of the time detention commenced, or the next day the Court is in session, whichever is sooner.

5. Each youth in Non-secure Detention shall receive basic care and maintenance. Beyond the basic care and maintenance provided, each youth will receive 24 hour supervision. Each youth will be provided educational services by the Contractor and as agreed by the Department.

6. Each youth will receive recreational/social development services on a regularly scheduled basis from the Contractor's Child Care Workers.

7. For any youth in detention more than 72 hours; the youth will also receive a medical examination (not including psychological nor psychiatric services) and any necessary emergency medical care while in detention. The Department will make payment for all medical expenses through Medicaid if the child is eligible, or the expense will be paid and included in the reimbursements claim to the NYSOCFS.

8. The transportation of youth to and from the Department will be the responsibility of the Contractor. Oneida County Sheriff's Department and the Department have an agreement for transportation to the Detention Facility. In the event that the Sheriffs Department cannot transport to the facility, the Department will contact the Contractor to request their assistance. The Contractor will make every effort to respond to this need as soon as possible. All transportation for medical and other appointments pertaining to the youth's in Non-secure Detention will be assumed by the Contractor's Program Staff.

9. Twenty-four (24) hour intake and on-call duties for the program will be assumed by the Contractor's staff. Crisis intervention, admissions and related duties will be the responsibility of the Contractor staff. In the case of a youth absconding from the non-secure detention program, the following procedures will be followed:

1. A missing persons report will be filed with the local authorities.
2. Parents will be notified immediately.
3. The Placing Contractor will be notified within 24 hours.
4. It is the Department's and/or parent's responsibility to retrieve personal belongings, (i.e., clothing).

10. The Contractor agrees to appropriately train and supervise all Detention Services Staff.

11. The Contractor agrees to keep accurate records for each child placed in detention. All information contained in the Contractor's files shall be held confidential by the Contractor and the county

pursuant to the applicable provisions of the Social Service Law and the Law of the Family Court of the State of New York and the New York State Division of Probation Rules and Regulations.

12. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

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

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

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

13. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain,

transmit, and access, protected health information electronically;

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health

information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

15. For the non-secure detention program provided by the Contractor, the County shall pay the Contractor, as billed monthly, not to exceed an annual total of \$ 785,275.00 as per the attached budget. The Department will make payments to the

Contractor on a monthly basis upon presentation of a County voucher with such verification of incurred expenses for that month and any other verifications as requested by the Department. This figure includes board bills, initial medical services and program services, including casework, education and recreation. Any expenses incurred due to severe medical problems or the need to provide extensive clothing will be the responsibility of the County and will be included in the claims to NYSOCFS. All beds are reserved by the County. The County may contract with other counties at a per diem rate, per child; Criteria established with N.Y.S Office of Children and Family Services approval for placement under said contracts shall be the same as for placements from the Department. In the absence of a contract, the Department may agree to have another county utilize the facility dependent on the availability of beds at a per diem rate per child, established with N.Y.S. Office of Children and Family Services approval.

16. The Contractor agrees to maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

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

17. The Contractor agrees that the equipment purchased under this Contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the Contract.

18. The Contractor agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Department, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor of third parties under the direction or control of the Contractor; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto

Notwithstanding the foregoing, Contractor shall not be responsible under the terms of this Section 13 to the party indemnified hereunder for any claims, costs, expenses, damages and liabilities whatsoever occasioned by the negligent acts or willful

misconduct of the State, Department of Social Services or Contracting Party (County).

19. The Contractor may not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the County.

20. This Agreement shall become effective on the fifth day of July 2009 and shall run for a period of 1 year. This Agreement can be renegotiated at any time by thirty days notice in writing by either party to the other. Such notice of renegotiation shall be given either personally or by certified or registered mail, return receipt requested. In this event, all obligations of both parties under this Agreement, with the exceptions of amounts due and owing from the county to the Contractor for services previously rendered, shall be modified at the end of thirty days from the date of notice of such modification, provided both parties agree in writing to any modifications.

This Agreement can be terminated with a 30 day written notice by either party.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Date: _____
Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

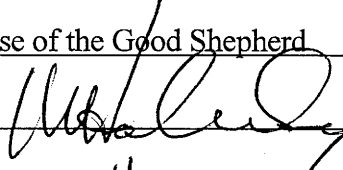
Approved as to Form _____
Oneida County Attorney

Date: _____
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 7/21/10

Agency: The House of the Good Shepherd

Authorized Signature: 

Print Authorized Name: WILLIAM HOLICKY

Title: EXECUTIVE DIRECTOR

House of the Good Shepherd
Non-Secure Detention
July 5, 2010 – July 4, 2011

Expenses:

Salaries	\$ 495,190
Fringe Benefits	\$ 130,131
Personal Service Contracts	\$ <u>2,084</u>

Total Personal Services \$ **627,405**

Admin & Overhead	\$ 86,947
Rent/Lease	\$ 7,586
Supplies	\$ 15,182
Postage/Shipping	\$ 489
Travel/Conference	\$ 2,334
Telephone/Utilities	\$ 14,499
Printing	\$ 0
Insurance	\$ 8,859
Award/Grants	\$ 0
Membership Dues	\$ 1,318
Professional Fees	\$ 0
Volunteer Stipend	\$ 0
Facility Repairs	\$ 8,486
Miscellaneous	\$ <u>51,275</u>

Total General Operating \$ **196,975**

Equipment Purchase/Rental	\$ 465
Equipment Maintenance	\$ <u>3,077</u>

Total Equipment Cost \$ **3,542**

Capital Projects	\$ <u>0</u>
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TOTAL EXPENSES \$ **827,922**

Miscellaneous Expense Breakdown
July 5, 2010 through July 4, 2011

Miscellaneous Expenses:

Depreciation	\$ 8,851
Transportation & Wkrs Exp	\$ 3,658
Allowances – Parent	\$ 1,200
Activities – Children	\$ 1,499
POS	\$ 3,513
Food	\$ 28,000
Clothing	\$ 800
Interest	\$ 540
Administrative Expense	\$ 1,288
Books & Subscriptions	\$ 237
Personnel Adv & Publicity	\$ 212
Data Processing	\$ 1,477
Total Miscellaneous Expense	\$ 51,275

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

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

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

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

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

1606 SUNSET AVENUE

UTICA, NEW YORK 13502

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

THE HOUSE OF THE GOOD SHEPHERD

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

WILLIAM HOLICKY, EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

4/21/10

153

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
E-Mail: labor@ocgov.net

May 10, 2010

Anthony J. Picente Jr
800 Park Avenue
Utica New York 13501

FN 20 10 - 238

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY 11 PM 2:28

**PUBLIC SAFETY
WAYS & MEANS**

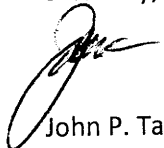
Dear Tony,

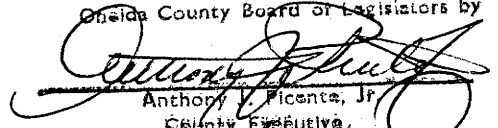
I am writing to request approval for two different actions related to the assumption of emergency call taking and dispatching functions by the County of Oneida for all geographical areas located in both the City of Utica and the Town of New Hartford. Both actions are related to the future employment by the County of Oneida of employees who are currently employed by the Town of New Hartford.

- 1) The Board of Legislators needs to adopt a "law, rule, order or other action" directing the transfer of the emergency call taking and dispatching functions within the Town of New Hartford from the Town of New Hartford to the County of Oneida, pursuant to Civil Service Law Section 70(2). A similar action must also be taken by the Town Board of the Town of New Hartford. These actions will allow the employees currently employed by the Town of New Hartford to be transferred to employment with the County of Oneida and retain their civil service classifications and status, without need for further examination or qualification.
- 2) The Board of Legislators needs to give legislative approval to a Memorandum of Agreement between the County of Oneida and the Oneida County Police Benevolent Association, Inc. This Memorandum of Agreement states that the starting salary of any transferred employees will be determined by placing the employees on the relevant salary schedule based on their years of service with Town of New Hartford. It also states that any transferred employees will receive ten (10) vacations days during their first and second years of employment with the County. A copy of the Memorandum of Agreement, as approved and signed by the Oneida County Police Benevolent Association, Inc., is enclosed with this letter.

I believe each of the above measures is necessary in order to encourage the experienced employees from the Town of New Hartford to transfer to employment with the County of Oneida. The transfer of experienced employees will be an essential part of a successful transition and consolidation, as it will allow the County to avoid costly and time-consuming training of new employees.

Sincerely,


John P. Talerico
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5/11/10

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Oneida Co. Department: _____

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Police Benevolent Assoc.

Title of Activity or Service: Memorandum of Understanding between New Hartford and Oneida County Emergency Services Dispatch centers.

Proposed Dates of Operation: 1/1/2007 to 12/10/2010

Client Population/Number to be served: All residents of Oneida County

Summary Statements

1. Narrative Description of Proposed Services

This Memorandum of Understanding (MOU) will amend the current MOU to allow for the transfer of Town of New Hartford employees in the New Hartford dispatch center to the Oneida County 911 Emergency Dispatch center. This consolidation of emergency centers is intended to preserve staff positions, titles and salaries under the current Oneida County MOU. No other changes are being made to the previous MOU at this time.

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

3. Program Design/Staffing: N/A

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

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal/State/County) N/A

Cost per Client Served: N/A

Past Performance Data: N/A

OC Department Staff Comments:

MEMORANDUM OF AGREEMENT

By and between

THE COUNTY OF ONEIDA

and

**ONEIDA COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.**

WHEREAS, the County of Oneida (the "County") and the Oneida County Police Benevolent Association, Inc. (the "Union") are signatories to a collective bargaining agreement (the "Agreement") for the period of January 1, 2007 to December 10, 2010; and

WHEREAS, the County employs individuals who hold the titles of Public Safety Telecommunicator, Senior Public Safety Telecommunicator and Supervising Public Safety Telecommunicator (the "Relevant Titles"), and said individuals are represented by Union in regards to their terms and conditions of employment; and

WHEREAS, the County is in negotiations with the Town of New Hartford to assume all emergency call taking and dispatching functions within the Town of New Hartford; and

WHEREAS, if the County does so assume the emergency call taking and dispatching functions from the Town of New Hartford, it will need to comply with New York Civil Service Law Section 70(2) in regard to the transfers of employees currently employed by the Town of New Hartford who are substantially engaged in the emergency call taking and dispatching functions; and

WHEREAS, any transferred employees will also be represented by Union in regards to their terms and conditions of employment and will be subject to the Agreement; and

WHEREAS, if any of the New Hartford Employees is transferred to the County, the parties are desirous of recognizing their experience and years of service with the Town of New Hartford now, therefore,

BE IT RESOLVED, as a negotiated Memorandum of Agreement, the parties hereto agree as follows:

1. If one or more of the New Hartford Employees transfers to a new position in the Relevant Titles, the starting salary of each New Hartford Employee shall be determined by placing the employee on the 2010 D Salary Schedule, as set forth in Appendix B to the Agreement, based on their years of full time service with the Town of New Hartford. For example, if an employee had ten (10) years of full time service in one of the Relevant Titles with the Town of New Hartford, said employee shall be placed on the step of the 2010 D Salary schedule as if said employee had ten (10) years of full time service in the same Relevant Title with the County.

2. The parties recognize that at least one New Hartford employee worked in a Relevant Title for a period of time for the County of Oneida, and then worked in a Relevant Title for the Town of New Hartford. If said employee transfers to a new position in a Relevant Title, said employee shall be placed on the 2010 D Salary Schedule based on the combined sum of his years of service with the Town of New Hartford and his prior years of service with the County of Oneida.
3. No New Hartford employee shall be given a starting salary higher than Step 14 on the 2010 D Salary Schedule.
4. If one or more of the New Hartford Employees transfers to a new position in the Relevant Titles, the vacation schedule set forth in Section 12.2 of the Agreement shall be modified so that each New Hartford employee shall receive ten (10) days of vacation during their first year of employment and ten (10) days of vacation during their second year of employment, to be accrued on a monthly pro-rated basis by the method set forth in the Oneida County Personnel Rules. After the employee's second anniversary date, the employee will accrue vacation pursuant to the vacation schedule set forth in Section 12.2 of the Agreement.
5. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that they knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.
6. This Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
7. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
8. The parties acknowledge that no representation, promise, inducement, or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.
9. This Memorandum of Agreement may not be modified except by a writing signed by all parties.
10. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.

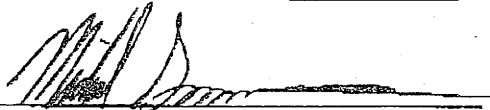
11. Except herein expressly agreed, the terms and provisions of the collective bargaining agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.

County of Oneida

Date

By: _____



5-4-10

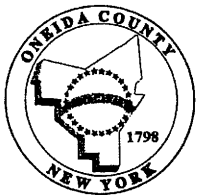
Oneida County Police
Benevolent Associations, Inc.

Date

By: Michael Simmonds

Approved As To Form
ONEIDA COUNTY ATTORNEY

By: _____



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
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May 11, 2010

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

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Honorable Members:

PUBLIC SAFETY

WAYS & MEANS

I am respectfully requesting board action on the following three items:

1. The position of Director of Emergency Services is currently at a salary level that is well below what is deserved for many tasks and qualifications required for the position. In order to acquire and maintain a qualified Director, I am respectfully requesting an upgrade in the salary to Grade H46 (\$64,016).
2. I am respectfully requesting appointment of Kevin Revere to the position of Director of Emergency Services at a level of Grade H46, Step 3 (\$69,407) to be confirmed by the Board of Legislators pursuant to Article III, Section 309. Through an extensive interview process, Mr. Revere rose to the top of all the applicants as the most qualified and capable for this position. I believe he is the best choice for this position and that hiring Mr. Revere will greatly benefit our Emergency Services Department.
3. Changes in department heads always give the benefit of looking at the overall department to make any changes or improvements. In the case of the Emergency services Department, it has been recognized that the deputy director position is also in need of an upgrade. The challenges and duties that make up the position deserve greater compensation. Therefore, I respectfully request an upgrade of the Deputy Director of Emergency Services position to M39 (\$49,791).

I thank you for your attention to these matters.

Sincerely,

Anthony J. Picente Jr.
Oneida County Executive

Cc: Kevin Revere
Gerald Pederson

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