



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

COMMUNICATIONS FOR DISTRIBUTION MARCH 30, 2011

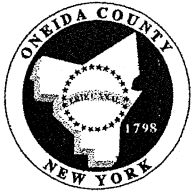
(Correspondence relating to upcoming legislation, appointments, petitions, etc)

Patricia A. Hudak
Minority Leader

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www.ocgov.net



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

March 24, 2011

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

Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive

Date: 3/25/11 FN 20 11 - 113

Re: Environmental Facilities Corporation Financing Phase 1 and 2A, Consent Order Sewer Repairs, HG 447 and HG 448 Intermunicipal Agreement Allowing Access to Infrastructure

PUBLIC WORKS

Dear County Executive Picente:

WAYS & MEANS

As you know, Department staff and its consultants have been working to produce all the documents necessary to allow the Environmental Facilities Corporation (EFC) to finance phases 1 and 2A associated with sewer investigations and repairs under the NYSDEC consent order dated July 11, 2007. The final document EFC needs to allow the financing to go forward is an infrastructure access agreement.

EFC requires that they and NYSDEC have access rights to any project they fund. In Phase 1 and 2A, work will be done on County infrastructure as well as the sewer infrastructure of the nine (9) municipalities tributary to the Sauquoit Creek Pumping Station. To allow the required access, an intermunicipal agreement had to be drafted between the County and the affected municipalities. That agreement is attached for consideration by you and the Board of Legislators.

This agreement has been approved by EFC and the nine (9) municipalities referenced in the document. In order for financing to proceed, it now needs to be approved by the County and forwarded to EFC.

If possible, I would request the Board act on this at their March 30th meeting. I apologize for the short notice but it is imperative that EFC receive this document as soon as possible so that project financing can proceed. Financing needs to be in place for work to commence. Work needs to proceed as soon as possible to keep the project schedule the County proposed to DEC.

I am available to meet with you or the Board at your convenience to discuss this request and explain this item in more detail.

Thank you for your consideration in this matter.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature of Steven P. Devan]

Steven P. Devan, P.E. Commissioner

Oneida Co. Department: WQ&WPC

Competing Proposal N/A
Only Respondent N/A
Sole Source RFP N/A

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County, Clayville, Paris, Town of New Hartford, Village of New Hartford, Whitestown, New York Mills, Yorkville, Whitesboro, Oriskany.

Title of Activity or Service: Intermunicipal agreement granting EFC and DEC access to sewer infrastructure of above municipalities.

Proposed Dates of Operation: Agreement would be good through the life of the bonds, normally 30 years.

Client Population/Number to be Served: Oneida County Sewer District/ approximately 110,000 people.

Summary Statements

1) Narrative Description of Proposed Services: The agreement between the above municipalities and the County of Oneida to allow EFC and DEC access to their respective sewer infrastructure.

2) Program/Service Objectives and Outcomes: Allow DEC and EFC access to any infrastructure that they are funding repairs to.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0 **Account #:** N/A

Oneida County Dept. Funding Recommendation: This agreement has no dollars associated with it. Funding for the projects it applies to will be through EFC bonding and will be tracked with capital projects HG447 and HG448

Proposed Funding Sources (Federal \$/ State \$/County \$): Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

Cost Per Client Served: Varies by municipality.

Past Performance Data: N/A

O.C. Department Staff Comments: The Intermunicipal Agreement must be executed in order for EFC to fund the project.

Intermunicipal Agreement

THIS AGREEMENT, made this day of , 201 , by and between the County of Oneida, a municipal corporation of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (the "County"), the Town of New Hartford, a municipal corporation of the State of New York, with its principal place of business at 48 Genesee Street, New Hartford, New York 13413 (the "Town of New Hartford"), the Town of Paris, a municipal corporation of the State of New York, with its principal place of business at 2580 Sulphur Springs Road, Sauquoit, New York 13456 ("Paris"), the Town of Whitestown, a municipal corporation of the State of New York, with its principal place of business at 8539 Clark Mills Road, Whitesboro, New York 13492 ("Whitestown"), the Village of Clayville, a municipal corporation of the State of New York, with its principal place of business at 2505 Foundry Road, Clayville, New York 13322 ("Clayville"), the Village of New Hartford, a municipal corporation of the State of New York, with its principal place of business at 48 Genesee Street, New Hartford, New York 13413 (the "Village of New Hartford"), the Village of New York Mills, a municipal corporation of the State of New York, with its principal place of business at 1 Maple Street, New York Mills, New York 13417 ("New York Mills"), the Village of Oriskany, a municipal corporation of the State of New York, with its principal place of business at 708 Utica Street, Oriskany, New York 13424 ("Oriskany"), the Village of Whitesboro, a municipal corporation of the State of New York, with its principal place of business at 10 Moseley Street, Whitesboro, New York 13492 ("Whitesboro"), and the Village of Yorkville, a municipal corporation of the State of New York, with its principal place of business at 30 Sixth Street, Yorkville, New York 13495 ("Yorkville").

WHEREAS, the pursuant to Article 5-A of the County Law of the State of New York, the County formed a sewer district which is responsible for the operation and maintenance of a sewage treatment plant and interceptor infrastructure which receives and conveys sewage collected and conveyed by municipal sewage systems tributary to the county sewer district (the "Sewer District"); and

WHEREAS, the Sewer District interceptor infrastructure includes pump stations and interceptor sewers which convey sanitary wastewater to the Sewer District's treatment plant (the "Treatment Plant"); and

WHEREAS, the pump station which serves the southern and western part of the Sewer District is the Sauquoit Creek Pump Station; and

WHEREAS, the Town of New Hartford, Paris, Whitestown, Clayville, the Village of New Hartford, New York Mills, Oriskany, Whitesboro and Yorkville own and operate sewage collection and conveyance systems within their respective towns and villages; and

WHEREAS, the sewage collection and conveyance systems in Paris, Whitestown, Clayville, the Village of New Hartford, New York Mills, Oriskany, Whitesboro, Yorkville and parts of the Town of New Hartford all connect to the Sewer District interceptor infrastructure and, ultimately, via the Sauquoit Creek Pump Station, to the Treatment Plant; and

WHEREAS, during wet weather events, storm water entering the collection and conveyance systems through inflow and infiltration causes the Sauquoit Creek Pump Station to overflow; and

WHEREAS, subsequent to the commencement of an enforcement action brought by the New York State Department of Environmental Conservation (the "DEC") to eliminate overflows at the Sauquoit Creek Pump Station, the County entered into a Consent Order with the DEC in July, 2007 (the "Consent Order"); and

WHEREAS, the Town of New Hartford, Paris, Whitestown, Clayville, the Village of New Hartford, New York Mills, Oriskany, Whitesboro and Yorkville as the owners and operators of their respective collection and conveyance systems tributary to the Sauquoit Creek Pump Station (the "Constituent Municipalities") have resolved with the Sewer District to commence a plan of study and repair of collection and conveyance systems tributary to the Sauquoit Creek Pump Station; and

WHEREAS, preliminary results of the investigation of the collection and conveyance systems of the Constituent Municipalities have demonstrated the necessity of repair to parts of each of the Constituent Municipalities' collection and conveyance systems; and

WHEREAS, an initial plan of repairs to elements of the collection and conveyance systems has been prepared by the consulting engineers retained by the County and is set forth in Engineering Reports Phase 1 – Manhole Rehabilitation and Phase 2A – Sanitary Sewer Rehabilitation; and

WHEREAS, cost estimates for the work proposed in Phases 1 and 2A are \$5,300,000 and \$20,500,000, respectively; and

WHEREAS, the Constituent Municipalities have resolved to endorse the Sewer District's financing of the cost of the work in Phases 1 and 2A which is to be financed through the New York State Environmental Facilities Corporation (the "EFC") and paid for by a surcharge on the users of the Sewer District within the Constituent Municipalities; and

WHEREAS, in the event such financing is secured, the EFC requires as a condition of the financing that the rights of access set forth hereinafter be secured from each of the municipalities in which the work in Phases 1 and 2A is performed with the

use of EFC financing; and

WHEREAS, the parties hereto have each separately authorized the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, it is agreed;

1. The County shall borrow that amount necessary to fund the work set forth in Phase 1 and Phase 2A of those Engineering Reports prepared by its consulting engineers, Shumaker Consulting Engineering & Land Surveying, P.C.

2. The County shall utilize the funds borrowed from the EFC to commence and perform repairs and improvements to the Sewer District infrastructure identified by its consulting engineers and approved by the DEC. The County, through its consulting engineers shall utilize the remainder of the funds borrowed from the EFC to commence and perform the work set forth in Phase 1 and Phase 2A in those sections of the Constituent Municipalities' collection and conveyance systems. The Constituent Municipalities shall retain ownership of the collection and conveyance system infrastructure and ownership of the collection and conveyance system infrastructure shall not be affected by the terms of this Agreement nor the expenditure of funds by the Sewer District nor the completion of the work set forth in Phase 1 or Phase 2A. The Constituent Municipalities further acknowledge and agree to comply with Section 17-1909.4.h (ii) and (vii) of the State Environmental Conservation Law for so long as any bonds or notes issued by the County to the EFC remain outstanding. Completion of the work set forth in Phase 1 and Phase 2A shall not obligate the Sewer District to perform any future study, borrowing or work on the Constituent Municipalities' collection and conveyance systems.

3. Each of the Constituent Municipalities separately and unconditionally grants the County and/or the Sewer District an unlimited right of access to their collection and conveyance systems, including rights to gain access to the collection and conveyance systems across their property as well as a temporary and non-exclusive assignment and/or delegation of any easement, right of way or other right to enter upon or across the property of another that the municipality possesses which is required to perform the work set forth in Phase 1 and Phase 2A.

4. The Sewer District and the Constituent Municipalities each shall: (i) permit DEC, the State Comptroller, and the EFC, or their authorized representatives to review or audit all records relative to Phase 1 and Phase 2A; (ii) produce or cause to be produced all records relating to any work performed for examination at such times as may be designated by any of them or their authorized representatives.

5. The Sewer District and the Constituent Municipalities each shall permit representatives of DEC, the Comptroller of the State and the EFC to have access to the

Sewer District interceptor infrastructure as well as each of the Constituent Municipality's collection and conveyance systems at all reasonable times.

6. The Sewer District and the Constituent Municipalities covenant and agree that they will not individually or collectively take or authorize any action or permit any action within their reasonable control to be taken, nor fail to take any action within their reasonable control, with respect to the utilization of the funds borrowed from the EFC, which will result in the loss of the exclusion of interest on any bonds issued by the EFC for purposes of providing financial assistance to the Sewer District and the Constituent Municipalities ("Corporation Bonds"), for which bonds issued by the County ("Bonds") are pledged as security, from gross income for federal income tax purposes under Section 103 of the Code. Without limiting the generality of the foregoing, the Sewer District and the Constituent Municipalities will not take any action or omit to take any action within their reasonable control, which, assuming the Bonds were issued as bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code, would cause the Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) or 148 of the Code.

7. Any notice pursuant to this Agreement shall be in writing and shall be deemed to have been duly given with mailed, postage pre-paid, to the parties at the address set forth below, or at such other address as any party hereto may designate from time to time by notice hereunder.

County of Oneida

Commissioner of Water Quality and Water
Pollution Control
51 Leland Avenue
P.O. Box 442
Utica, New York 13503-0442

Town of New Hartford

48 Genesee Street
New Hartford, New York 13413

Town of Paris

2580 Sulphur Springs Road
P.O. Box 451
Sauquoit, New York 13456

Town of Whitestown

8539 Clark Mills Road
Whitesboro, New York 13492

Village of Clayville

2505 Foundry Road
P.O. Box 274
Clayville, New York 13322

Village of New Hartford

48 Genesee Street
New Hartford, New York 13413

Village of New York Mills

1 Maple Street
New York Mills, New York 13417

Village of Oriskany

708 Utica Street
P.O. Box 904
Oriskany, New York 13424-9999

Village of Whitesboro

10 Moseley Street
Whitesboro, New York 13492-1516

Village of Yorkville

30 Sixth Street
P.O. Box 222
Yorkville, New York 13495-0222

8. This Agreement may not be assigned by any party hereto without the written consent of all other parties to this Agreement.

9. No waiver or modification of this Agreement or of any provision herein shall be valid unless in writing and duly executed by the parties hereto. The failure of any party to insist on the strict performance of any provision herein or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such provision.

10. This Agreement shall be construed in accordance with, under and pursuant to the laws of the State of New York. Any dispute arising hereunder shall be litigated in the Supreme Court of the State of New York with venue for any action to be held in the County of Oneida.

11. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and such other provisions shall continue in full force and effect.

12. The parties acknowledge that all parties may undertake projects related to their individual sewer facilities unrelated to this Agreement. It is the intent of the parties that this Agreement, and any subsequent agreements related hereto, shall be separate from and independent of such unrelated projects of each individual party hereto. The parties shall have no right to or claim against the assets, proceeds, credits or income of such independent projects.

13. This Agreement shall expire at such time as any bonds or outstanding debt related to the work set forth in Phase 1 and Phase 2A is fully paid, satisfied and discharged.

14. If required to more effectively effectuate the purposes set forth herein, the parties hereto agree to execute such documents and take such actions as are necessary, including but not limited to, the execution of any and all documents granting the County access, possession, or other interests and/or rights to real property owned by, controlled by or located within any of the Constituent Municipalities as well as any and all such documents required to effectuate the financing by the County with the EFC .

COUNTY OF ONEIDA

By _____
Anthony J. Picente, Jr.
County Executive

TOWN OF NEW HARTFORD

By _____
Patrick M. Tyksinski,
Supervisor

Approved As To Form
ONEIDA COUNTY ATTORNEY

By Raymond J. Bura

TOWN OF PARIS

By _____
Felix Cardillo, Supervisor

TOWN OF WHITESTOWN

By _____
Charles R. Gibbs, II,
Supervisor

VILLAGE OF CLAYVILLE

By _____, Mayor

VILLAGE OF NEW HARTFORD

By _____
Donald J. Ryan, Mayor

VILLAGE OF NEW YORK MILLS

By _____, Mayor

VILLAGE OF ORISKANY

By _____
Donald F. Rothdiener, Mayor

VILLAGE OF WHITESBORO

By _____
Brenda D. Gilberti, Mayor

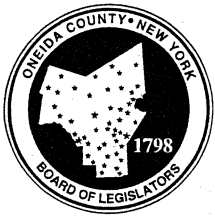
VILLAGE OF YORKVILLE

By _____, Mayor

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

On the _____ of _____, in the year 201____, before me the undersigned, a Notary Public in and for the State of New York, personally appeared _____, in his capacity as Mayor for the Village of Yorkville, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity.

Notary Public



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

March 25, 2011

FN 20 11 - 114

Agriculture & Rural Development

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

WAYS & MEANS

RE: Final Approval of Consolidated Agricultural District # 3 -to Include the Towns of Boonville, Forestport, Steuben and Remsen

Honorable Members:

Attached is a packet of information for the final approval of the 8-year review of Oneida County Consolidated Agricultural District #3, now including the towns of Boonville, Forestport, Steuben and Remsen.

It is recommended by the Oneida County Farmland Protection Board to modify the district to include 76 landowners and 12,973.5 acres of farmland. As part of the County's plan to consolidate districts within the County, the boundaries of District #1 were modified to follow municipal boundaries of these towns and the attached documentation will show that this district has been restructured to better reflect geographic boundaries of common agricultural communities.

I respectfully request that this issue be considered by the Board at the meeting of **April 13, 2011.**

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF/pp
attachments

PROJECT I.D. NUMBER
 NYS Ag District OC-3

617.21
 Appendix C
 State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
 For UNLISTED ACTIONS Only

PART I – PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT/SPONSOR Oneida County Board of Legislators	2. PROJECT NAME Consolidated Agricultural District 3 (OC-3)
3. PROJECT LOCATION: Municipality: Towns of Boonville, Forestport, Steuben, and Remsen County: Oneida	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) OC-3's northern boundary is the Lewis County Line. The southern boundaries are the Floyd and Trenton Town Lines. The Ava and Western Town Lines are the western boundary. The Herkimer County Line forms the eastern boundary.	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification	
6. DESCRIBE PROJECT BRIEFLY: The eight year review of existing Oneida County Agricultural District 3 (OC-3) and its extension for eight years with modifications.	
7. AMOUNT OF LAND AFFECTED: Initially 8,096.2 acres Ultimately 12, 973.5 acres (+ 4,877.3 acres)	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval: New York State Department of Agriculture and Markets.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval Agricultural District OC-3 has been in existence for the past 8 years. The proposed action, if approved, will modify the existing district to reflect the changes over the past eight years, or if disapproved, will continue the existing district unchanged for and an additional eight-year term.	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Application/sponsor Name: <u>John R. Kent, Jr., Commissioner, Oneida County Department of Planning</u> Date: <u>3/11/11</u> Signature: <u>John R. Kent Jr.</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II – ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

<p>A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTION IN 6NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)</p> <p>C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Yes. Potential effect to air quality caused by odor, effects to surface or groundwater caused by farming practices, and erosion if livestock permitted direct access to stream banks. (See attached Determination of Significance)</p> <p>C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: No. Proposed action may result in beneficial effects. (See attached Determination of Significance)</p> <p>C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: No. Proposed action may result in beneficial effects. (See attached Determination of Significance)</p> <p>C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain Briefly: No. Proposed action may result in beneficial effects. (See attached Determination of Significance)</p> <p>C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: No. (See attached Determination of Significance)</p> <p>C6. Long term, short term, cumulative, or other effects not identified in C1-5? Explain briefly: No.</p> <p>C7. Other impacts (including changes in use of either quantify or type of energy)? Explain briefly: No.</p>
<p>D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probably of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

<p><input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.</p> <p><input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impact AND provide on attachments as necessary, the reasons supporting this determination:</p>	
<p><u>Oneida County Board of Legislators</u> Name of Lead Agency</p>	
<p>_____ Gerald J. Fiorini Print or Type Name of Responsible Officer in Lead Agency</p>	<p>_____ Chairman Title of Responsible Officer</p>
<p>_____ Signature of Responsible Officer in Lead Agency</p>	<p>_____ <i>John R. Kent Jr.</i> Signature of Prepared (If different from responsible officer)</p>
<p>4/13/11 Date</p>	

617.21
Appendix C
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

Part III - Determination of Significance

Re: NYS Ag District OC-3

The following paragraphs include responses to questions C1 through C5 of Part II of the Environmental Assessment Form.

- C1) While the attached Environmental Assessment - Part II, C1 notes a potential adverse effect caused by the agricultural activity with regard to odor, surface and groundwater quality, and erosion, the effect is not considered substantial, large or otherwise significant. The area is predominantly agricultural with scattered rural residences and woodland. Additionally, the duration and reversibility of any such potential impact is highly controllable through the implementation of Agricultural Best Management Practices, which will also further reduce the likelihood of the adverse effects occurring.
- C2) With regard to aesthetic, agricultural resources and community character discussed in Part II, C2, the proposed agricultural use will have no adverse effects and may, in fact, have beneficial effects by encouraging the continuation of existing land uses as agriculture and open space. (See the discussion of C4 and C5 below)
- C3) With regard to vegetation and wildlife habitat discussed in Part II, C3, the agricultural uses of lands may have a beneficial effect in creating wildlife habitat and, in some cases of crop production, providing a source of food supply for wildlife.
- C4) Regarding potential impacts to a community's existing plans or land use goals discussed in Part II, C4, the modification of Agricultural District 3 (OC 3) will not be in conflict with existing plans or land use goals within the Towns of Boonville, Forestport, Renssen, or Steuben.
- C5) Regarding potential adverse impacts associated with topics discussed within Part II, C5, including: growth, subsequent development, or related activities induced by the proposed action, the continuation of land as agriculture and open space, in combination with the intent of the NYS Agricultural and Markets Law, will further control growth and development in all municipalities within OC-3.

617.12
Appendix F
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number NYS Ag District OC-3Date 4/13/11

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Oneida County Board of Legislators, as lead agency, has determined that the proposed action described below will not have significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Oneida County Agricultural District 3 (OC-3)

SEQR status: Type I
Unlisted

Conditional Negative Declaration: Yes
 No

Description of Action:

The eight-year review of existing Consolidated Agricultural District OC-3 and its extension with modifications for eight additional years.

Location: (Include street address and the name of the municipality/county. A location map of appropriated scale is also recommended.)

The district boundaries have been modified to include the Towns of Boonville, Forestport, Remsen, and Steuben.

Reasons Supporting This Determination:

(See 617.6(g) for requirements of this determination: see 617.6(h) for Conditional Negative Declaration)

If Conditional Negative Declaration, Provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person:

Address:

Telephone Number:

For Type I Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:

Commissioner, Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-0001

Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located.

Applicant (if any)

Other involved agencies (if any)

**ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT FOR
ONEIDA COUNTY AGRICULTURAL DISTRICT NO. 3
BOONVILLE, FORESTPORT, REMSEN, STEUBEN
MARCH 2011**

1. INTRODUCTION

This report presents the findings of the Oneida County Agricultural and Farmland Protection Board's 2011, eight year review and final recommendations to the County Legislature for Consolidated Agricultural District #3 in Oneida County in the Towns of Boonville, Forestport, Remsen, and Steuben.

Oneida County Consolidated Agricultural District No. 3 (OC-3) is a composite of several existing districts (OC-14, OC-25, and OC-26) that were combined as part of the county's consolidation of agricultural districts. The anniversary date of former District #25 was chosen as the renewal date for the new consolidated District #3. OC-25 was created on February 28, 1979 and was renewed in 1987, 1995, and 2003. As part of the county's consolidation process Agricultural District #25 is renamed to Agricultural District #3.

2. DISTRICT REVIEW

2.1 Consideration of Review Factors

Section 303-a of Article 25AA of the New York State Agriculture and Markets Law lists the factors that the Oneida County Agricultural and Farmland Protection Board (FPB) must consider when reviewing an agricultural district. The following text represents the results of the review of these factors as they relate to the review of Oneida County Agricultural District #3.

2.1.1 The nature and status of farming and farm resources within such district, including the total number of acres of land and the total number of acres of land in farm operations in the district

The majority of farmland in District #3 is related to dairy operations. Field crops, primarily hay with some corn silage are also prevalent in several areas within the district. There are also a few cattle and horse farms within the district. One farming operation within the district is a very diverse. This operation includes poultry, goats, dairy, maple syrup, garlic, and Christmas trees.

2.1.2 The extent to which the district has achieved its original objectives

Farming continues to be one of the predominant uses of land in the Towns of Boonville, Remsen and Steuben. By and large, the district has served to retain farmland in agricultural production over time. Threats to continued agricultural production include an increase in residential development along rural roads and low prices for milk and other agricultural products. These factors have lead to an overall

decline in the amount of capital investment farmers have put into their operations over the past several years.

2.1.3 The extent to which county and local comprehensive plans, policies, and objectives are consistent with and support the district

County Policies

The county adopted a Farmland Protection Plan in 2000. The following three main objectives were outlined the plan: 1) Agricultural Economic Development- foster an economic climate that supports and promotes the retention and expansion of agricultural businesses within the county; 2) Ag Awareness/Ag Promotion- educate consumers as to the importance of agriculture in today's society, encourage agricultural producers to explore more direct marketing methods and alternative enterprises; and 3) Farmland Protection- to make government, primarily at the town and county level, more sensitive to the needs of agriculture.

In related efforts, the County adopted a right-to-farm law in January 1998. The County has also hired an agricultural economic development specialist whose efforts are expected to help existing farmers stay in business and enable retiring farmers to sell their land to buyers who will continue to farm the land.

Local Policies

Neither the Town of Remsen nor the Town of Steuben has a comprehensive plan in place. However the Town of Steuben is in the process of developing a plan. The town has met with various agricultural-related agencies to ensure that agriculture is adequately addressed in the plan.

The Town of Forestport adopted a comprehensive plan for the first time in 2004. Agriculture is not a major land use within the town; there are very few parcels with an agricultural property code. Only one parcel of less than 10 acres is within District #3. Therefore, there are no specific goals and objective relating to agriculture and farmland protection in the plan.

The Village and Town of Boonville adopted a joint comprehensive plan in 2009. While agriculture is an important land use within the Town of Boonville, the comprehensive plan does not specifically outline goals and objectives for agriculture. However, the plan does identify New York State Agricultural Districts as a development constraint. The plan also sets forth goals and objectives that would promote "smart growth" principles such as encouraging growth where existing water and sewer services are available to limit sprawl.

2.1.4 The degree of coordination between local laws, ordinances, rules and regulations that apply to farm operations in such district and their influence on farming

Neither the Town of Remsen nor the Town of Steuben has zoning regulations or other land use regulations in effect. Therefore there are no conflicts with Agriculture Districts Law.

The Town of Forestport does have a site plan review law in effect. Agricultural uses and structures are identified as permitted use within the town and are therefore exempt from the site plan review process.

There are two properties in District #3 within the Village of Boonville. The Village of Boonville does have zoning regulations in effect. Both District #3 properties are zoned Residential, where agriculture is not identified as a permitted use, neither as permitted by right or with a special use permit. Therefore these properties would be considered nonconforming and any expansion of the operations or structures on these properties would require a use variance, which may be difficult for the applicant to obtain. Therefore there is the potential for the village's zoning law to conflict with NYS Agricultural Districts Law.

The Town of Boonville also has zoning regulations in effect. Properties within District #3 are either zone Agriculture-Rural or Open Space. Agriculture is identified as a permitted by right use within both zoning districts. There is a minimum lot size of 3 acres, which may be somewhat restrictive to a person interested in establishing a greenhouse or similar agricultural operation requiring less than three acres. Therefore, the 3 acre minimum lot size has the potential to conflict with NYS Agricultural Districts Law.

3. RECOMMENDATION TO CONTINUE, TERMINATE, OR MODIFY DISTRICT

The Oneida County Agricultural and Farmland Protection Board recommends that Agricultural District No. 3 be modified to include the 76 landowners and 12,973.5 acres of farmland shown on the attached list. It is further recommended that the Oneida County Board of Legislators renew the district, as modified, for an additional eight-year period, and forward the modified district to the NYS Commissioner of Agriculture and Markets for approval and recertification.

**ONEIDA COUNTY AGRICULTURAL DISTRICT NO. 3
BOONVILLE-FORESTPORT-REMSSEN-STEUBEN
GENERAL DESCRIPTION OF DISTRICT
MARCH 2011**

The western boundaries of OC-3 are the Ava and Western Town Lines. The Floyd and Trenton Town Lines form the southern boundary. The eastern boundary is the Herkimer County Line. The northern boundary is the Lewis County Line.

ONEIDA COUNTY AGRICULTURAL DISTRICT #3 2011 RENEWAL

<u>MAP ID #</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
1	ANKEN, MAYNARD	157.000-1-2.1	STEUBEN	132.5
1	ANKEN, MAYNARD	175.000-2-17	STEUBEN	37.9
1	ANKEN, MAYNARD	175.000-2-17	STEUBEN	129.6
2	ATWELL, LEON	140.000-1-28	REMSEN	18.3
2	ATWELL, LEON	159.000-3-7.1	REMSEN	17.2
2	ATWELL, LEON	159.000-3-6.1	REMSEN	19.0
2	ATWELL, LEON	159.000-3-6.1	REMSEN	117.8
2	ATWELL, LEON	140.000-1-26.1	REMSEN	60.4
3	ATWELL, MERLIN	158.000-1-31	STEUBEN	27.2
3	ATWELL, MERLIN	159.000-4-16.1	STEUBEN	56.2
3	ATWELL, MERLIN	158.000-1-16	STEUBEN	222.4
4	BANKS, STEWART	32.000-1-55	BOONVILLE	148.0
4	BANKS, STEWART	32.000-1-55	BOONVILLE	114.3
5	BLACK RIVER FARM INC.	65.000-1-3.5	BOONVILLE	73.4
5	BLACK RIVER FARM INC.	64.000-1-7.1	BOONVILLE	26.4
5	BLACK RIVER FARM INC.	64.000-1-26	BOONVILLE	1.7
5	BLACK RIVER FARM INC.	65.000-1-6.1	BOONVILLE	33.3
5	BLACK RIVER FARM INC.	48.000-1-34.3	BOONVILLE	7.8
5	BLACK RIVER FARM INC.	65.000-1-6.1	BOONVILLE	46.0
5	BLACK RIVER FARM INC.	64.000-1-28.1	BOONVILLE	42.0
6	BRITTON, JEROME	33.000-1-2	BOONVILLE	55.9
6	BRITTON, JEROME	33.000-1-25.1	BOONVILLE	5.6
6	BRITTON, JEROME	33.010-1-28	BOONVILLE	0.3
6	BRITTON, JEROME	33.010-1-36.1	BOONVILLE	53.2
7	BROADBENT, WESLEY	157.000-1-18	STEUBEN	69.0
7	BROADBENT, WESLEY	157.000-1-18	STEUBEN	19.5
7	BROADBENT, WESLEY	157.000-1-18	STEUBEN	165.6
8	BUEHLER, DONALD	2.003-2-11	FORESTPORT	7.7

<u>MAP ID#</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
9	CHASE, LAWRENCE D.	22.000-1-49.3	BOONVILLE	111.7
10	DEAN, LESLIE	157.000-1-30	STEUBEN	11.9
10	DEAN, LESLIE	157.000-1-30	STEUBEN	183.5
10	DEAN, LESLIE	157.000-1-28.3	STEUBEN	82.4
10	DEAN, LESLIE	157.000-1-51.9	STEUBEN	12.1
11	DEMING, MARTHA	141.000-1-33	REMSSEN	84.3
11	DEMING, MARTHA	141.000-1-34.1	REMSSEN	61.6
12	DOXSTADER, JASON	175.000-2-4	STEUBEN	67.4
13	DOXSTADER, PAUL	157.000-1-21	STEUBEN	83.1
13	DOXSTADER, PAUL	157.000-1-21	STEUBEN	80.9
13	DOXSTADER, PAUL	157.000-1-21	STEUBEN	11.4
14	FINN, HARRY	176.000-3-10.1	STEUBEN	86.8
14	FINN, HARRY	176.000-3-13	STEUBEN	47.8
14	FINN, HARRY	176.000-3-10.1	STEUBEN	32.6
14	FINN, HARRY	176.000-3-10.1	STEUBEN	47.3
14	FINN, HARRY	176.000-3-17	STEUBEN	22.6
14	FINN, HARRY	158.000-1-34	STEUBEN	140.3
15	FINN, TRAVIS	158.000-1-28.6	STEUBEN	101.5
15	FINN, TRAVIS	158.000-1-3	STEUBEN	10.3
15	FINN, TRAVIS	158.000-1-7	STEUBEN	41.5
15	FINN, TRAVIS	158.000-1-3	STEUBEN	134.4
16	FINNDALE FARMS	176.000-3-31	STEUBEN	33.1
17	GARDNER, GLENN	158.000-1-4	STEUBEN	187.5
18	GLEASMAN, MARK & NANCY	141.000-1-27.1	REMSSEN	13.7
18	GLEASMAN, MARK & NANCY	141.000-1-27.1	REMSSEN	84.5
18	GLEASMAN, MARK & NANCY	141.000-1-27.1	REMSSEN	0.6
19	GLOUSE, HAROLD	32.000-1-30.1	BOONVILLE	62.5
19	GLOUSE, HAROLD	32.000-1-51.2	BOONVILLE	28.5
19	GLOUSE, HAROLD	32.000-1-30.1	BOONVILLE	88.0

<u>MAP ID#</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
20	GRAZIANO, BRUNO	121.000-1-25	REMSEN	2.1
20	GRAZIANO, BRUNO	121.000-1-25	REMSEN	9.9
21	GRESACK, STANLEY	175.000-2-20	STEUBEN	69.9
21	GRESACK, STANLEY	175.000-2-12.1	STEUBEN	1.5
21	GRESACK, STANLEY	175.000-2-12.1	STEUBEN	12.7
21	GRESACK, STANLEY	175.000-2-27	STEUBEN	92.1
21	GRESACK, STANLEY	175.000-2-19	STEUBEN	15.3
21	GRESACK, STANLEY	175.000-2-12.1	STEUBEN	62.8
21	GRESACK, STANLEY	175.000-2-27	STEUBEN	30.6
22	GROGAN, JOHN	176.000-3-24	STEUBEN	2.1
22	GROGAN, JOHN	176.000-3-24	STEUBEN	18.4
23	HAJDASZ, ALBERT	159.000-4-15	STEUBEN	104.8
24	HAWKINS, KEVIN	175.000-2-46	STEUBEN	157.8
24	HAWKINS, KEVIN	175.000-2-46	STEUBEN	40.8
25	HAWKINS, ROY	175.000-2-1	STEUBEN	91.8
25	HAWKINS, ROY	175.000-2-1	STEUBEN	127.4
26	HEALY, CHRISTOPHER M.	176.000-3-5.2	STEUBEN	70.2
27	HOBBIN, LARRY	175.000-2-28.3	STEUBEN	53.5
27	HOBBIN, LARRY	175.000-2-28.3	STEUBEN	8.9
27	HOBBIN, LARRY	175.000-2-28.3	STEUBEN	34.5
28	HORN, HAROLD & EVELYN	140.000-1-38	REMSEN	8.8
28	HORN, HAROLD & EVELYN	140.000-1-38	REMSEN	30.3
28	HORN, HAROLD & EVELYN	121.000-1-19.1	REMSEN	21.8
28	HORN, HAROLD & EVELYN	121.000-1-19.1	REMSEN	11.6
28	HORN, HAROLD & EVELYN	159.000-4-7	STEUBEN	36.9
28	HORN, HAROLD & EVELYN	159.007-1-1	REMSEN	19.0
29	JANISZEWSKI, DIANE	161.000-1-25.1	REMSEN	111.9
30	JONES, ROBERT W.	123.000-1-42.1	REMSEN	232.1
31	JONES, WILLIAM	122.000-1-12.1	REMSEN	150.5

<u>MAP ID#</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
31	JONES, WILLIAM	122.000-1-12.2	REMSEN	101.0
32	KINEL, JOHN	22.000-1-11	BOONVILLE	8.6
32	KINEL, JOHN	22.000-1-11	BOONVILLE	149.4
33	KLOSSNER, HAROLD	175.000-2-6	STEUBEN	249.0
34	LALYER, THOMAS	140.000-1-27.1	REMSEN	0.3
34	LALYER, THOMAS	140.000-1-27.1	REMSEN	28.7
34	LALYER, THOMAS	140.000-1-24.1	REMSEN	122.1
35	LAUBER, JEFF	138.000-1-15.2	STEUBEN	83.5
36	LAVALLE, MEDERIC	160.000-2-29.1	REMSEN	42.2
37	LECLAIR, HAROLD	21.000-1-12	BOONVILLE	74.6
37	LECLAIR, HAROLD	21.000-1-12	BOONVILLE	0.4
38	LEE, MERWIN	22.000-1-39.1	BOONVILLE	46.4
38	LEE, MERWIN	22.000-1-3	BOONVILLE	103.3
38	LEE, MERWIN	22.000-1-3	BOONVILLE	37.4
38	LEE, MERWIN	15.000-1-1.1	BOONVILLE	62.7
38	LEE, MERWIN	15.000-1-1.1	BOONVILLE	23.7
38	LEE, MERWIN	15.000-1-2.1	BOONVILLE	54.1
38	LEE, MERWIN	15.000-1-4.1	BOONVILLE	49.9
39	LEWIS, GEORGE	176.000-3-8	STEUBEN	42.3
39	LEWIS, GEORGE	176.000-3-8	STEUBEN	70.8
39	LEWIS, GEORGE	176.000-3-8	STEUBEN	53.8
40	LUDEMANN, CHERYL	46.000-1-9	BOONVILLE	166.2
40	LUDEMANN, CHERYL	46.000-1-8	BOONVILLE	85.4
40	LUDEMANN, CHERYL	46.000-1-8	BOONVILLE	104.2
41	MACLAUGHLIN, R C	156.000-1-16	STEUBEN	29.7
41	MACLAUGHLIN, R C	156.000-1-16	STEUBEN	57.8
42	MANLEY, FRANCIS J.	156.000-1-13.5	STEUBEN	30.3
43	MCGHEE, DONALD	175.000-2-16	STEUBEN	120.2
44	MIEREK, GEORGE JR	157.000-1-9.2	STEUBEN	65.7

<u>MAP ID#</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
45	MILHALKO, JOSEPH	34.000-1-38.1	BOONVILLE	122.8
46	MILLER, FLOYD	32.000-1-1.11	BOONVILLE	14.0
46	MILLER, FLOYD	32.000-1-2.1	BOONVILLE	9.2
46	MILLER, FLOYD	32.000-1-2.1	BOONVILLE	5.9
46	MILLER, FLOYD	32.000-1-2.2	BOONVILLE	0.6
46	MILLER, FLOYD	32.000-1-2.1	BOONVILLE	168.6
47	MINNIG, NEIL	157.000-1-8	STEUBEN	116.6
47	MINNIG, NEIL	138.000-1-22	STEUBEN	17.8
47	MINNIG, NEIL	138.000-1-23.1	STEUBEN	63.1
47	MINNIG, NEIL	138.000-1-23.1	STEUBEN	3.7
47	MINNIG, NEIL	138.000-1-23.1	STEUBEN	82.8
48	MOORE, JOHN	138.000-1-11	STEUBEN	146.0
49	MOORE, LUDMILLA	138.000-1-10.1	STEUBEN	55.3
49	MOORE, LUDMILLA	138.000-1-10.2	STEUBEN	25.0
49	MOORE, LUDMILLA	139.000-1-49	STEUBEN	136.0
50	MORRIS, RAYMOND	22.000-2-11	BOONVILLE	25.6
50	MORRIS, RAYMOND	33.007-1-2.1	BOONVILLE	22.2
51	NAPIERKOWSKI, MICHAEL	64.000-1-11.1	BOONVILLE	274.9
51	NAPIERKOWSKI, MICHAEL	64.000-1-11.1	BOONVILLE	206.7
52	PADDOCK, RAYMOND & WANDA	141.000-1-1.1	REMSEN	4.1
52	PADDOCK, RAYMOND & WANDA	141.000-1-1.1	REMSEN	148.1
52	PADDOCK, RAYMOND & WANDA	123.000-1-36.2	REMSEN	85.2
53	PERRY, ROBERT	176.000-3-22	STEUBEN	2.7
53	PERRY, ROBERT	176.000-3-22	STEUBEN	17.7
53	PERRY, ROBERT	176.000-3-19	STEUBEN	23.7
53	PERRY, ROBERT	176.000-3-19	STEUBEN	104.7
54	PIASCHYK, ERIC	140.000-2-3.3	STEUBEN	19.5
54	PIASCHYK, ERIC	140.000-2-3.1	STEUBEN	64.7
54	PIASCHYK, ERIC	140.000-2-2	STEUBEN	1.0

<u>MAP ID#</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
54	PIASCHYK, ERIC	140.000-2-2	STEUBEN	24.0
55	POTATO HILL EDUCATION CENTER	64.000-1-28.2	BOONVILLE	6.0
56	PUGH, BYRON	158.000-1-22	STEUBEN	59.7
56	PUGH, BYRON	158.000-1-14.1	STEUBEN	48.3
56	PUGH, BYRON	158.000-1-15	STEUBEN	51.1
56	PUGH, BYRON	158.000-1-11.1	STEUBEN	9.4
57	PUPKO, MICHAEL AND ELEANOR	83.000-1-14	BOONVILLE	233.8
57	PUPKO, MICHAEL AND ELEANOR	83.000-2-3	STEUBEN	48.3
58	RACE, EMERSON	157.000-1-3.1	STEUBEN	73.7
59	ROBERTS, JOHN	102.000-1-11	STEUBEN	6.2
59	ROBERTS, JOHN	102.000-1-9	STEUBEN	137.8
59	ROBERTS, JOHN	102.000-1-10	STEUBEN	18.3
59	ROBERTS, JOHN	102.000-1-23	STEUBEN	32.0
59	ROBERTS, JOHN	102.000-1-26	STEUBEN	16.9
59	ROBERTS, JOHN	102.000-1-31	STEUBEN	0.8
59	ROBERTS, JOHN	103.000-1-26	REMSEN	33.3
60	ROSS, NED	46.000-1-2.1	BOONVILLE	215.1
61	SAGER, PHILLIP	48.000-1-13	BOONVILLE	105.9
62	SHUFELT, NEIL	160.000-2-7.2	REMSEN	113.0
63	SIMONS, BENJAMIN	139.000-1-48	STEUBEN	134.3
63	SIMONS, BENJAMIN	139.000-1-26.8	STEUBEN	19.9
63	SIMONS, BENJAMIN	139.000-1-40.3	STEUBEN	102.3
63	SIMONS, BENJAMIN	139.000-1-40.1	STEUBEN	23.5
63	SIMONS, BENJAMIN	139.000-1-40.3	STEUBEN	56.4
64	STAHL, KARL	121.000-2-9	STEUBEN	16.4
64	STAHL, KARL	120.000-1-18.2	STEUBEN	75.3
65	TOMPKINS, WESLEY	141.000-1-25	REMSEN	140.5
66	TRAUB FAMILY IREVOCABLE TRUST	140.000-2-6.1	STEUBEN	90.7
67	TRENHAM, SPENCER	21.000-1-14	BOONVILLE	54.8

<u>MAP ID#</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
67	TRENHAM, SPENCER	21.000-1-14	BOONVILLE	0.0
67	TRENHAM, SPENCER	21.000-1-14	BOONVILLE	54.0
68	TYLUTKI, WILLIAM	122.000-1-25	REMSEN	58.8
68	TYLUTKI, WILLIAM	122.000-1-25	REMSEN	24.1
69	WALDO, THOMAS	122.000-1-16	REMSEN	201.7
70	WASKIEWICZ, GERALD	48.000-1-5	BOONVILLE	49.0
71	WHEELOCK, NANCY & B. JACKSON	21.000-1-8.1	BOONVILLE	48.4
71	WHEELOCK, NANCY & B. JACKSON	21.000-1-8.1	BOONVILLE	105.2
71	WHEELOCK, NANCY & B. JACKSON	21.000-1-8.1	BOONVILLE	0.4
71	WHEELOCK, NANCY & B. JACKSON	21.000-1-8.1	BOONVILLE	66.1
72	WHITE, DOUGLAS	160.000-2-18.2	REMSEN	12.6
72	WHITE, DOUGLAS	160.000-2-18.3	REMSEN	54.3
73	WILLIAMS, HENRY	34.000-1-35	BOONVILLE	150.8
73	WILLIAMS, HENRY	34.000-1-34.1	BOONVILLE	379.5
73	WILLIAMS, HENRY	34.000-1-34.1	BOONVILLE	42.0
73	WILLIAMS, HENRY	34.000-1-34.1	BOONVILLE	9.1
73	WILLIAMS, HENRY	23.004-1-49.1	BOONVILLE	72.4
73	WILLIAMS, HENRY	23.004-1-49.1	BOONVILLE	1.4
74	WILSON, HARRY	175.000-2-8.1	STEUBEN	21.6
75	WRISLEY, RUSS	82.000-1-13	BOONVILLE	193.6
75	WRISLEY, RUSS	100.000-1-1	STEUBEN	143.6
76	SIMONS, CHRISTOPHER	138.000-1-18.1	STEUBEN	13.2
			TOTAL ACRES	12973.5



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

FN 20 11-115

March 3, 2011

PUBLIC HEALTH

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

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find the Agreement between Cathie Lee's Home Health Care and Oneida County Office for the Aging/Office of Continuing Care.

This contract is for the purchase of home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Cathie Lee's Home Health Care is one of five home care agencies to provide this care. State (75%) and County (25%) dollars support this program with \$80,000.00 allocated to this agency

The terms of this agreement commence April 1, 2011 and terminate March 31, 2012.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Cathy Lee's Home Health Care Providers

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2011 to March 31, 2012

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. 4637 hours of personal care are provided to approximately 23 individuals through this contract. Individuals average four hours per week

Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$80,000.00

Oneida County Department Funding Recommendation: Acct # 6774.49599

Proposed funding Source (Federal/State/County): projected amount \$80,000.00
State 75% (\$60,000.00) County 25% (\$20,000.00)

Cost per Client Served: \$17.25 per hour

Past Performance Data: current provider of personal care services for OFA EISEP clients

Oneida County Department Staff Comments:

AGREEMENT

This Agreement is by and between **CATHIE LEE'S HOME HEALTH CARE PROVIDERS**, located at P.O. Box 526, Sylvan Beach, New York 13157, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE**, located at 235 Elizabeth Street, Utica, New York 13501 hereinafter known as "**OFFICE**";

WITNESSETH:

WHEREAS, the **OFFICE** is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

WHEREAS, the **OFFICE** will provide technical assistance upon request to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with policies and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROGRAM STANDARDS

The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the **OFFICE**, refer to Appendix A.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
 - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
 - 3) provide information concerning the provider agency;
 - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
 - 5) conduct scheduled visits to the client's home at least every six (6) months;
 - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
 - 7) evaluate the worker's performance of the required tasks;
 - 8) provide to the worker information, consultation, instruction and demonstration as needed;
 - 9) determine the extent to which client needs are appropriately and adequately being met;
 - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. 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 by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this 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

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

c. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

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

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. 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 records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(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).

D. The Contractor 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).

DRUG-FREE WORKPLACE (CONTRACTOR'S 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 contract, 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 contract; 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 the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$17.25 per hour** for housekeeper/chore (PCA Level I),

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE 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 OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2011 and terminate on March 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR

Kathleen A. Douglas
Kathleen Douglas, Administrator/Owner
Cathie Lee's Home Health Care Providers

2/25/11
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr. County Executive

Date

OFFICE FOR THE AGING

m. romano
Michael J. Romano, Director

3/3/11
Date

Approved As To Form ONLY
ONEIDA COUNTY ATTORNEY

By: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for 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 and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2011-2012
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 793-6019.

Susie Perritano, Accounting Supervisor



Oneida County
Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

FN 20 11 - 116

March 10, 2011

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find for your review and signature, the Agreement between Oneida County Office for the Aging / Office of Continuing Care located at 235 Elizabeth Street, Utica, New York 13501 and U.S. Care Systems, Inc. located at 2614 Genesee Street, Utica, New York 13501

Under the Purchase of Service Agreement, U.S. Care Systems, Inc. will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). U.S. Care Systems, Inc. is one of five home care agencies to provide this care. State 75% (\$155,008.50) and County 25% (\$51,669.50) dollars support this program with \$206,678.00 allocated to this agency.

The terms of this agreement commence April 1, 2011 and terminate March 31, 2012.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: U S Care System, Inc.

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2011 to March 31, 2012

Client Population/Number to be Served: Per Diem: authorized OFA/OCC clients, age 60 or older. Approximately 11981 hours of personal care are provided to approximately 57 individuals through this contract. Individual hours average four hours per week

Summary Statements:

- 1) Narrative Description of Proposed Services: Personal Care Services
- 2) Program/Service Objectives and Outcomes: To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) Program Design and Staffing Level: N/A

Total Funding Requested: \$ 206,678.00

Oneida County Department Funding Recommendation: \$ Acct # 6774.49599

Proposed funding Source (Federal/State/County):

\$ State 75% (\$155,008.50) County 25% (\$51,669.50)

Cost per Client Served: \$17.25 per hour

Past Performance Data: current provider of personal care services for OFA EISEP clients

Oneida County Department Staff Comments:

AGREEMENT

This Agreement is by and between U.S. CARE SYSTEM, INC. located at 2614 Genesee Street, Utica, New York 13502, hereinafter known as "CONTRACTOR"; and the COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE, located at 235 Elizabeth Street, Utica, New York 13501 hereinafter known as "OFFICE";

WITNESSETH:

WHEREAS, the OFFICE is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

WHEREAS, the OFFICE will provide technical assistance upon request to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with policies and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROGRAM STANDARDS

The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
 - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
 - 3) provide information concerning the provider agency;
 - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
 - 5) conduct scheduled visits to the client's home at least every six (6) months;
 - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
 - 7) evaluate the worker's performance of the required tasks;
 - 8) provide to the worker information, consultation, instruction and demonstration as needed;
 - 9) determine the extent to which client needs are appropriately and adequately being met;
 - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. 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 by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this 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

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

c. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

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

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. 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 records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(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).

D. The Contractor 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).

DRUG-FREE WORKPLACE (CONTRACTOR'S 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 contract, 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 contract; 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 the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I),

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE 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 OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2011 and terminate on March 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR

Robin E. O'Brien
Robin E. O'Brien, Executive Director
U.S. Care Systems, Inc.

3/9/11
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

3/11/11
Date

Approved As To Form ONLY
ONEIDA COUNTY ATTORNEY

By: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for 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 and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19-J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2011-2012
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 793-6019.

Susie Perritano, Accounting Supervisor

ONEIDA COUNTY HEALTH DEPARTMENT

A Oneida County Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 11 - 117

March 16, 2011

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

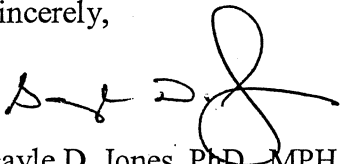
Re: C025776

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – WIC Program.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$84,488. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

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

Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Women, Infants and Children Program (WIC)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Division of Nutrition
Resource Planning and Operations Unit
Riverview Center, 6th Floor West
150 Broadway
Albany, New York 12204-2719

VENDOR CONTACT PERSON: Regional Office

DESCRIPTION OF CONTRACT: The Women, Infants and Children Program (WIC) improves the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children up to the age of five in New York State through the provision of nutritious foods, nutrition/health education, counseling and linkages with other health and human services programs.

FISCAL YEAR: State fiscal year April 1, 2010 through March 31, 2011.

TOTAL: \$84,488

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

FUNDING SOURCE: A4082.495

Less Revenues _____

State Funds: \$84,488

County Dollars – -0-

County Dollars – -0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: March 16, 2011

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

March 15, 2011

FN 20 11 - 118

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

PUBLIC HEALTH

Dear Mr. Picente:

C-026835

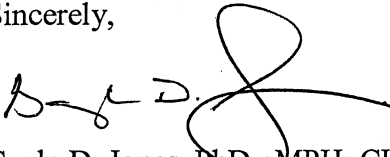
WAYS & MEANS

Attached are four (4) copies of a Cost of Living amendment between Oneida County through its Health Department and the New York State Department of Health – Lead Primary Prevention Program.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$25,578. The Cost of Living Adjustment will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

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

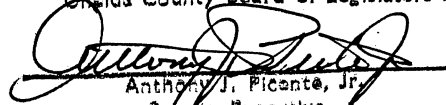
Sincerely,



Gayle D. Jones, PhD, MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Lead Primary Prevention Program

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director
Bureau of Community environmental Health

SUMMARY STATEMENTS: Reduce or eliminate the incidence of lead poisoning and provide lead prevention services before children are lead poisoned. Property owners are provided with free lead safe work practice training and the free load of HEPA vacuums to reduce lead to levels considered safe for human habitation.

FISCAL YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$25,578 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures must occur in this contract year.

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

FUNDING SOURCE: A3415 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues: _____

State Funds: \$25,578

County Dollars – Previous Grant -\$0-

County Dollars – This Grant \$ -0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: March 15, 2011

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 11 - 119

March 16, 2011

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

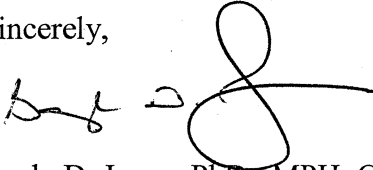
Re: C020235

Attached are four (4) copies of an amendment between Oneida County through its Health Department – TB Prevention and The New York State Department of Health.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$3,315. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

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

Sincerely,



Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower, Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Stephen E. Hughes, Ph.D.
Assistant Director, Bureau of Tuberculosis Control

SUMMARY STATEMENTS: Information on all newly reported TB cases will be reported electronically through the Health Information Network, increase the percentage of TB patients who complete a course of curative TB treatment within 12 months of initiation of treatment, newly reported sputum AFB smear positive TB cases will have contacts identified, contacts to sputum AFT smear-positive TB cases will be evaluated for infection and disease, increase the percentage of infected contacts of infectious cases that are placed on treatment for latent TB infection and complete a treatment regimen, increase the proportion of adults, 18 years old and greater with TB who have been tested for HIV, increase the percentage of immigrants and refugees designated as Class A, B1 or B2 who are appropriately evaluated and treated, decrease the case rate in U.S. born African Americans.

FISCAL YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$3,315 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures must occur in this contract year.

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

FUNDING SOURCE: A3414 Cost of Living Adjustment (COLA)

Less Revenues: _____

State Funds: \$3,315

County Dollars – Previous Contract \$-0-

County Dollars – This Contract \$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: March 16, 2011

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

March 16, 2011

FN 20 11-128

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

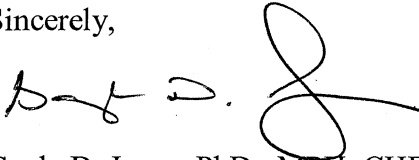
Re: C023414

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Integrated Cancer Services.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$21,019. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

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

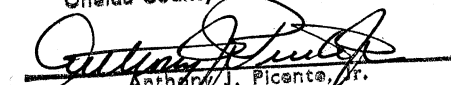
Sincerely,



Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness C-023414

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Empire State Plaza
Corning Tower, Room 515
Albany, New York 12237-0675

VENDOR CONTACT PERSON: Suzanne Fusco

SUMMARY STATEMENTS: Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, identify and recruit licensed medical providers throughout the entire service area to join the partnership, ensure that all men and women with abnormal screening results are assessed for their need for case management services, provide leadership, coordinate and administer the program to implement all required activities.

FISCAL YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$21,019

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

FUNDING SOURCE: A3451 Grant Award

Less Revenues: _____

State Funds: \$21,019

County Dollars – Previous Contract -0-

County Dollars – This Contract -0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: March 16, 2011

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

March 16, 2011

FN 20 11 - 121

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

PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

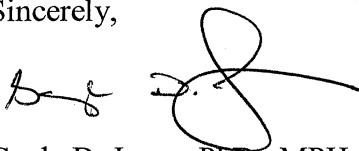
Re: C023199

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Zoonoses.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$2,323. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

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

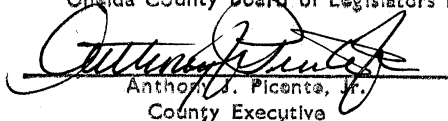
Sincerely,



Gayle D. Jones, PhD., MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health C-023199

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

VENDOR CONTACT PERSON: Renee Lund-Feisthamel

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, 2010 through March 31, 2011

TOTAL: \$2,323 This is a Cost of Living Adjustment 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:		\$2,323
County Dollars – Previous Contract		-0-
County Dollars – This Contract -		-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES Director of Health

DATE: March 16, 2011



STATE OF NEW YORK DEPARTMENT OF HEALTH

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

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 14, 2011

Contractor Name: Oneida County Health Department
Contract Number: C-023199
COLA Amount: \$2,323
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. Pursuant to Part F of Chapter 111 of the Laws of 2010, the 2010-11 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

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, 2010 and March 31, 2011.

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 as soon as possible but no later than August 1, 2011.**

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 2010-11 State fiscal year.

Signed: _____

Title: Oneida County Executive

Date: _____

Approved as to Form Only
Assistant County Attorney

Attachment - Standard Voucher

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

March 14, 2011

FN 20 11 - 122

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

C-026822

March 31, 2011 through March 30, 2012

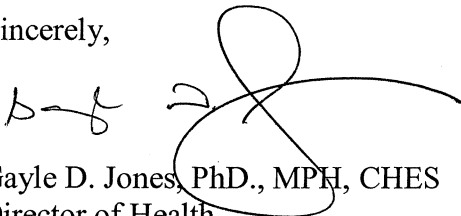
Attached are five (5) copies of a contract between Oneida County through its Health Department – D&T Center and The New York State Department of Health – TB Control.

The goal of the TB Program is to work toward the national objective of TB elimination. The critical elements of a tuberculosis control program will include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, treatment of latent TB infection, and educational programs. Efforts will also include educating health care workers and the public about TB. Oneida County Health Department has been awarded a three (3) year contract from March 31, 2011 through March 30, 2014 and will require annual renewals.

The initial contract term will be in effect from March 31, 2011 through March 30, 2012 with reimbursement in the amount of \$50,000 and is 100% State funded.

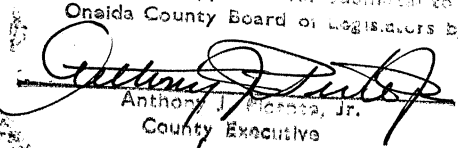
If this meets with your approval, please forward to the Board of Legislators.

Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment at 406 Elizabeth Street

NAME AND ADDRESS OF VENDOR: Bureau of Tuberculosis Control
NYS Department of Health
GNAR-ESP Corning Tower – Room 840
Albany, New York 12237-0669

VENDOR CONTACT PERSON: Cara Zell

DESCRIPTION OF CONTRACT: The goal of the TB program is to work toward the national objective of TB elimination. The critical elements of a tuberculosis control program will include early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, treatment of latent TB infection, and educational programs. Efforts will also include educating health care workers and the public about TB.

PREVIOUS CONTRACT YEAR: March 31, 2008 through March 30, 2011

TOTAL: \$147,000 This is a three year contract.

THIS CONTRACT YEAR: March 31, 2011 through March 30, 2012

TOTAL: \$50,000 This will be a three year contract March 31, 2011 through March 30, 2014 and will require annual renewals.

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

<u>FUNDING SOURCE:</u>	Grant Award	A3414	\$50,000
Less Revenues:	_____		-0-
State Funds			\$50,000 *
County Dollars - Previous Grant			-0-
County Dollars - This Grant			-0-

*Three year grant, \$50,000 per year, with annual renewals.

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: March 14, 2011

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):
New York State Department of Health
Bureau of Tuberculosis Control
Corning Tower Building, Room 840
Albany, New York 12237-0669

.NYS COMPTROLLER'S NUMBER: C026822

.ORIGINATING AGENCY CODE: 12000

CONTRACTOR (Name and Address):
Oneida County Health Department
406 Elizabeth Street
Utica, New York 13501-2306

TYPE OF PROGRAM(S)
Public Health Campaign
County Tuberculosis Program

FEDERAL TAX IDENTIFICATION NUMBER:

INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):
300100000000

FROM: March 31, 2011
TO: March 30, 2012

CHARITIES REGISTRATION NUMBER:

FUNDING AMOUNT FOR INITIAL PERIOD:
\$50,000

____ - ____ - ____ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

MULTI-YEAR TERM (if applicable):
FROM: March 31, 2011
TO: March 30, 2014

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT(X) A
SECTARIAN ENTITY
CONTRACTOR IS() IS NOT(X) A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<input checked="" type="checkbox"/>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<input checked="" type="checkbox"/>	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
<input checked="" type="checkbox"/>	APPENDIX B	Budget
<input checked="" type="checkbox"/>	APPENDIX C	Payment and Reporting Schedule
<input checked="" type="checkbox"/>	APPENDIX D	Program Workplan
<input checked="" type="checkbox"/>	APPENDIX G	Notices
<input checked="" type="checkbox"/>	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
<input checked="" type="checkbox"/>	APPENDIX H	Federal Health Insurance Portability and Accountability Act
_____	APPENDIX	Business Associate 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). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in 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 A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws; rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- 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.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall 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 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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 and 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 claims, 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 and regulations, or as stated in Appendix A-2.

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 laws and regulations, or specified in Appendix A-1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

November, 2010

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **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 Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State:

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION.
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal 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 contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.
- b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

BUDGET

APPENDIX B

Tuberculosis Prevention & Control

Contractor's Name: Oneida County
 Contract Number: # C-026822
 Contract Period: March 31, 2011 - March 30, 2012

Personnel Services				
Title/Name	Annual Salary	% Time Devoted To TB	% paid From Grant	Total Requested
PHN Alida Rivera De Davis	\$35,737	50%	50%	\$17,863
Subtotal Salary				\$17,863
Fringe Benefits	10.10%			\$1,804
Subtotal Salary and Fringe				\$19,667
OTPS				
Supplies				\$1,000
Travel				\$102
Incentives				\$600
Contractual (specify)				\$28,631
Temporary Help	\$27,631			
Medical Interpretation	\$ 1,000			
Subtotal OTPS				\$30,333
Total				\$50,000

**Budget Justification
Tuberculosis Prevention & Control**

Contractor's Name: Oneida County
 Contract Number: # C-026822
 Contract Period: March 31, 2011 - March 30, 2012

Budget Item	Amount Requested	Description
Personnel Services PHN	\$17,863	Part-time PHN assigned to TB program. Duties include: Assists with patient screening, interviews, education, distribution of medication, follow-up visits, telephone consultation, reminder calls to patients (17.5 hrs./week @ \$19.63/hour)
Fringe Benefits @ 10.1%	\$1,804	
OTPS		
Supplies	\$1,000	To purchase necessary office supplies used in day to day function of administering the TB program, and the purchase of a replacement shredder
Travel	\$102	To support mileage reimbursement for staff traveling to patient homes for outreach such as contact investigations, DOT, delivering sputum containers or appointment reminders, or to attend training.
Incentives Temporary Help 61.5 hrs/PP@ \$17.26/hour	\$600 \$27,631	Purchase incentive and/or enabler items such as supermarket gift cards, diapers, hygiene products, coloring & activity books, crayons, etc. TB program clerk performs related clerical duties such as scheduling, phone calls, chart set-up and management, program supply ordering
Medical Interpretation \$50 /hour	\$1,000	Due to the large TB client population in Oneida County with English as a second language, this money will be used to support the significant annual cost of medical interpretation and translation for the TB clinic, through contracts with the Mohawk Valley Resource Center for Refugees and the Multicultural Association of Medical Interpreters.
	\$50,000	

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ❷ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ the end of the first quarterly period of this AGREEMENT; or
- ❷ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall 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 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the New York State Department of Health, Corning Tower, Room 840.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual

expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

A. Narrative/Qualitative Report

Oneida County Health Department will submit, on a quarterly basis, not later than 45 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how Oneida County Health Department has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D.)

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Qualitative Report

Oneida County Health Department will submit, on a quarterly basis, not later than 45 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate. (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

C. Expenditure Report

Oneida County Health Department will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D.

Final Report

Oneida County Health Department will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the Program Workplan.

APPENDIX D

PROGRAM WORKPLAN

Tuberculosis Workplan Matrix

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Contractor will work toward the national objective of TB elimination. The critical elements of a tuberculosis control program include: early case finding and reporting, prompt diagnosis, appropriate treatment, case management with particular attention to directly observed therapy, aggressive investigations of contacts, treatment of latent TB infection, and educational programs.

Objective 1: 100% of information on all newly reported TB suspects/cases and 100% of all contacts to cases will be reported electronically through the NYS DOH Health Commerce System (HCS)

Standards

- Initial report of a case/suspect is required to be reported to the county by the provider within 24 hours. Providers need to be educated on all reporting requirements.
- An electronic report of the confidential case report (DC103) on HCS by the county should be submitted as soon as possible, even if bacteriologic evidence is lacking.
- Submission of the supplemental TB patient report can be submitted within 2 weeks of the DC 103.
- Contacts should be submitted electronically for every TB case (pulmonary and extrapulmonary) reported in your jurisdiction.

Implementation Plan/Activities/Lines of Responsibility

- Initial case report and periodic updates will be provided to the NYSDOH BTBC Regional TB Representative via telephone
- Complete electronic reporting (DC103) via the Health Commerce System (HCS), as soon as possible. The TB supplemental will be reported electronically within 2 weeks of the DC103 will be accomplished.
- Activities will be reported on quarterly.
- Contacts for every TB case are submitted electronically by the TB Program Coordinator and clerical staff.

Responsible person: TB Program Coordinator, clerical staff.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Evaluate if objectives are met for the year.
- Compare to previous years, and discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida County Contract Period: March 31, 2011 - March 30, 2012

Objective 2: For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, increase the proportion of patients who complete treatment within 12 months to 90%.

Standards:

- Initial treatment with at least 4 drugs.
- Ensure case management and treatment of persons with active TB through the use of adherence-promoting measures such as outreach staff, extensive application of directly observed therapy (DOT), incentives and enablers.
- Responsibility for successful treatment is clearly assigned to the public health program or private provider, not to the patient. Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended.
- Obtain sputum cultures following CDC/ATS guidelines to document culture conversion and guide treatment plan.
- Routine education and training provided to Health Care Providers on current recommended treatment guidelines.
- Treatment completion is defined by number of doses ingested, as well as duration of treatment.
- The health department is responsible for ensuring adequate, appropriate diagnostic and treatment services are available, as well as monitoring the results of therapy.
- Treatment should be based on each patient's clinical and social circumstances (patient-centered care), regardless of the source of supervision.
- County medical TB consultant is responsible for reviewing care for all TB patients, as well as direct care for those treated in county clinics.

Implementation Plan/Activities/Lines of Responsibility

- TB case/suspects treated by the TB Clinic will be treated under the direction of the TB medical consultant, following treatment guidelines of the NYSDOH BTBC and CDC. The TB medical consultant will also review care for those Oneida County TB patients treated privately.
- Fulfillment of objective standards will be performed by TB Outreach staff and Health Department nursing staff. Bilingual staff and contracted interpreters will be utilized when needed.

- TB case/suspect treatment will be monitored by the TB Coordinator. Daily or at minimum weekly case updates occur with involved staff to assure all problems are addressed. Each TB case will be reviewed by the TB Medical consultant at minimum, monthly and charts reviewed following the Clinic QA/QI policy and procedure.
- For those necessary diagnostic and treatment services not available on site, the TB Coordinator and nursing staff will be responsible to ensure they are provided elsewhere, as well as for monitoring the results of therapy.
- Routine education and training provided to health care providers on current treatment guidelines will be provided through telephone consultation by TB Coordinator and nursing staff. St. Elizabeth Medical Center residents will be provided on site training upon request Local Colleges, such as Utica College and SUNYIT nursing students may be provided on site training upon request.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Evaluate if objective are met.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Objective 3: Increase the proportion of TB patients with sputum AFB smear-positive results who have contacts identified to 100%.

Standards:

- Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days.
- Follow-up of an average of 7 to 10 contacts per case.
- Case infectiousness is a critical factor to optimal contact investigations.
- Coordinate and provide rapid and accurate identification of all high risk contacts during the infectious period.
- Contacts in household, workplace, school and leisure settings should be explored.
- Provision of clinic services convenient for patients.
- Home visits should be conducted as part of the contact investigation, as well as hospital visits to interview the index patient to illicit contacts. The location should accommodate the patient's right to privacy.
- A minimum of two interviews is recommended to illicit all contacts.
- Sputum AFB smear positive patients are of highest priority, but not the only patients to be evaluated.

Implementation Plan/Activities/Lines of Responsibility

- Contact investigation for sputum AFB smear positive cases will be initiated and implemented according to the recommendations of the NYSDOH BTBC and CDC. Other TB case contact investigations will be initiated and implemented when appropriate.
- Fulfillment of objective standards will be performed by TB outreach worker and Health Department nursing staff.
- A minimum of two contact interviews will be performed to assure all high priority contacts are identified.
- Periodic updates will be provided to the NYSDOH BTBC Regional TB rep.
- Activities will be reported on quarterly.

Responsible person(s): TB Program Coordinator

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of sputum AFB smear positive patients with identified contacts.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Objective 4: Increase the proportion of contacts to sputum AFB smear-positive TB patients who are evaluated for infection and disease to 90%.

Standards

- Factors critical to optimal contact investigations include contact susceptibility to infection, type and amount of contact exposure to the TB patient, contact risk for progression to active disease (including HIV status) and contact history of prior TB infection.
- Assign priorities to individual contacts for evaluation and treatment. Priority ranking is determined by the characteristics of the individual contacts and features of the exposure.
- Define the duration, time period, and frequency of contact in various environments that constitute exposure.
- Develop standard criteria for expanding contact investigations.
- Complete evaluation of contacts consisting of initial and follow-up TSTs (at 8 -10 weeks) and chest x-rays when appropriate. The use of approved Interferon Gamma Release Assays (IGRAs) may be substituted for TSTs in the diagnosis of TB infection (see updated MMWR guidelines, 6/25/10).

Implementation Plan/Activities/Lines of Responsibility

- Contacts to sputum AFB smear-positive and all other TB cases will be evaluated for infection and disease according to the recommendations of the NYSDOH BTBC and the CDC. Quantiferon-TB Gold blood testing will be used, when possible, for foreign-born case contacts.
- Contacts, including assignment of priority level, will be submitted electronically upon initial and upon second round testing.
- Activities will be reported on quarterly.

Responsible person(s): TB Medical Consultant, TB Program Coordinator, clerical staff.

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of contacts to sputum AFB smear-positive patients evaluated.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Objective 5: Increase the proportion of contacts of sputum AFB smear-positive cases with latent TB infection (LTBI) who start treatment to 80% and those who complete treatment to 70%.

Standards

- Contact investigations should be initiated for all TB suspects and cases.
- Contact investigations should be initiated within 3 working days after the patient is reported with high risk contacts being evaluated within 7 working days.
- TB programs should have a comprehensive contact investigation infrastructure or system with formal monitoring activities in place (i.e., ARPE worksheets).
- Provide language appropriate educational aides for foreign-born persons from TB endemic counties to inform them of the importance of LTBI treatment and to encourage evaluation and treatment.
- Infants and young children with recent infection are recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB.
- Checking monthly or more for adherence and adverse effects of treatment by home visits, pill counts, or clinic appointments is recommended.

Implementation Plan/Activities/Lines of Responsibility

- Contact investigations will be initiated and performed according to the recommendations of the NYSDOH BTBC and CDC.
- Infants and young children with recent infection will be recommended for window-period treatment for LTBI even if the TST and CXR do not suggest TB.
- Periodic updates will be given to the NYSDOHBTBC Regional TB Rep.
- Language appropriate educational aides, when available, will be used for foreign-born persons to encourage evaluation and treatment of LTBI.
- Patients will be seen monthly by nursing staff and monitored for compliance with medication and for any side effects from medication.
- Clerical staff and TB Outreach worker(s) will encourage appointment compliance through regular appointment reminders (ex. letters) and follow-up to missed appointments (ex. Letters, phone calls, home visits).
- Activities will be reported on quarterly.

Responsible Person(s): TB Program Coordinator, TB Medical Consultant

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of eligible candidates placed on treatment.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Objective 6: Increase the proportion to 75% of TB cases reported with positive or negative HIV test result documented.

Standards

- All TB suspects/cases between the ages of 13 and 64 (or younger or older if there is evidence of risk activity) seen in public health clinics (and private offices) must be offered HIV testing.
- All TB suspects/cases must have documentation of positive or negative HIV test results obtained at the time of TB diagnostic evaluation or at TB diagnosis or earlier, but not exceeding 1 year.
- Consent for HIV testing can be part of a general durable consent to medical care, though specific opt out language for HIV testing must be included. Consent for rapid HIV testing can be oral and noted in the medical record.
- Consent or refusal to be HIV tested should be noted in the patient's medical record including date and name of person ordering the test and/or making the note.
- TB clinics are required to report monthly on HIV C&T activities.
- Confidentiality of HIV test results is protected by law. Confidential HIV information may be released without a written statement prohibiting re-disclosure when routine disclosures are made to treating providers or to health insurers to obtain payment.
- Referral mechanisms in place to coordinate care, as needed, including public social service agency linkages.

Implementation Plan/Activities/Lines of Responsibility

- HIV counseling and testing will routinely be offered and encouraged for all TB Clinic clients, especially those ages 13 to 64 years of age, identified and evaluated for TB exposure, infection or disease
- HIV counseling and testing will be performed according to current NYSDOH guidelines by trained Health Department nursing staff, including referral for medical care for those with positive results.
- For those patients tested elsewhere, results will be obtained with appropriate patient consent.
- Activities will be reported monthly and quarterly.

Responsible person(s): TB Program Coordinator, TB Medical Consultant, TB nursing staff

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Proportion of all cases offered HIV testing and number of cases with documented test result.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Objective 7: Increase the proportion of immigrants and refugees designated as Class A or B who are appropriately evaluated within 90 days of notification. Increase the proportion of those completing a recommended treatment for LTBI.

7A: evaluated within 90 days 70%

7B: completed LTBI treatment 50% (of those eligible & started on treatment)

Standards

- Evaluations for TB disease should be completed within ninety days of arrival or notification to the county.
- All persons with B class TB arriving to NYS should receive a thorough TB evaluation. The TB evaluation should be performed as it would for any high risk person. A CXR is not needed for TST negative (or IGRA negative) patients unless signs and symptoms suggest the need.
- NYS TB Follow-up worksheets should be completed and signed by the physician performing the assessment. If the evaluation is performed at the local health department, that should be noted on the worksheet.
- NYS TB Follow-up worksheets must be returned to BTBC within 60 days of notification of arrival to the county and/or within 30 days of the "box date" on the form.
- If all efforts to locate the patient are unsuccessful within the allotted time frame, worksheet should be returned to BTBC with the appropriate box checked.
- If the patient has moved and a forwarding address is available, this should be noted and the worksheet returned as soon as possible to BTBC.

Implementation Plan/Activities/Lines of Responsibility

- Immigrants and refugees designated as Class A and B will be evaluated and treated according to the recommendations of the NYSDOH BTBC.
- Class A and B patients that do not report themselves to the health department will receive phone call, letter and/or home visit to initiate evaluation. Use of registered mail will be considered. If these attempts are unsuccessful, form will be returned to NYSDOH reporting such efforts.
- Required forms will be completed and submitted meeting time requirements.
- Activities will be reported on quarterly.

Responsible person(s): TB Medical Consultant, TB Program Coordinator

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of those evaluated and completing treatment for LTBI.
- Compare to previous years, discuss changes.
- Discuss any performance improvement plan needed.

County: Oneida Contract Period: March 31, 2011 - March 30, 2012

Objective 8: Increase the proportion of TB patients with sputum culture-positive results who have documented conversion to sputum culture-negative within 60 days of treatment initiation to 50%.

Standards

- Important decisions concerning the continuation-phase regimen hinge on the microbiological status at the end of the initial phase of treatment, thus, obtaining sputum specimens at this juncture is critical, if sputum conversion to negative has not already been documented.
- For patients who had positive AFB smears at the time of diagnosis, follow-up smears should be collected monthly or may be obtained at more frequent intervals (e.g., every 2 weeks until two consecutive specimens are negative) to provide an early assessment of the response to treatment.
- The presence of cavitation on the initial chest radiograph combined with having a positive sputum culture at the time the initial phase of treatment is completed has been shown in clinical trials to identify patients at high risk for adverse outcomes (treatment failure or relapse).
- Patients with positive cultures after 2 months of treatment should undergo careful evaluation to determine the cause.
- DOT, coupled with individualized case management, leads to the best treatment result.

Implementation Plan/Activities/Lines of Responsibility

- All sputum culture positive TB patients started on anti-TB chemotherapy will be isolated and submit sputum after two weeks of treatment. If sputum is AFB smear negative X 3, isolation is discontinued and culture results are monitored. If AFB smear is positive, isolation is maintained. Sputum specimens are obtained once weekly until 3 negative smears are resulted.
- Sputum smear and culture results will be obtained monthly until two consecutive sputum negative culture specimens, taken at least one month apart, are resulted to assure an effective treatment regimen.
- DOT is the standard of care in Oneida County for pulmonary TB cases.
- NYSDOH BTBC will be consulted for any TB cases with positive cultures after 2 months of treatment.

Responsible persons: TB Coordinator, TB Medical Consultant

Outcome/Evaluation (based on calendar year data, to be completed in the final contract period)

- Percentage of those sputum-negative culture results documented within 60 days.
- Explain reasons for conversion greater than 60 days.
- Discuss any performance improvement plan needed.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Stephen E. Hughes, Ph.D.
Title: Assistant Bureau Director
Address: Room 840- ESP Corning Tower Bldg
Telephone Number: (518) 474-4845
Facsimile Number: (518) 474-6164
E-Mail Address: SEH03@health.state.ny.us

[Insert Contractor Name]

Name: ~~Daniel W. Gilmore, PhD~~ *Patrice Bogan, MS, RN, FNP*
Title: ~~Acting Director~~ *D+T Center*
Address: 406 Elizabeth Street
Utica, New York 13501-2306
Telephone Number: (315) ~~798-5906~~ *798-5748*
Facsimile Number: (315) 798-1057
E-Mail Address: ~~dgilmore@ocgov.net~~
Pbogan@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Appendix H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
 - A. "Business Associate" shall mean CONTRACTOR.
 - B. "Covered Program" shall mean the STATE.
 - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
 - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - E. Business Associate agrees to ensure that any agent, including a subcontractor, to

whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
 - I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
 - J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
 - K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
 - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
 - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by

Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.

1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided,

however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

Rec'd 3/25/11 @ 10:00am

March 15, 2011

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

FN 20 11 - 123

PUBLIC HEALTH

Re: C-024629 Grant

WAYS & MEANS

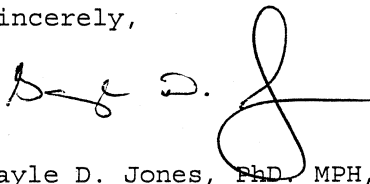
Dear Mr. Picente:

Attached are five (5) copies of an amendment between Oneida County through its Health Department and New York State Department of Health-Children with special Health Care Needs Program.

This amendment is for contract year April 1, 2010 through March 31, 2011 in the amount of \$2,221.00. Payment of the Cost of Living Adjustment will be made separately from authorized contract payments. Cost of Living Adjustment Funds 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.

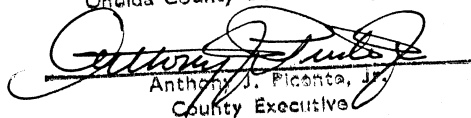
Sincerely,



Gayle D. Jones, PhD, MPH, CHES
Director of Health

GDJ/bc
Attachments

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Special Children Services

NAME AND ADDRESS OF VENDOR: NYS Department of Health, Division of Family Health, Fiscal Unit, ESP Corning Tower, Room 878, Albany NY 12237

VENDOR CONTACT PERSON: Deborah Nance, Director
Fiscal Unit, Division of Family Health

DESCRIPTION OF CONTRACT: The Children with Special Health Care Needs Program (CSHCN) is a public health program that provides information and referral services for health and related areas for families of CSHCN.

CLIENT POPULATION SERVED: Children 0 – 21 who have or are suspected of having a serious or chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

NYS FISCAL YEAR: APRIL 1, 2010 THROUGH MARCH 31, 2011

COLA AMOUNT: \$2,221.00

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

FUNDING SOURCE: Grant Award for cost of living adjustment (COLA)

ACCOUNT NUMBER: A3401.02

State Funds	\$2,221.00	
County Dollars - Previous Grant		\$ _____ 0.00 _____
County Dollars - This Grant		\$ _____ 0.00 _____

SIGNATURE: Gayle D. Jones, Phd., MPH, CHES
Director of Health

DATE: March 15, 2011

STATE OF NEW YORK DEPARTMENT OF HEALTH

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

Nirav B. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 11, 2011

Contractor Name: Oneida County Health Department
Contract Number: C-024629
COLA Amount: \$2,221
Contract Initiative: Children with Special Health Care Needs

Dear Contractor:

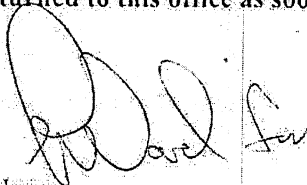
Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 111 of the Laws of 2010, the 2010-11 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

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, 2010 and March 31, 2011.

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 as soon as possible but no later than August 1, 2011.**

Sincerely,



Deborah Nance
Director
Division of Family Health – Fiscal Unit
ESP, Corning Tower, Room 878
Albany, NY 12237

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 2010-11 State fiscal year.

Signed: _____

Title: _____

Date: _____

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

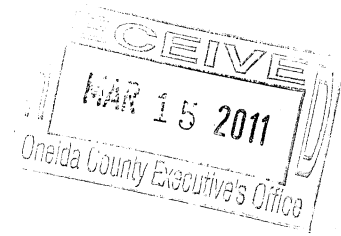
ADMINISTRATION

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

March 11, 2011

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

FN 20 11 - 124
PUBLIC HEALTH



Dear Mr. Picente:

WAYS & MEANS

When constructing the 2011 County budget, the Health Department anticipated a grant award in the amount of \$144,513 in which \$103,327 was earmarked for Public Health Preparedness. We have since been awarded an additional \$90,956. These additional funds were H1N1 funds unspent in the previous grant year which were distributed via a formula based on population.

We intend to use these funds to continue to strengthen the emergency preparedness activities within Oneida County.

In anticipation of receipt of these funds, the Health Department is requesting the following supplemental appropriation for the **2011** fiscal year:

To: A4092.212 – Computer Equipment.....	\$3,000
A4092.295 – Other Equipment.....	64,835
A4092.495 – Other Expenses	23,121
Total	\$90,956

This appropriation will be supported by revenue in A3481 – State Aid – Emergency Preparedness for \$90,956. Please request the Board to act on the above-mentioned at their earliest convenience.

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

Sincerely,

Gayle D. Jones, PhD., MPH, CHES
Director of Health

cc: T. Keeler, Director of Budget
ry

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 14, 2011

FN 20 11 - 125

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

HUMAN RESOURCES

WAYS & MEANS

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.

The Purchase of Services Agreement with the Resource Center for Independent Living is for two Disability Services Specialists which services TANF/Safety Net Family Recipients with disabilities. The Disability Services Specialist work with a number of community employers to engage clients in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

The cost of this Agreement is \$ 81,534 for the year May 1, 2011 through April 30, 2012. There is no local cost to support this effort.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

15707
3/14/11

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Resource Center for Independent Living
401-409 Columbia Street
P. O. Box 210
Utica, New York 13503-0210

Title of Activity or Services: Disability Services Specialists

Proposed Dates of Operations: May 1, 2011 through April 30, 2012

Client Population/Number to be Served: 50 TANF/Safety Net Family recipients with disabilities per month.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Disability Service Specialists have established a community network among employers involved in supported employment who, rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises.

2). Program/Service Objectives and Outcomes -

Engage 50 clients per month in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

3). Program Design and Staffing Level -

(2) Disability Service Specialists

Total Funding Requested: \$ 81,534

Oneida County Dept. Funding Recommendation: Account #:A6014.49544

Mandated or Non-mandated: Mandated

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

Federal	100 %	\$ 81,534
State	0 %	\$ 0
County	0 %	\$ 0

Cost Per Client Served:

Past performance Served: The Department has contracted for this service with this provider since 2005. The contract in 2010 was \$ 79,141. The Department of Social Services has had success contracting with RCIL to assist with this population.

O.C. Department Staff Comments: The Disability Services Specialists is a vital link in the total plan of bringing the TANF recipient from dependency to total self-sufficiency. This contract is paid 100% through federal funds.

This Contract is a result of a Request for Proposal for (2) Disability Services Specialists with a beginning date of May 1, 2010 and has been awarded to Resource Center for Independent Living.

AGREEMENT

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 Resource Center for Independent Living, 401-409 Columbia Street P.O. Box 210, Utica, New York 13503-0210 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Oneida County Department of Social Services, desires to increase assistance to individuals with disabilities, placing people with disabilities in the competitive Job market.

WHEREAS, the Resource Center for Independent Living has developed skill and expertise in placing people with disabilities in the competitive job market. The RCIL staff has the expertise and substantial experience in working with individuals in every major disability group as defined in federal legislation and with individuals with two or more co-existing disabilities. The staff has established a community network among employers involved in supported employment who rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises. This has led to an increased ability to place individuals with disabilities in competitive integrated employment and has increased the confidence of both employers and employees.

NOW THEREFORE, the Department agrees to provide a work site for the Disability Services Specialist with all suitable equipment and support services. The Disability Services Specialist will be assigned to the Oneida County Department of Social Services Employment Office. The workload will be assigned through the Oneida County Social Service Employment Director, supervised by an Employment Case Supervisor.

The Contractor will assign two (2) Disability Services Specialist to the Oneida County Department of Social Services. These Individuals have expertise in working with individuals with disabilities and a thorough understanding of the Social Service system and resources in the community.

The two Disability Services Specialists will be co-located at the Department of Social Services to perform said services both in Utica and Rome Offices. The Specialists will be under the Contractor's supervision with oversight by the Department of Social Services Director of Employment.

The Disability Services Specialist shall follow the Oneida County's work hours and the Contractor agrees to provide the Department with a copy of their agencies personnel rules/policies pertaining to the Disability Service Specialists positions including list of observed days off for holiday,

*Resource Center for Independent Living
Disability Services Specialists*

15707
May 1, 2011 - April 30, 2012

number of days/hours earned for vacation, personal, sick etc...

The Director of Employment will be notified immediately of all time off approved by the Contractor prior to such time taken, by the two Disability Service Specialists, or as soon as possible when prior notification is not possible.

The Contractor will maintain the Disability Service Specialists as their employees and shall provide him/her with the Contractor's benefits and shall handle all fringe and necessary deductions, per requirements under Federal and State Laws,

Primary duties will include assessment, orientation to Department of Social Services rules and regulations, determination of employability status, provide explanation of any determinations and completing Department of Social Services forms relating to disabilities and releases, obtaining and evaluating medical reports for adults with disabilities within 90 days of Family Assistance case opening. Identify, refer and monitor SSI candidates for assistance in obtaining Federal benefits.

Target Population

50 Family Assistance recipients per month with documented disabilities needing assistance to participate in approved Work Activities and placement in the competitive job market.

The Vocational Service Coordinators will be responsible for:

- Establish employability status and provide explanation for decisions made for each Family Assistance applicant and re-establish for recipients as needed.
- Enrolling clients in appropriate countable Work Activities as identified under TANF reauthorization requirements. Monitor such activities bi-weekly and record attendance in CMS-the State monitoring database.
- Referring the target population to appropriate providers, such as VESID, training programs, human services agencies, and medical providers, while referring and coordinating supportive services.
- Monitor treatment activities that assist participants to comply with work rules, including medical and mandated services.
- Provide monthly reports to Department of Social Services on the number and activity of participants in each category, by the 5th day of the following month.
- Reassess and Re-examine the limitations of all Family Assistance exempt adults to allow participants to enroll in Work Activities to the extent of their ability.
- Refer, monitor and assist 100% of the Family Assistance population determined to be SSI appropriate to pursue appeals and hearings.

Outcome:

- Engage 50 clients per month in approved work Activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.
- Establish employability status and provide explanations for determinations made

for each Family Assistance applicant and re-establish for recipients as needed.

- Refer 20 appropriate Family Assistance recipients to programs to assist with obtaining SSI Disability benefits per year.

Term:

The term of the Contract is May 1, 2011 through April 30, 2012. The contract is not to exceed \$81,534 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Reporting Requirements

Under Chapter 57 of the Laws of 2007, requires the Department to provide a monthly Family Service Performance Report. Contractor must submit monthly reporting to the Department providing the Department with the number of families served each month (broken out by TA-Temporary Assistance and/or 200% of Poverty).

In order to have consistent reporting, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency within a month should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5th of the following month of service. Such reports must be submitted to the following Oneida County Departments: Oneida County Department of Social Services, Employment Unit to the Directors attention.

Payment will be made monthly by the Department upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The contractor will provide a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent Audit.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all 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.

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 illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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

2. by Congress or the Department of Health and Human Services; 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.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

Options to renew the Contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and may for cause, request such individual be relieved of his duties and another person chosen in his place.

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.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

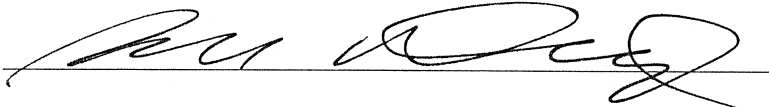
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: March 11, 2011

Agency: Resource Center for Independent Living

Authorized Signature: 

Print Authorized Name: Burt Danovitz

Title: Executive Director

BUDGET

May 1, 2011 - April 30, 2012

PERSONNEL

Director of Employment	\$ 3,461
2 – Vocational Trainers	\$ <u>61,790</u>
Sub-total	\$ 65,251
Fringe	\$ <u>15,008</u>
Total Personnel Services	\$ 80,259

EXPENSES

Travel/training	\$ 550
Postage	\$ 25
Supplies	\$ 600
Printing	\$ <u>100</u>
Total Expenses	\$ 1,275
Total	\$ 81,534

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
Resource Center for Independent Living # 15707
Disability Services Specialists May 1, 2011 - April 30, 2012

connection with the specific grant.

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

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.

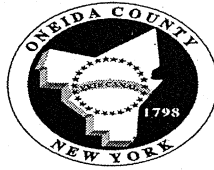
Resource Center for Independent Living, Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Burt Danovitz, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

March 11, 2011
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 11, 2011

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

FN 20 11 126

HUMAN RESOURCES

WAYS & MEANS

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.

The Oneida County Department of Social Services has a need to improve housing for Social Services clients in the City of Utica from that which presently exists in some areas. The enclosed Purchase of Services Agreement between Oneida County Department of Social Services and the City of Utica continues the Housing Improvement Program for Utica.

The goals of the program are as follows:

1. To improve the quality, affordability and adequacy of the housing for Social Services clients in the City of Utica.
2. To ensure codes compliance and improvement of deteriorating housing in the City of Utica so that Public Assistance recipients are assured of housing that is safe and will meet the needs of the family.

The Agreement has a term of March 10, 2011 through March 9, 2012, at a total County/City program cost of \$ 376,000 the Department of Social Services cost does not to exceed \$282,000 with a local share of 15.22% of the total program cost or \$ 57,227.20.

I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

LAS/tms
attachment

3/11/11
48101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Housing Improvement Program

Title of Activity or Services: Housing Inspection for dwellings in the City of Utica.

Proposed Dates of Operations: March 10, 2011 through March 9, 2012

Client Population/Number to be Served: All applicants for and recipients of the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide a coordinated approach in regards to housing within the City of Utica, to ensure safe adequate housing and to prevent the deterioration of housing within the city.

2). Program/Service Objectives and Outcome-

- (1). Improve the quality, affordability and adequacy of the housing for Social Services clients in the City of Utica
- (2). To ensure codes compliance and improvement of deteriorating housing in the City of Utica so that public assistance recipients are assured of housing that is safe and will meet the needs of the family.

3). Program Design and Staffing Level -

- 1 Full-time Code Enforcement Administrator/Supervisor
- 1 Full-time Chief Housing Inspector
- 6 Full-time Housing Inspectors
- 2 Data Entry Machine Operators
- 1 Senior Account Clerk Typist

Total Funding Requested: \$ 282,000

\$ 376,000 Total City/County Program
\$ 282,000 to be paid through Oneida County Department of Social Services.
\$ 94,000 to be paid by the City of Utica

Mandated or Non-Mandated – This contract is Non-Mandated however it does help to ensure that the families are living in a safe environment.

Oneida County Dept. Funding Recommendation: Account #: A6012.49541

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

Federal	48.44 % - \$ 182,134.40
State	11.34 % - \$ 42,638.40
County	15.22 % - \$ 57,227.20
City	25.0 % - \$ 94,000.00

Cost Per Client Served:

Past performance Served: Initial Contract 11/10/94, Inspections began 2/1/95. The project has been successful in improving the housing for Social Services recipients. The Contractor was paid \$282,000 through the Department to support last year's contract. The City of Utica contributes 25% of the local cost to support this program.

O.C. Department Staff Comments: The Department is satisfied with the service being provided by this Contractor.

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT, made and entered in to, between the Oneida 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 City of Utica, with principal offices at City Hall 1 Kennedy Plaza, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department needs a more intensive and coordinated approach to ensure and/or develop adequate housing for Social Services clients.

WHEREAS, the Department desires to establish a Housing Improvement Program to meet the needs of Social Services clients. This program will have the following goals.

1. Improve the quality, affordability and adequacy of the Housing for Social Services clients in the City of Utica.
2. To ensure codes compliance and improvement of deteriorating housing in the City of Utica so that Public Assistance recipients are assured of housing that is safe and will meet the needs of the family.

WHEREAS, Contractor desires to participate in the Housing Improvement Program, now, therefore,

It is agreed by the parties hereto as follows:

1. Contractor shall provide 1 Code Enforcement Administrator/Supervisor, 1 Chief Housing Inspector, 6 Housing Code Inspectors, 1 Sr. Account Clerk Typist/Codes, and 2 Data Entry Operators who shall be city employees assigned primarily to perform the duties set forth in this agreement.

2. Contractor agrees that said Codes Enforcement Officers shall perform the following duties:

a. Provide home visits to Public Assistance clients within the City of Utica.

b. Gather and provide data to the Department on a quarterly basis,

c. Attend meetings with the Department regarding housing

improvement issues as requested by the Department,

d. Attend all training necessary to the satisfactory performance of the duties set forth in this agreement,

e. perform other housing related duties as assigned.

f. In collaboration with the Department and the Oneida County Department of Health, the Housing Code Inspectors will make Codes Inspections of properties in Tax Arrears. The County of Oneida will determine the properties and the Inspection will be performed immediately.

g. Will check for lead warning signs by checking for chipping and peeling paint within residents. If chipped and peeled paint are discovered it will be appropriately cited.

3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement,

4. The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

5. 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.

6. 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."

7. 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.

8. The Department agrees to provide reports, documents and other information that will enable the Contractor to perform its duties under contract.

9. Department shall reimburse Contractor for the services of the aforesaid Agreement in the total annual amount not to exceed \$ 282,000.00 as per the attached budget. The Department shall make monthly payments to Contractor upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data as required, as well as the expenditure data.

10. Equipment purchased under this Agreement is owned by the City of Utica and shall remain the property of the City of Utica upon final conclusion of the Purchase of Services Agreement regarding this.

11. The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee Contract. This Purchase of Services Agreement may be Amended upon receipt of a statement of applicable salary and fringe changes.

12. Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

13. Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent Audit.

14. This Agreement shall commence March 10, 2011 and terminate March 9, 2012. This Agreement is subject to re-negotiation within thirty (30) days of its expiration date.

15. Either party may, upon (30) days written notice to the other party, terminate this Agreement.

16. The Department may terminate this Agreement upon a 30 day written notice to the Contractor without cause, and immediately if for cause or if needed State or Federal reimbursement is terminated or not allowed.

17. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

18. The City of Utica Commissioner of Codes Enforcement and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this Agreement. Their authority as agents includes, but is not limited to adjustment of the price to be paid for services under this Agreement, and cancellation of this Agreement

19. Should any written notice be required by either party for the purpose of this agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Mayor of the City of Utica
Utica City Hall, 1 Kennedy Plaza
Utica, New York 13501

Department: Commissioner of Oneida County
Department of Social Services
800 Park Avenue
Utica, New York 13501

20. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

21. It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee of the Department or the County of Oneida.

22. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

23. 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.

24. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

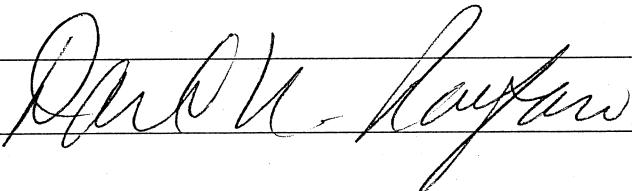
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 3/10/11

Agency: City of Utica

Authorized Signature: _____



Print Authorized Name: DAVID R. ROEFARO

Title: MAYOR

CITY OF UTICA CODES BUDGET
 March 10, 2011 - March 9, 2012

PERSONNEL:

Code Enforcement Administrator/Supervisor(24)	\$	46,731
Chief Housing Inspector (23)	\$	44,250
Housing Code Inspector (15)	\$	32,565
Housing Code Inspector (15)	\$	32,565
Housing Code Inspector (15)	\$	32,565
Housing Code Inspector (15)	\$	32,565
Housing Code Inspector (15)	\$	32,565
Housing Code Inspector (15)	\$	32,565
Senior Account Clerk Typist/Codes (19)	\$	34,972
Data Entry Machine Operators (12)	\$	29,435
Data Entry Machine Operators (12)	\$	29,435

TOTAL SALARIES \$ 380,213

BENEFITS \$ 177,625

EQUIPMENT:

Computer/software/programming	\$	1,000
Communications		
Documenting/Storage		

TRAINING

NY State Required Courses/Training	\$	6,000
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ADMINISTRATIVE:

Telephone	\$	5,000
Gas	\$	15,750
Other Materials	\$	4,000
Uniform	\$	2,500
Contract Services	\$	9,000

TOTAL ADMINISTRATIVE \$ 36,250

TOTAL CITY OF UTICA CODES BUDGET \$ 601,088

City/County Housing Inspection Program Total Cost \$ 376,000

City of Utica Program Portion (25%) \$ 94,000

Oneida County DSS Program Portion (75%) \$ 282,000

.....

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
City of Utica # 48101
Housing Inspection Program CODES 3/10/11-3/9/12

connection with the specific grant.

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

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.

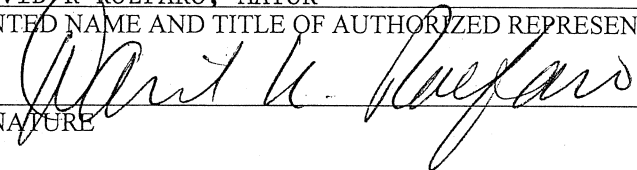
CITY OF UTICA

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

DAVID R ROEFARO, MAYOR

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

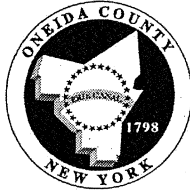


3/10/11

DATE

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

March 21, 2011

FN 20 11-127

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

HUMAN RESOURCES

WAYS & MEANS

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 are copies of the Purchase of Services Agreement for Court Street Children's Center, 415 Court Street, Utica, New York 13502. This Center provides safe Day Care Services for children. The Department pays them to care for children of eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is June 1, 2011 through May 31, 2012 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The Court Street Children's Center was paid a total of \$ 206,350.49 for Day Care Services from March 1, 2010 through February 28, 2011, with a local share of 4 % or \$ 8,254.02.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/11

LAS/tms
attachment

3/21/11

31401

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Court Street Children's Center
415 Court Street
Utica, New York 13502

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: June 1, 2011 – May 31, 2012

Client Population/Number to be Served: Contractor is licensed for 5 toddlers, 31 Preschoolers and 16 school-aged children at the 415 Court Street location and 5 toddlers, 39 preschoolers and 27 school-aged children at the 2631 Genesee Street location.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at: 415 Court Street Utica, New York 13502	2631 Genesee Street Utica, New York 13501
---	--

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-Mandated: Mandated Service

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

Federal	80.0 %	\$ 165,080.39
State	16.0 %	\$ 33,016.08
County	4.0 %	\$ 8,254.02

DAY CARE SERVICES

Agreement made by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and COURT STREET CHILDREN CENTER, located at 415 COURT STREET, UTICA, NEW YORK 13502 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care Services as follows:

Objectives

(a) To provide quality day care to children between 2.5 Years and 12 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 2.5 years and no more than 12 years of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on June 1, 2011 and shall terminate on May 31, 2012 and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the Term of the agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

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: 2/28/11

Agency: COURT STREET CHILDREN'S CENTER, INC.

Authorized Signature: [Signature]

Print Authorized Name: JOHN W. KALPIN, JR.

Title: PRESIDENT

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made by and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and Court Street Children Center, located at 415 Court Street, Utica, New York 13502 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefore.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair

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hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agree to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. 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.

21. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

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- a. deny an individual any services or other benefits provided under the program;
- b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;
- d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;
- e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
- f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

23. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it

furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. 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.

g. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

h. The Contractor will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. 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 illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

25. 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.

26. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

27. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

28. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

29. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act by omission or commission by the Contractor with respect to this Agreement or any term hereof.

30. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

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

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(3). No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

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: 2/28/11

Agency: COURT STREET CHILDREN'S CENTER, INC.

Authorized Signature: [Signature]

Print Authorized Name: JOHN W. KALPIN, JR.

Title: PRESIDENT

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;

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- (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).

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-

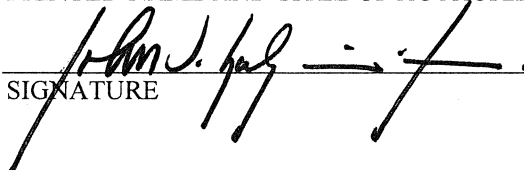
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during 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.

COURT STREET CHILDREN'S CENTER, INC.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

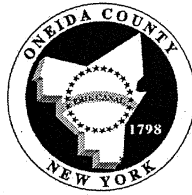
JOHN W. KALPIN, JR. - PRESIDENT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

2/28/11
DATE

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

March 16, 2011

FN 20 11 - 128

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

HUMAN RESOURCES

WAYS & MEANS

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 are copies of the Purchase of Services Agreement for North Utica Senior Citizens Recreation Center, Inc. known as the Children's Center of North Utica, 50 Riverside Drive, Utica, New York 13502. This Center provides safe Day Care Services for children. The Department pays them to care for children of eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is August 1, 2011 through July 31, 2012 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The Children's Center of North Utica was paid a total of \$ 56,482.48 for Day Care Services from March 1, 2010 through February 28, 2011 with a local share of 4 % or \$ 2,259.30.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. 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 3/25/11

3/16/11
39801

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Children's Center Of North Utica
50 Riverside Drive
Utica, New York 13502

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: August 1, 2011 – July 31, 2012

Client Population/Number to be Served: Licensed for a total of 79 children. (39 Preschooler and 40 school age).

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at:
Children's Center of North Utica
121 Herkimer Road,
Utica, New York 13502.

2). Program/Service Objectives and Outcomes -

To provide safe quality Day Care Services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates

Mandated or Non-mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account #:A6055.495

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

Federal	80.0 %	\$ 45,185.98
State	16.0 %	\$ 9,037.20
County	4.0 %	\$ 2,259.30

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1998 and is satisfied with the provider's service. The Contractor was paid \$ 56,482.48 for the period of March 1, 2010 through February 28, 2011 and serviced 26 children.

O.C. Department Staff Comments: The Department contracts with a number of providers to ensure the availability of services.

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of AUGUST 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and CHILDREN CENTER OF NORTH UTICA, located at 50 RIVERSIDE ROAD UTICA, NEW YORK 13502 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

*Children Center of North Utica
Day Care Services*

39801
8/1/11-7/31/12

1. The Contractor shall furnish to the Department Day Care Services as follows:

Objectives

(a) To provide quality day care to children between 5 yrs and 12 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 5 YRS and no more than 12 YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on AUGUST 1, 2011 and shall terminate on JULY 31, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

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: 02/28/2011

Agency: Children's Center of North Utica

Authorized Signature: Yvonne D. McClusky

Print Authorized Name: Yvonne D. McClusky

Title: Executive Director

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of AUGUST 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and CHILDREN CENTER OF NORTH UTICA, located at 50 RIVERSIDE ROAD, UTICA, NEW YORK 13502 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

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
Children Center of North Utica
Day Care Services

39801
8/1/11-7/31/12

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.

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 illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and

other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. 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.

21. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

23. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to

insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit

access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public

authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five(5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

25. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such

status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

27. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

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

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(3). No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this annenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

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: 02/28/2011

Agency: Children's Center of North Utica

Authorized Signature: Yvonne D. McClusky

Print Authorized Name: Yvonne D. McClusky

Title: Executive Director

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).

50 Riverside Drive
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.

Children's Center of North Utica

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Yvonne D. McClusky - Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Yvonne D. McClusky

SIGNATURE

DATE

02/28/2011

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) 793-6221 Fax: (315) 768-6299

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

March 22, 2011

FN 20 11 - 129

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

PUBLIC WORKS
WAYS & MEANS

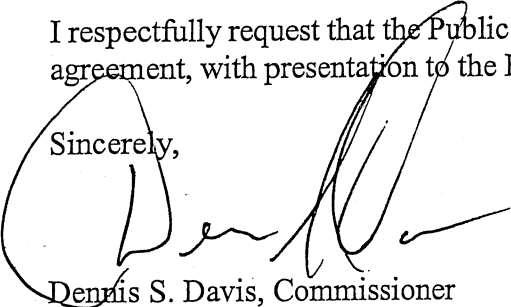
Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved towns and villages in Oneida County for road striping for the 2011 season.

Attached is a copy of the typical agreements. The language in most of the agreements is the same with the exception of those who utilize sharing of services, i.e. we will stripe certain roads, and in turn, that municipality will mow or ditch County roads. The County purchases the materials and is reimbursed by the Towns.

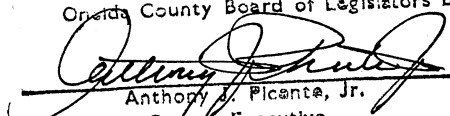
I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,


Dennis S. Davis, Commissioner
Department of Public Works

cc: County Attorney
Highways, Bridges & Structures

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


Anthony J. Picente, Jr.
County Executive

Date 3/28/11

Oneida County - Town/Village Pavement Marking Agreement 2011

THIS AGREEMENT, entered into this ____ day of _____ 20__ by and between the **COUNTY OF ONEIDA**, by and through the Department of Public Works, with its offices located at 6000 Airport Road, Oriskany, New York, hereinafter called "County" and the Town of *Sample*, municipal corporation organized and existing under the laws of the State of New York, with its principal place of business being located at, hereinafter called "Town".

WITNESSETH:

That for and in consideration of payment and agreements hereinafter mentioned:

1. The County agrees to perform certain work and furnish certain materials for the Town as follows:

The County will furnish labor, machinery and materials required to stripe Town roads. The Town of *SAMPLE* will supply all supervision to stripe Town roads. The Town of _____ shall reimburse the County for labor, machinery and materials used.

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

Oneida County - Town/Village Pavement Marking Agreement 2011

highways covered by this agreement or any other allegations of negligent acts of commission or omission attributable to the Town.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

(Seal)

By _____

Anthony J. Picente, Jr., County Executive

TOWN OF

(Seal)

By _____

Supervisor

APPROVED AS TO FORM _____

ONEIDA COUNTY ATTORNEY

Oneida County - Town/Village Pavement Marking Agreement 2011

THIS AGREEMENT, entered into this ____ day of _____ 20__ by and between the **COUNTY OF ONEIDA**, by and through the Department of Public Works, with its offices located at 6000 Airport Road, Oriskany, New York, hereinafter called "County" and the Village of *Sample*, municipal corporation organized and existing under the laws of the State of New York, with its principal place of business being located at, hereinafter called "Village".

WITNESSETH:

That for and in consideration of payment and agreements hereinafter mentioned:

1. The County agrees to perform certain work and furnish certain materials for the Village as follows:

The County will furnish labor, machinery and materials required to stripe Village roads. The Village of *SAMPLE* will supply all supervision to stripe Village roads. The Village of _____ shall reimburse the County for labor, machinery and materials used.

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

Oneida County - Town/Village Pavement Marking Agreement 2011

highways covered by this agreement or any other allegations of negligent acts of commission or omission attributable to the Village.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

(Seal)

By _____

Anthony J. Picente, Jr., County Executive

VILLAGE OF

(Seal)

By _____

Mayor

APPROVED AS TO FORM _____

ONEIDA COUNTY ATTORNEY

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) 793-6221 Fax: (315) 768-6299

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

March 21, 2011

RE: 2011 TOWN/VILLAGE PAVEMENT MARKING AGREEMENTS HAVE BEEN SENT TO THE FOLLOWING TOWNS & VILLAGES WITH SPECIFIED STIPULATIONS:

Town of Annsville	Reimburse for labor, machinery & materials
Town of Deerfield	Reimburse for labor, machinery & materials
Town of Kirkland	Reimburse for materials and mows 24.29 miles of County Highways
Town of Marcy	Reimburse for materials and ditch 40 hrs. on County Highways
Town of New Hartford	Reimburse for materials and ditch 40 hrs. on County Highways
Town of Paris	Reimburse for labor, machinery & materials
Town of Remsen	Reimburse for labor, machinery & materials
Town of Sangerfield	Reimburse for labor, machinery & materials
Town of Verona	Reimburse for labor, machinery & materials
Town of Westmoreland	Mow 40 miles of County Rds & ditch 20 hrs. on County highways
Village of Holland Patent	Reimburse for labor, machinery & materials
Village of New York Mills	Reimburse for labor, machinery & materials
Village of Prospect	Reimburse for labor, machinery & materials
Village of Remsen	Reimburse for labor, machinery & materials
Village of Sylvan Beach	Reimburse for labor, machinery & materials
Village of Whitesboro	Reimburse for labor, machinery & materials
Village of Yorkville	Reimburse for labor, machinery & materials

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

March 21, 2011

FN 20 11 130

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

PUBLIC WORKS

WAYS & MEANS

RE: Inter-municipal Shared Services

Dear County Executive Picente:

The County has been sharing services and equipment with its sister municipalities for several years now. As we approach the expiration date of the current Shared Services Agreement, the various highway superintendents have expressed their wish to have a form of the agreement that can be used by them in sharing services with not only the County but their fellow municipalities as well.

I have asked the Law Department to fashion an agreement in keeping with that intent and I enclose herewith for your review and submission to the Board of Legislators the proposed Inter-municipal Shared Services and Equipment Agreement.

Each of the municipalities whose governing boards accept and sign this agreement will be bound by the terms and conditions thereof.

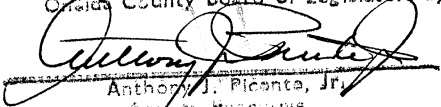
I respectfully request that this proposed Shared Services and Equipment Agreement be forwarded to the Board for their approval.

Thank you.

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 3/28/11

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Public Works

Title of Activity or Service: Inter-municipal Shared Services and Equipment Master Agreement

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description: Proposed Inter-municipal Shared Services and Equipment Master Agreement with various municipalities that mutually agree to share services, exchange, borrow or lend materials, machinery or equipment for a period of five (5) years.

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

INTER-MUNICIPAL SHARED SERVICES AND EQUIPMENT MASTER AGREEMENT

THIS AGREEMENT entered into the _____ day of _____ 2011, by, between and among each of the undersigned municipalities who, with the consent of their respective governing boards, have agreed to participate in a County-wide, inter-municipal shared services and equipment arrangement as set forth below.

WITNESSETH

WHEREAS, the undersigned municipalities wish to join with the County and/or each other in sharing certain highway machinery, tools and equipment and services related to same, and

WHEREAS, the sharing of such equipment and services will promote and assist the maintenance of County, City, Town and Village roads and highways and transportation infrastructure and provide a cost savings for the municipality's respective taxpayers,

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the County and the Town agree as follows:

1. DEFINITIONS

For the purposes of this contract, the following terms shall be defined as follows:

- a. "Municipality" shall mean the County of Oneida and any town, village or city which has agreed to be bound by the terms of the contract herein for shared services or equipment and has filed a fully executed copy of said contract with the respective clerk of the undersigned Town. Each party shall be identified as either "lending municipality" or "borrowing municipality"
- b. "Shared Services" shall mean any service provided by one municipality to another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to the following:
 - i. the renting, exchanging or lending of highway machinery, tools and equipment, with or without operators;
 - ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value from the borrower through the provision of a service by the borrower or by the borrower's lending of its own equipment, the value of such being equal to the value of the borrowed supplies;
 - iii. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service or a service of equal use and value, in exchange;
 - iv. the maintenance of machinery and equipment by a municipality for other municipalities.

- c. "Superintendent" shall mean, in the case of the County, the Deputy Commissioner of Public Works, Division of Highways and Bridges or his/her designee; in the case of a town, the Town Superintendent of Highways; in the case of a village or city, the Superintendent or Commissioner of Public Works.
2. Any municipality, by signing this agreement, grants the authority to its superintendent to enter into any shared services or equipment arrangements with the other undersigned participating municipalities subject to the following terms and conditions:
 - a. The municipalities mutually agree to rent, exchange or borrow any and all materials, machinery or equipment, with or without operators, which either may have or need for the purposes of sharing services under the terms of this agreement. The determination as to whether such machinery, with or without operators, can be provided or is needed by the undersigned municipality shall be made by their respective superintendents. The value of materials or supplies borrowed by one municipality from another municipality under this agreement may be returned in the form of similar types and amounts of materials and supplies or by the supplying of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
 - b. The undersigned municipalities agree to rent, exchange or lend any and all materials, machinery and equipment, with or without operators, which either municipality may need for its public purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the respective superintendents. In the event that a municipality's superintendent shall determine that it would be in the best interests of that municipality to lend machinery or equipment to another municipality, then the lending superintendent is hereby authorized to lend machinery or equipment to such borrowing municipality. The value of supplies or materials loaned to a borrowing municipality may be returned to the lending municipality by the borrowing municipality in the form of similar types and amounts of materials or supplies or by the use of equipment or rendering of services of equal value, such value to be determined by the respective superintendents.
 - c. Each borrowing municipality agrees to repair and maintain the machinery and equipment of the lending municipality under terms that shall be agreed upon by the respective superintendents.
 - d. An operator of equipment or machinery to be rented or loaned by one municipality to another municipality shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. The manner in which the machinery or equipment is operated shall be determined by the properly trained, licensed and qualified operator of the lending municipality's machinery or equipment.

- e. When receiving the services of a lending municipality's operator of such municipality's machinery or equipment, the borrowing superintendent shall make no request of the operator which would be inconsistent with any labor agreements of the operator's employer-municipality. All machinery, equipment and the operator from the lending municipality, for purposes of Worker's Compensation, liability and any other relationships with third parties, shall be deemed to be the machinery, equipment and the employee of the lending municipality.
 - f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by a lending municipality operator. The borrowing municipality shall indemnify, hold harmless and defend the lending municipality from all damages and injuries arising out of the borrowing municipality's operation of the machinery or equipment loaned herein.
 - g. The lending municipality and the borrowing municipality shall remain fully responsible for their own employees, including but not limited to salary, insurance, benefits and Worker's Compensation.
 - h. Notwithstanding anything to the contrary, nothing contained herein shall be construed to preclude a municipality from entering into a shared services agreement between themselves and another municipality containing terms other than those set forth in this paragraph.
3. The renting, borrowing or leasing, repairing or maintaining of any particular piece of lending municipality equipment or machinery or the exchanging or borrowing of lending municipality's materials or supplies or the providing of a specific service by the lending municipality shall be evidenced by the signing and forwarding of a written request memorandum by the borrowing superintendent to the lending municipality. Such written request memorandum may be delivered to the lending municipality by mail, personal delivery, facsimile machine or any other method of transmission agreed upon by the parties.
4. In the event that any shared services arrangement is made without a written request memorandum at the time of receipt of the shared service, the superintendent receiving the shared services shall, within five (5) days of the receipt of such service, send to the lending municipality a memorandum identifying the type, time, date of the acceptance of the shared service. In the event such shared service related to or included any lending municipality's materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery of same.
5. In the event that a borrowing municipality wishes to rent machinery or equipment from a lending municipality or, in the event that a municipality wishes to determine the value of such rental for the purposes of exchanging services with the lending municipality or setting a comparable value, then it is agreed that such value of the shared service shall be set forth in the written request memorandum.

6. In the event that the machinery or equipment, being operated by an employee of the lending municipality, is damaged or otherwise in need of repair as a result of being used by a borrowing municipality, the lending municipality shall be responsible to make or pay for such damage or repairs. In the event that the machinery or equipment is being operated by an employee of the borrowing, receiving or renting municipality, then such borrowing, receiving or renting municipality shall be responsible to make or pay for such repairs.
7. Both the lending municipality and the borrowing municipality shall maintain records setting forth the details of all rentals, exchanges, borrowing, repairs and maintenance and other shared services. Such records shall be made available for inspection by any municipality sharing services with the County.
8. In the event that a dispute may arise relating to the repair, maintenance or the shared service itself, such dispute may be resolved through mediation or arbitration.
9. Any municipality which is a party to this agreement may revoke such agreement by filing a notice of such revocation with the other municipality appearing hereon. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.
10. Any action taken by the superintendents pursuant to the provisions of this agreement shall be consistent with the public duties of such officials and any expenditures incurred shall not exceed the amounts set forth in the lending municipality's and borrowing municipality's budgets for highway purposes.
11. A record of the borrowing municipality's participation in the shared services provided for under this agreement shall be kept by the respective superintendents and a statement thereof, prepared in a manner satisfactory to the governing board of such participating municipality, shall be submitted to the lending and borrowing superintendents upon request.
12. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified, in writing, by the participating municipalities to the extent necessary to make the contract provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect.
13. This contract may be reviewed each year by the respective governing boards of the participating municipalities and shall expire five (5) years from the date of its signing by the respective chief executive officer of a participating municipality. The governing boards of said participating municipalities may elect to extend or renew this agreement at the termination thereof for another five (5) year period.

14. Copies of this contract shall be sent to each superintendent of each of the participating municipalities. No shared service shall be conducted by and between the participating municipalities unless the respective superintendents of such participating municipality have signed this Shared Services and Equipment Agreement and sent a copy of same to his or her respective municipal clerk and governing board.
15. Each of the undersigned parties, with the consent of their respective governing boards, agrees to conduct their shared services and equipment activities with and between the other participating municipalities in compliance with the terms and conditions set forth in this Shared Services Agreement.

IN WITNESS WHEREOF, each of the undersigned municipalities within the County of Oneida has, by authority granted by its governing board, caused the signature of its Chief Executive Officer and Superintendent to appear hereon and the seal of such municipality to be affixed hereto.

Town of _____

By _____
Name:
Title:

County of Oneida County

By: _____
Oneida County Executive

Approved as to form only



Oneida County Attorney

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

FN 20 11 - 131

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

March 23, 2011

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

Attached are sample copies of our mowing agreements that Oneida County has with various Towns and the City of Rome to mow County roads within their municipality. I have also included a chart with the breakdown of mileage, payments/and or trade for payment for the towns interested in the agreements.

Under the proposed Mowing Agreement, the municipalities will receive \$325 per mile (with use of County equipment), \$375 a mile (with use of their mower) and \$375 a mile (trade of service for 1993 Ford tractors, deducted from total payment)

We have eight (8) 1993 Ford tractors that we loan every year to the same Towns to mow the County roads; we will not replace these tractors in our inventory and are offering the Towns as a trade for service by them (\$3500 each) through mowing our roads and deducting this cost from the total payment. The attached chart shows these breakdowns. This is a great opportunity for the Towns and allows us to surplus old equipment that would be retired within the next 2 to 3 years.

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

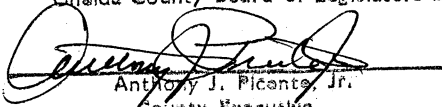
Thank you in advance for your consideration.

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 3/28/11

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Towns in Oneida County

Title of Activity or Service: Roadside Mowing for 2011 Season (May 2011 to September 2011)

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services: Towns mow County roads per agreement.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: \$119,524.75

Oneida County Department Funding Recommendation:

Account # D5110.495

Proposed Funding Source: Federal _____ State _____ County \$119,524.75

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. The language in most of the agreements is the same with exception of the rate per miles (\$325 per mile using County mower and \$375 without mower and \$375 a mile (trade of service for 1993 Ford tractors, deducted from total payment. The miles of County highways in each Town differs and some towns trade mowing services for striping on Town roads.

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the County of Oneida, hereinafter called "County" acting through Brian N. Scala, Deputy Commissioner, Oneida County DPW, and the Town of SAMPLE, 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 some machinery and labor therefore and to keep Right of Way portions of the highway mowed in accordance with the rules and regulations as set forth by the County and which are made a part of this contract for the summer season dating from May 2011 through September 2011.

It is further agreed that the Town Board of said Town by resolution accepts the proposal of the County of Oneida for roadside mowing on the improved County Road System of said Town with the additions noted hereunder; a total of XXX miles for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to mow County roads within the Town of SAMPLE, and the County agrees to furnish the tractor with mower that is to be operated by a town employee. The County agrees to reimburse the Town for labor and expenses at \$325.00 per mile, the total cost not to exceed \$XXX.

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 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 of any other allegations of negligent acts of commission or omission attributable to the County. The Town is responsible for the upkeep of the tractor-mower. The County makes no warranty of fitness or usability with regard to loaned equipment. During the time said equipment is in possession of the Town of SAMPLE, said equipment shall be added to such Town's list of property insured by that municipality.

ADDITIONS

IT IS FURTHER AGREED that the Town will mow said roadsides a total of three times as specified below:

1. The first shall be one pass to the ditch and around all intersections and driveways.
2. The second shall include all of the County Right of Way where practical.
3. The third pass shall be optional and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass will be determined by the Commissioner of Highways and Bridges.

COUNTY OF ONEIDA

TOWN OF SAMPLE

BY: _____
Brian N. Scala, Deputy Commissioner
Oneida County DPW

BY: _____
Supervisor

BY: _____
Highway Supt.

COUNTY OF ONEIDA

Approved As To Form
ONEIDA COUNTY ATTORNEY

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

By _____

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the County of Oneida, hereinafter called "County" acting through Brian N. Scala, Deputy Commissioner, Oneida County DPW, and the City of SAMPLE, County of Oneida, State of New York.

WITNESSETH: that for the consideration and upon the terms and conditions hereinafter provided, the City agrees to furnish some machinery and labor therefore and to keep Right of Way portions of the highway mowed in accordance with the rules and regulations as set forth by the County and which are made a part of this contract for the summer season dating from May 2011 through September 2011.

It is further agreed that the Council of said City by resolution accepts the proposal of the County of Oneida for roadside mowing on the improved County Road System of said City with the additions noted hereunder; a total of XX.XX miles for the consideration and upon the terms and conditions hereinafter provided, the City agrees to mow County roads within the City of SAMPLE, and the County agrees to reimburse the City of SAMPLE for labor and equipment at \$375.00 per mile, the total cost not to exceed XXXXXX.

The City further shall save the County from all Claims for labor or materials used in the Cities performance under this Contract. The City 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 City in their performance under the terms of this agreement, but the City 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 of any other allegations of negligent acts of commission or omission attributable to the County. The City is responsible for the upkeep of the tractor-mower. The County makes no warranty of fitness or usability with regard to loaned equipment. During the time said equipment is in possession of the City of SAMPLE, said equipment shall be added to such Cities list of property insured by that municipality.

ADDITIONS

IT IS FURTHER AGREED that the City will mow said roadsides a total of three times as specified below:

1. The first shall be one pass to the ditch and around all intersections and driveways.
2. The second shall include all of the County Right of Way where practical.
3. The third pass shall be optional and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass will be determined by the Commissioner of Highways and Bridges.

COUNTY OF ONEIDA

BY: _____
Brian N. Scala, Deputy Commissioner
Oneida County DPW

COUNTY OF ONEIDA

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

CITY OF SAMPLE

BY: _____
Mayor

BY: _____
Commissioner of Public Works

Approved As To Form
ONEIDA COUNTY ATTORNEY

By _____

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the County of Oneida, hereinafter called "County" acting through Brian N. Scala, Deputy Commissioner, Oneida County DPW, and the Town of SAMPLE, 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 some machinery and labor therefore and to keep Right of Way portions of the highway mowed in accordance with the rules and regulations as set forth by the County and which are made a part of this contract for the summer season dating from May 2011 through September 2011.

It is further agreed that the Town Board of said Town by resolution accepts the proposal of the County of Oneida for roadside mowing on the improved County Road System of said Town with the additions noted hereunder; a total of XXX miles for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to mow County roads within the Town of SAMPLE, and the County agrees to furnish the tractor with mower that is to be operated by a town employee. The County agrees to reimburse the Town for labor and expenses at \$375.00 per mile, minus the cost of a used 1993 Ford Wheel Tractor and mower, valued at \$3500.00 (this will only offered in year 2011), with the total cost not to exceed \$XXX.

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 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 of any other allegations of negligent acts of commission or omission attributable to the County. The Town is responsible for the upkeep of the tractor-mower. The County makes no warranty of fitness or usability with regard to loaned equipment. During the time said equipment is in possession of the Town of SAMPLE, said equipment shall be added to such Town's list of property insured by that municipality.

ADDITIONS

IT IS FURTHER AGREED that the Town will mow said roadsides a total of three times as specified below:

1. The first shall be one pass to the ditch and around all intersections and driveways.
2. The second shall include all of the County Right of Way where practical.
3. The third pass shall be optional and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass will be determined by the Commissioner of Highways and Bridges.

COUNTY OF ONEIDA

TOWN OF SAMPLE

BY: _____
Brian N. Scala, Deputy Commissioner
Oneida County DPW

BY: _____
Supervisor

BY: _____
Highway Supt.

COUNTY OF ONEIDA

Approved As To Form
ONEIDA COUNTY ATTORNEY

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

By _____

2011 Roadside Mowing Costs

Town	County Centerline Miles	Rate per mile	Cost	(Minus Tractor)	County ID #	Final Cost
ANNSVILLE	16.95	375	\$ 6,356.25	(\$3,500)	#4037	2,856.25
AUGUSTA	11.41	375	\$ 4,278.75			4,278.75
AVA	15.76	375	\$ 5,910.00	(\$3,500)	#4049	2,410.00
BOONVILLE	17.86	Not Interested				
BRIDGEWATER	13.39	375	\$ 5,021.25			5,021.25
CAMDEN	24.43	375	\$ 9,161.25	(\$3,500)	#4047	5,661.25
DEERFIELD	17.82	375	\$ 6,682.50	(\$3,500)	#4014	3,182.50
FLORENCE	26.22	Not Interested				
FLOYD	27.28	375	\$ 10,230.00			10,230.00
FORESTPORT	15.37	Not Interested				
KIRKLAND	24.29	Trade for Striping				Trade for Strip
LEE	23.04	375	\$ 8,640.00			8,640.00
MARCY	26.30	375	\$ 9,862.50			9,862.50
MARSHALL	24.02	375	\$ 9,007.50			9,007.50
NEW HARTFORD	20.48	325	\$ 6,656.00		#4075	6,656.00
PARIS	27.33	375	\$ 10,248.75	(\$3,500)	#4011	6,748.75
REMSEN	21.06	Not Interested				
ROME	17.37	375	\$ 6,513.75			6,513.75
SANGERFIELD	14.82	375	\$ 5,557.50	(\$3,500)	#4038	2,057.50
STEUBEN	22.60	375	\$ 8,475.00	(\$3,500)	#4021	4,975.00
TRENTON	27.94	Not Interested				
VERNON	22.24	375	\$ 8,340.00			8,340.00
VERONA	34.50	375	\$ 12,937.50			12,937.50
VIENNA	18.98	375	\$ 7,117.50			7,117.50
WESTERN	17.41	375	\$ 6,528.75	(\$3,500)	#4050	3,028.75
WESTMORELAND	36.28	Trade for Striping				
WHITESTOWN	28.16	Not Interested				
Total			\$147,524.75	(\$28,000)		119,524.75
	23-Mar-11					

Recd 3/25/11 @ 10:00 am

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

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

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

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar

March 16, 2011

FN 20 11-132

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

PUBLIC SAFETY

WAYS & MEANS

Re: Ignition Interlock Monitoring Program
A3140.413/Revenue Acct.: A3310

Dear Mr. Picente:

Enclosed is a Contract from DCJS wherein they would reimburse us for our efforts to ensure convicted DWI Offenders have Ignition Interlock devices installed on their vehicles and then monitored by our staff. This funding totals \$45,290.00 and is for one year from 10/1/2010 through 9/30/2011.

I do not anticipate this reimbursement will continue after that date and this law will result in yet another unfunded mandate.

Nevertheless, we should take advantage of their offer. Please electronically sign this document and alert my office so we can begin sending Vouchers.

Your support of our programming continues to be appreciated.

Thank you.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/11

DT:kas
Enclosures

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Mandated Ignition Interlock Monitoring Services – Due to a new 2010 law all DWI convictions require the installation of an Ignition Interlock device and compliance monitoring. To assist localities DCJS is offering reimbursement for the first year to cover some of the expenses.

Proposed Dates of Operation: 10/1/10 – 9/30/11

Client Population/Number to be Served:

Total Funding Requested: DCJS through a formula estimating how many offenders we will work with during the Contract period that Oneida County qualifies for \$45,290.00 reimbursement. This figure will be affected by the real number of clients which we fully expect to have hooked up and monitor.

Oneida County Dept. Funding Recommendation: Therefore, we respectfully request the County approve this Contract as we are doing the work with existing staff.

<u>STATE AGENCY</u> Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	<u>NYS COMPTROLLER'S NUMBER:</u> T523418 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> GTSC Ignition Interlock Device Monitoring Program <u>DCJS NUMBERS:</u> II10523418 <u>CFDA NUMBERS:</u>
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000	<u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2010 TO 09/30/2011 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$45,290.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify) Appendix B-1 Performance Budget
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
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: _____	
<u>ATTORNEY GENERAL'S SIGNATURE</u> Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

**APPROVED AS TO FORM ONLY
 ONEIDA COUNTY ATTORNEY**

BY *Raymond Barone*
 COUNTY ATTORNEY

Project No.

Grantee Name

II11-1030-D00

Oneida County

03/15/2011

AGREEMENT

**STATE OF NEW YORK
AGREEMENT**

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II11-1030-D00

Oneida County

03/15/2011

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, licenser, 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

GTSC Ignition Interlock Device Monitoring Program

Project No.

Grantee Name

II11-1030-D00

Oneida County

03/15/2011

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.

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:

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 approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract 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 approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. 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.

VER:05/05/10

Certified by - on

Award Contract

GTSC Ignition Interlock Device Monitoring Program

Project No.

Grantee Name

II11-1030-D00

Oneida County

03/15/2011

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Ignition Interlock Device Sentences Received	1	\$45,290.00	\$45,290.00	\$45,290.00	\$0.00
Total				\$45,290.00	\$45,290.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$45,290.00	\$45,290.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$45,290.00	\$45,290.00	\$0.00

Award Contract

GTSC Ignition Interlock Device Monitoring Program

Project No.

Grantee Name

II11-1030-D00

Oneida County

03/15/2011

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 and 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.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, 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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Certified by - on

Award Contract

GTSC Ignition Interlock Device Monitoring Program

Project No.

Grantee Name

II11-1030-D00

Oneida County

03/15/2011

APPENDIX D - Work Plan

Goal

To enhance public safety by engaging in Breath Alcohol Ignition Interlock Device (BAIID) monitoring activities for adult DWI offenders who have been sentenced, pursuant to Chapter 496 of the 2009 Laws of New York State, and whose sentence requires the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Objective #1

To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after August 15, 2010, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Task #1 for Objective #1

Designated oversight agencies in Oneida County will receive sentencing orders from the criminal courts pertaining to adult DWI-related offenders who, as a condition of their sentence, must install and maintain a BAIID in each vehicle owned or operated by the offender and initiate monitoring activities.

Performance Measure

- 1 The number of Probation and/or Conditional Discharge sentencing orders having BAIID-related conditions received by the county's designated BAIID monitor(s) from all criminal courts within Oneida County.

Task #2 for Objective #1

To coordinate the reimbursement for Breath Alcohol Ignition Interlock Device (BAIID) court orders received for designated oversight agencies within Oneida County.

Performance Measure

- 1 The grantee will receive the quarterly reporting form entitled "MONITORS' REPORT OF IGNITION INTERLOCK DEVICE SENTENCES RECEIVED" which should be submitted in spreadsheet format. This form will provide the DCJS Office of Probation and Correctional Alternatives with basic data as to the monitoring services provided and will also be the basis upon which reimbursement claims are made. Offenders should only be entered in one quarterly report - cases which receive monitoring services subsequent to that initial entry should NOT be entered on subsequent quarterly reports.

- 2 During the reporting period for each quarter of the contract year, Oneida County will submit the required fiscal paperwork including vouchers and supporting documentation to the Finance Office of the Division of Criminal Justice Services and upon receipt of reimbursement funds distribute them to the designated agencies.

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

I111-1030-D00

Oneida County

03/15/2011

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**

OPCA Special Conditions Notwithstanding any other provisions of the AGREEMENT, the following Special Conditions are incorporated into the AGREEMENT between the parties as though set forth in its entirety therein and shall, with the exception of the provision of Appendix A "Standard Clauses for New York State Contracts", be controlling. A not for profit organization operating on a multi-year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u. For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT. A. PROGRAM SERVICES 1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE. 2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT. B. TERMINATION 1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent. 2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted. 3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan. 4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT. 5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time. 6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY 1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and

disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE. 2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

D. FUNDING 1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable. 2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. In addition to the four (4) progress reports in Appendix A-1 which are required, for purposes of this grant award, the CONTRACTOR shall submit quarterly reports and PROGRAM data involving receiving logs (Monitors, Report of Ignition Interlock Device Sentencing Orders Received form), to OPCA at iidreports@dcjs.state.ny.us as follows: October 1st through December 31st - DUE January 30th January 1st through March 31st - DUE April 30th April 1st through June 30th - DUE July 30th July 1st through September 30th - DUE October 30th Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT. 3. A not for profit organization operating on a multi-year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u. 4. Vouchers and supporting documentation should be sent to: NYS Division of Criminal Justice Services Office of Finance 4 Tower Place Albany, NY 12203 5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

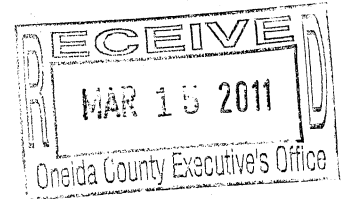
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline
Steven P. Feiner

FN 20 11 - 133

PUBLIC SAFETY
WAYS & MEANS

March 9, 2011

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



Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following supplemental appropriation within the District Attorney's Law Enforcement cost center to purchase six laptops computers, as well as the software, for my office:

TO:

A1162.212 Law Enforcement, Computer Hardware	\$5,800
A1162.492 Law Enforcement, Computer Software & Licenses	\$4,000

This supplemental appropriation will be fully funded by:

A1207 Law Enforcement, Approp. F.B. Year Forfeitures	\$9,800.
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This 2011 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

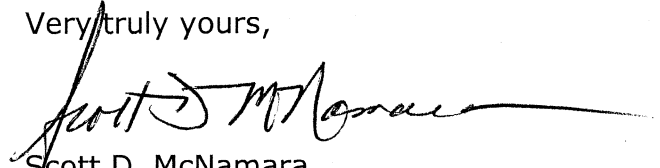
At your earliest convenience, please submit this request to the Board of Legislators for their approval.

The Honorable Anthony J. Picente, Jr.
March 9, 2011
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

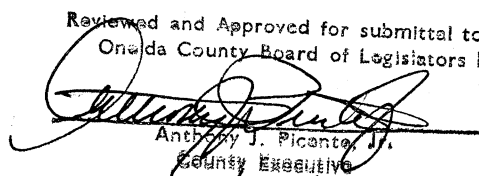


Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. David J. Wood, Majority Leader
Hon. Patricia A. Hudak, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

**ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY**

**Scott D. McNamara
District Attorney**

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**Dawn Catera Lupi
First Assistant**

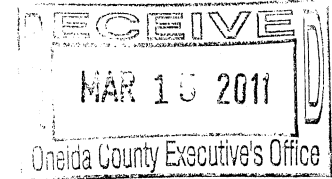
Robert L. Bauer
Michael R. Nolan
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John J. Raspante
Joshua L. Bauer
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Christopher D. Hameline
Steven P. Feiner

FN 20 11-134

**PUBLIC SAFETY
WAYS & MEANS**

March 10, 2011

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



Dear Mr. Picente:

The Oneida County District Attorney's Office was successful in obtaining a grant from the New York State Division of Criminal Justice Services. The grant is in the amount of \$79,200.00. The grant money will be used by the District Attorney's Office for continuation of the Crimes Against Revenue Program (CARP). The program will provide effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues. There are no matching county funds required.

By this letter, I am hereby requesting a supplemental appropriation in the amount of \$79,200.00 for the 2011 fiscal year to be appropriated as follows:

TO:

A – A1165.109 – Salaries, Other Part-time Confidential Investigator	\$15,000.00
A – A1165.830 – Social Security (7.65%)	\$3,033.00
A – A1165.840 – Workers Compensation (2.20%)	
A – 1165.850 – Unemployment Insurance (0.25%)	
A – A1165.495130 – Crimes Against Revenue Grant Expenditures	\$61,167.00
\$49,140.00 – Confidential Forensic Auditor	
\$8,000.00 – Equipment (Laptop Computers, Color Printer, Scanner)	
\$1,027.00 – Supplies (Printer Cartridges, etc.)	
\$3,000.00 – Travel for Investigation and Training	

The Honorable Anthony J. Picente, Jr.
March 10, 2011
Page Two

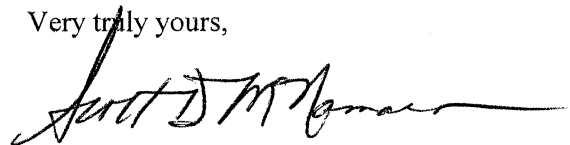
This supplemental appropriation is fully supported by unanticipated revenue in:

RA – A3047 – Crimes Against Revenue Grant \$79,200.00

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

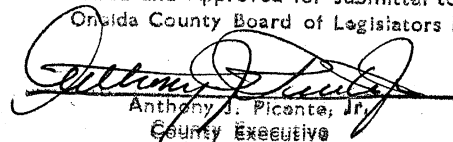


Scott D. McNamara
Oneida County District Attorney

SDM/jb

cc: Hon. Gerald J. Fiorini, Chairman
Hon. David J. Wood, Majority Leader
Hon. Patricia A. Hudak, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

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Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline
Steven P. Feiner

Rec'd 3/25/11 @ 10:00am

March 1, 2011 FN 20 11 - 135

PUBLIC SAFETY

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

WAYS & MEANS

Dear Mr. Picente:

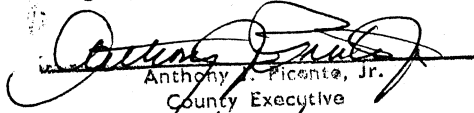
Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$79,200.00. The grant period is from January 1, 2011 through December 31, 2011. Matching funds are not required.

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.

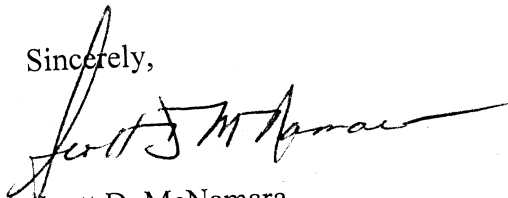
Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive

Date 3/25/11

Sincerely,



Scott D. McNamara
Oneida County District Attorney

SDM/jb
Enc.

Oneida County District Attorney

Competing Proposal: JL

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:
Oneida County District Attorney

Title of Activity or Service:
Crimes Against Revenue Program (CARP)

Proposed Dates of Operation:
01/01/2011 – 12/31/2011

Client Population/Number to be Served:

Summary Statements:

- 1) **Narrative Description of Proposed Services**
Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will provide effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes).
- 2) **Program/Service Objectives and Outcomes:**
- 3) **Program Design and Staffing**

Total Funding Requested:
\$79,200.00

Account #: A3047
A1165.495130

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):
\$79,200.00 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: 01/01/11
To: 12/31/11

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$79,200.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

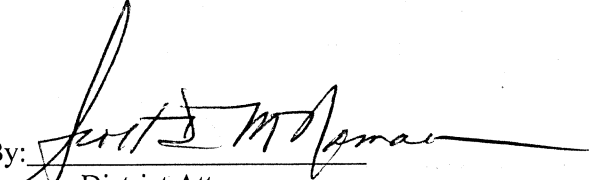
\$ 1 Million

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.

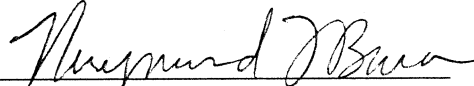
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
District Attorney

Approved as to form

By: 
Oneida County Attorney

<p>STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: C108367 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: Crimes Against Revenue DCJS NUMBERS: CR10108367 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2011 TO 12/31/2011 FUNDING AMOUNT FROM INITIAL PERIOD: \$79,200.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (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>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Crimes Against Revenue

Award Contract**Project No.**

CR10-1021-E00

Grantee Name

Oneida County

03/01/2011

AGREEMENT**STATE OF NEW YORK
AGREEMENT**

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

Award Contract

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

Crimes Against Revenue

Award Contract

Project No.

CR10-1021-E00

Grantee Name

Oneida County

03/01/2011

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

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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

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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 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.

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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

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Crimes Against Revenue

Award Contract

Project No.
CR10-1021-E00

Grantee Name
Oneida County

03/01/2011

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.

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:

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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 approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract 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 approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. 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;

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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

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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

Award Contract

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.

Award Contract

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

Award Contract

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

Crimes Against Revenue

Award Contract
Project No.
 CR10-1021-E00

Grantee Name
 Oneida County

03/01/2011

APPENDIX B - Budget Summary by Participant

Oneida County
 Oneida County District Attorney's Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Part-time Confidential Investigator (\$16.48/hour x 910 hours)	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
Total				\$15,000.00	\$15,000.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe for part-time Confidential Investigator: Includes Unemployment, Social Security, Workers' Compensation, Medicare, Retirement	1	\$3,033.00	\$3,033.00	\$3,033.00	\$0.00
Total				\$3,033.00	\$3,033.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Confidential Forensic Auditor (2 @ \$27/hr. x approx. 910 hrs. each)	2	\$24,570.00	\$49,140.00	\$49,140.00	\$0.00
Total				\$49,140.00	\$49,140.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Laptop Computers	3	\$2,000.00	\$6,000.00	\$6,000.00	\$0.00
2	High Volume Color Printer	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
3	High Speed / High Volume Scanner w/ document feeder	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Total				\$8,000.00	\$8,000.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies including printer cartridges for CARP dedicated printer	1	\$1,027.00	\$1,027.00	\$1,027.00	\$0.00
Total				\$1,027.00	\$1,027.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel for Investigation and Training	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Total				\$3,000.00	\$3,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$79,200.00	\$79,200.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$79,200.00	\$79,200.00	\$0.00

Award Contract

Crimes Against Revenue

Award ContractProject No.
CR10-1021-E00Grantee Name
Oneida County

03/01/2011

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 and 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.

3/1/2011

Award Contract

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.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, 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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Certified by - on

Award Contract

Crimes Against Revenue

Award ContractProject No.
CR10-1021-E00Grantee Name
Oneida County

03/01/2011

APPENDIX D - Work Plan**Goal**

To facilitate the effective investigation and prosecution of crimes that have an adverse effect on government revenues.

Objective #1

Develop an effective enforcement strategy (¿strategic plan¿) in collaboration with the State Department of Tax and Finance (¿DTF¿) in order to realize, prosecute and deter revenue crimes.

Task #1 for Objective #1

Identify revenue areas on which to focus in the coming year, including fraudulent conduct by tax professionals, personal income tax and sales tax fraud.

Performance Measure

- 1 Provide a response to any referrals by DTF, including whether the case will be investigated, prosecuted or the reasons for declining to do the same.

Objective #2

Conduct effective investigations of revenue crimes.

Task #1 for Objective #2

Train staff to consider whether cases implicate government revenue interests and when to conduct investigations in connection with DTF to vindicated those interests.

Performance Measure

- 1 Report on the number of staff assigned to CARP as well as the number of staff that have been trained, including whether such employees have received annual CARP training from DTF or have attended annual CARP conferences put on by DCJS, DOL, Insurance and NYPTI.

Task #2 for Objective #2

Undertake appropriate investigations of matters arising from agency referrals and/or self-generated.

Performance Measure

- 1 Report on the number of cases investigated and the number of cases indicted.

Objective #3

Conduct effective prosecution of revenue crimes.

Task #1 for Objective #3

Effectively prosecute appropriate crimes against revenue.

Performance Measure

- 1 Report on the number of persons charged and the nature of the charges.
- 2 Report on the cases that resulted in a conviction as well as those that were disposed of without a conviction, articulating the disposition and sentence of each case.

3 Report on the revenue ordered as a result of the final disposition in each case.

Task #2 for Objective #3

Achieve appropriate civil settlements in lieu of or as part of a overall settlement in a criminal case.

Performance Measure

1 Report on total civil recoveries collected as a direct result of revenue crime investigations and/or prosecutions.

Task #3 for Objective #3

Promote public awareness of enforcement efforts so as to foster voluntary compliance.

Performance Measure

1 Publicize appropriate and noteworthy prosecutions in an effective manner and in cooperation with other relevant State agencies.

Task #4 for Objective #3

Ensure that all staff funded by CARP work exclusively on program objectives, initiatives and cases. CARP revenues are intended to be used to fund prosecutorial resources which are devoted exclusively for CARP purposes.

Performance Measure

1 File an annual certification with DCJS that all CARP funds were used to fund only full-time equivalents and non-personal services in furtherance of CARP objectives.

Award Contract

Crimes Against Revenue

Award ContractProject No.
CR10-1021-E00Grantee Name
Oneida County

03/01/2011

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 ConditionsAPPENDIX 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 of 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.

The District Attorney shall submit a completed "Part A" of the Indictment and Prosecution Report 1020 form, to the Division of Criminal Justice Services, Felony Processing Unit, for each defendant, within 15 days of grand jury action or the filing of a superior court information.

The District Attorney shall submit a completed "Part B" of the Indictment and Prosecution Report, 1020 form, to the Division of Criminal Justice Services, Felony Processing Unit, for each defendant, within 15 days following pronouncement of sentence (if the defendant was convicted of any count in the indictment or superior court information) or the final disposition (if the defendant was not convicted of any counts in the indictment).

The District Attorney shall mark the appropriate box (ATP/TCI cases) on Indictment and Prosecution Report, 1020 form submitted to the Division of Criminal Justice Services, Felony Processing to identify those cases that are Aid to Prosecution funded cases.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows:

Four (4) progress reports for contracts of \$100,000 or more

Two (2) progress reports for contracts between \$1 and \$99,999

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.

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.

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

3/1/2011

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.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

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.

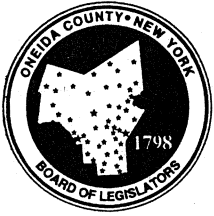
Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

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.

Participating police departments receiving IMPACT funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

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.



ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 798-5900 ♦ Home Phone: 337-9045

FN 20 11 136

March 29, 2011

COURTS, LAWS & RULES

Board of Legislators
800 Park Ave
Utica, NY 13501

WAYS & MEANS

Honorable Members:

I am forwarding for your consideration the recommendations from the Charter Review Committee. The recommendations contain a number of technical corrections, which will modernize the Charter and Administrative Code. The only recommendation that is not included is the reduction in the size of the Board which is currently being considered by the Reapportionment Committee.

Due to the size of the document, which contains 198 pages, I am not including it in the printed version of Communications. It is however available on the Board's website, and can be emailed to you if you so wish. If you are unable to receive it electronically, please contact Mike Billard at 798-5404 for a hard copy.

Thank you in advance.

Sincerely,

Gerald J. Fiorini
Chairman

**INTRODUCTORY
NO.**

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY:
2ND BY:**

**RE: LOCAL LAW ENACTING CERTAIN TECHNICAL, GRAMMATICAL AND
PROCEDURAL AMENDMENTS TO THE ONEIDA COUNTY CHARTER AND THE
ONEIDA COUNTY ADMINISTRATIVE CODE**

Legislative Intent: It is the intent of the Board of Legislators that certain technical, grammatical and procedural amendments be made to the Oneida County Charter and the Oneida County Administrative Code in order to update and revise the language, statutory references and administrative designations and functions of the government of Oneida County as provided for in such Charter and Code.

**BE IT ENACTED by the Board of County Legislators of the County of Oneida,
State of New York, as follows:**

1. That the Oneida County Charter shall be amended by the deletion of all matters in (parentheses) and the addition of all matters underscored as set forth below:

(Remainder of page intentionally left blank)

ONEIDA COUNTY

CHARTER



INDEX TO CHARTER

- I. ONEIDA COUNTY & ITS GOVERNMENT
- II. LEGISLATIVE BRANCH
- III. EXECUTIVE BRANCH
- IV. DEPARTMENT OF AUDIT AND CONTROL
- V. DEPARTMENT OF FINANCE
- VI. FINANCIAL PROCEDURES
- VII. DEPARTMENT OF PUBLIC WORKS
- VIII. BOARD OF ACQUISITION AND CONTRACT
- IX. DEPARTMENT OF AVIATION
- X. DEPARTMENT OF SOCIAL SERVICES
- XI. DEPARTMENT OF HEALTH
- XII. DEPARTMENT OF MENTAL HEALTH
- XIII. DEPARTMENT OF PLANNING
- XIV. DEPARTMENT OF PERSONNEL
- XV. DEPARTMENT OF LAW
- XVI. DEPARTMENT OF RECORDS
- XVII. DISTRICT ATTORNEY
- XVIII. SHERIFF
- XIX. MEDICAL EXAMINER
- XX. OTHER COUNTY BOARDS, OFFICES, INSTITUTIONS & FUNCTIONS
- XXI. SERVICE RELATIONSHIPS
- XXII. GENERAL PROVISIONS
- XXIII. APPLICATION OF CHARTER – APPLICATION OF CODE
- XXIV. PUBLIC DEFENDER
- XXV. OFFICE OF THE AGING
- XXVI. DEPARTMENT OF SOLID WASTE MANAGEMENT
- XXVII. DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL
- XXVIII. PROBATION DEPARTMENT (NEW)
- XXIX. OFFICE OF THE CIVIL DEFENDER (NEW)

ARTICLE I
ONEIDA COUNTY AND ITS GOVERNMENT

- Section 101. Title and Purpose
- Section 102. County Status, Powers and Duties
- Section 103. Effect on State Laws
- Section 104. Effect on Local Laws, Ordinances and Resolutions
- Section 105. Definitions
- Section 106. Gender Clause

Section 101. Title and Purpose. This charter, together with any and all amendments hereto, if any, shall provide for and constitute the form of government for Oneida County and shall be known and may be cited as the “Oneida County Charter”. Among other purposes of this charter are the following: (S)separation of County Legislative and Executive functions and responsibilities; the securing of the greatest possible County Home Rule and the accomplishment of an increased efficiency, economy and responsibility in the Oneida County Government.

In furtherance hereof, there shall be convened once every five years beginning on January 1, 2012 a Charter Review Committee to formulate and recommend any amendments to the Oneida County Charter and Oneida County Administrative Code and to make such recommendations to the Board of County Legislators. The membership of such committee shall be as determined by the Chair of the Board of Legislators.

Section 102. County Status, Powers and Duties. Oneida County, upon adoption of this charter, as hereinafter provided, shall be and remain a municipal corporation under its then name and shall exercise all of the rights, privileges, functions and powers conferred upon it by this charter, code or any other applicable statute not inconsistent with such charter or code. It shall be subject to all duties and obligations imposed upon it by existing or subsequent laws not inconsistent herewith, including all powers necessarily incidental to or which may be fairly implied from the powers specifically conferred upon such County.

Section 103. Charter Effect on State Laws. This charter provides a form and structure of county government in accordance with the provisions of (Article 6A) Article 4 of the (County Law) Municipal Home Rule Law of the State of New York, and all special laws relating to Oneida County and all general laws except to the extent that such laws have been repealed, amended, modified, or superseded in their application to Oneida County by enactment and adoption of this charter and code. Within the limitations

prescribed in said (Article 6A of the County Law) Municipal Home Rule Law, wherever and whenever any state law, general, special or local in effect, conflicts with this charter or the code or is inconsistent therewith, such law shall be deemed, to the extent of such conflict or inconsistency, to be superseded by the charter and code insofar as the County of Oneida and its government are affected.

Section 104. Charter Effect on Local Laws, Ordinances and Resolutions.

All local laws, ordinances and resolutions of the Board of County Legislators of the County of Oneida heretofore adopted, and all of the laws of the State relating to towns, cities, villages or districts of the County of Oneida, shall continue in full force and effect except to the extent that such laws have been repealed, amended, modified or superseded in their application to Oneida County by the enactment and adoption of this charter and code.

Section 105. Definitions. Wherever used in this code, unless otherwise expressly stated, or unless the context or subject matter otherwise requires:

- (a) "County" shall mean the County of Oneida
- (b) "Charter" and "County Charter" shall mean the Oneida County Charter and all amendments thereto
- (c) "Code" shall mean the Oneida County Administrative Code and all amendments thereto
- (d) "Board of County Legislators" shall mean the elective legislative body of the County of Oneida *
- (e) "Administrative unit" shall mean any department, executive division, institution, office or other agency of county government except a bureau, division, section or other subordinate part of any of the foregoing
- (f) "Administrative head" shall mean the head of any administrative unit
- (g) "Authorized agency" shall mean any agency authorized by this charter, administrative code, or applicable law, including but not limited to those authorized by Section 224 of the County Law, to receive and expend county funds for a county purpose
- (h) "Executive division" shall include but not be limited to the divisions of the budget, purchase, central services (research), traffic safety, (recreation) youth bureau and such other divisions of the executive department as may be hereinafter authorized
- (i) "Quorum" shall mean a majority of the whole number of the membership

of the board, commission, body or other group of persons or officers charged with any county public power, authority or duty to be performed or exercised by them jointly, and not less than a majority of the whole number may perform and exercise such power, authority or duty. "Whole number" shall mean the total number which the board, commission, body or other group of persons or officers would have were there no vacancies and (were) none of the persons or officers were absent or disqualified from acting for county purposes.

Section 106 Gender Clause: Wherever in this Charter the masculine gender is used, the feminine and neuter gender shall be deemed to be included, if otherwise applicable or appropriate.

* *Due to change in Oneida County Legislative Branch, Local Law No. 5 of 1967 was enacted to change name to "Board of County Legislators" in place of "Board of Supervisors"; also change of name to Legislative Districts" in place of "Supervisory Districts"; for change of name to "County Legislator" in place of "Supervisor".*

ARTICLE II
LEGISLATIVE BRANCH

- Section 201. The Board of County Legislators
- Section 202. Powers and Duties
- Section 203. Local Law; Definitions; Power to Adopt, Amend and Repeal;
Effect on Legislative Acts
- Section 204. Form and Procedure
- Section 205. Filing and Publication of Local Laws; Judicial Notice
- Section 206. Referendum
- Section 207. Effective Date
- Section 208. Ordinances

Section 201. The Board of County Legislators. There shall be a Board of County Legislators to be elected one from each of the following legislative districts and sitting together they shall constitute the Oneida County Board Legislators:

LEGISLATIVE DISTRICT	TOWNS/CITY	ELECTION DISTRICT
1	ROME	4-1
		4-2
		5-1
		5-2
		5-3
		5-4
		7-1
2	VERNON	2
		3
		4
		5
		5
	VERONA	5

3	AUGUSTA	1
		2
	MARSHALL	1
		2
	SANGERFIELD	1
	2	
	VERNON	1
4	ANNSVILLE	3
	VERONA	3
		4
		6
	VIENNA	1
		2
	3	
	4	
5	ANNSVILLE	1
		2
	CAMDEN	1
		2
		3
	FLORENCE	1
6	BOONVILLE	1
		2
		3
		4
	FORESTPORT	1
		2
	REMSEN	1
STEUBEN	1	
7	ROME	1-1
		3-1
		3-2
		3-3
		3-5
		4-3
		4-4
		4-5

8	MARCY	1 2 3 4
9	DEERFIELD	1 2 3
	TRENTON	1 2 3 4
10	KIRKLAND	1 3
	WESTMORELAND	1 2
	WHITESTOWN	15
11	WHITESTOWN	13 4 5 6 7 8 9
12	FLOYD	2
	ROME	1-4 2-2 3-4
	VERONA	1 2
13	WHITESTOWN	1 10 11 12 14 16 2 3

14	NEW HARTFORD	1-3 2-1 2-2 3-2 4-1 4-2 4-3
15	NEW HARTFORD	1-1 1-5 2-3 2-4 3-1 3-3 3-4
16	BRIDGEWATER NEW HARTFORD PARIS	1 1-2 1-4 1 2 3
17	AVA LEE WESTERN	1 1 2 3 4 1 2 3
18	KIRKLAND	10 2 4 5 6 7 8 9
	NEW HARTFORD	4-4
19	UTICA	2-3 3-1

			3-10
			3-2
			3-3
			3-4
			3-9
20	LEE		5
	ROME		6-1
			6-2
			6-3
			6-4
			7-3
			7-5
21	UTICA		2-7
			3-5
			3-6
			3-7
			3-8
			5-2
			5-3
22	UTICA		2-1
			2-2
			2-4
			2-5
			2-6
			5-7
23	UTICA		1-1
			1-2
			1-3
			1-4
			1-5
			1-8
			2-8
24	UTICA		6-1
			6-2
			6-3
			6-4
			6-5
			6-6

		6-7
25	UTICA	4-1 5-1 5-4 5-5 5-6
26	UTICA	4-2 4-3 4-4 4-5 4-8 4-9 6-8
27	UTICA	1-6 1-7 4-6 4-7 6-9
28	ROME	2-1 2-3
	WESTMORELAND	3 4
29	FLOYD	1 3
	ROME	1-2 1-3 6-5 7-2 7-4

That all references to towns apply to that territory wholly contained in each of the towns of Oneida County as of January 1, 2000. All references to election districts apply to that territory wholly contained in each of the election districts enumerated on the official maps kept by the Oneida County Board of Elections as of August 1, (2002) 2006.

That the above described districts are enumerated and set forth on maps filed with the Clerk of the Board of County Legislators of Oneida County, which maps shall remain on file and shall be considered and hereby are made a part of (this amendment to) the Oneida County Charter and the Oneida County Administrative Code.

The Chairman of the Board of County Legislators of Oneida County shall appoint either a bi-partisan committee of six Board members or a bi-partisan citizens' committee to evaluate the existing county legislative districts for equity and representation in relation to population within a reasonable time period after the publication of the results of the regular federal census taken in Oneida County in the year Two Thousand and Ten, or within a reasonable period of time after the publication of the results of any federal population census taken in Oneida County or within a reasonable period of time after the publication of the results of any federal or special population census taken pursuant to Section Twenty of the General Municipal Law and held not more than once every five years; or, after any annexation which has the effect of increasing or decreasing the population of any county legislative district by more than ten percent.

The committee shall study the population data and, within six months after its appointment, make recommendations, if necessary, in the form of a proposed local law as to changes in the boundaries of the county legislative districts. In their deliberations to redesign the legislative districts, the committee shall consider the application of the "one person, one vote" concept of previous federal court decisions and compliance with the Equal Protection Clause of the 14th amendment of the United States Constitution and Article (1) I, Sections 1 and 11 of the New York State Constitution.

Within seven months after the submission of the report of the committee, which shall be submitted to the County Board of Legislators in the form of a local law, the Board of County Legislators shall conduct a public hearing on the proposed changes, if any, and shall then enact a local law setting forth revised district boundaries subject to a (permissive referendum) referendum on petition pursuant to Section 24 of the Municipal Home Rule Law.

If at any time a local law setting forth revised district boundaries is defeated in a referendum, within ninety days of such defeat of referendum, the legislative district revision committee shall be reactivated to study and prepare a new proposed local law for submission to the Board of County Legislators, subject to the same procedures and requirements as provided for above.

Section 202. Powers and Duties. The Board of County Legislators shall be the governing body of the County and shall be the legislative, appropriating and policy determining body of the County, and shall have and exercise all powers and duties of the County, now or hereafter conferred or imposed on said Board by applicable law, and any and all powers necessarily implied or incidental thereto, together with such powers and duties as are provided for in this charter and the administrative code. In addition to all powers conferred by the foregoing or other provisions of this charter and the administrative code, the Board of County Legislators shall have the power among others:

- (a) To make appropriations, levy taxes, incur indebtedness and adopt a budget;
- (b) To exercise all powers of local legislation in relation to enacting, amending or rescinding local laws, legalizing acts, ordinances or resolutions, subject to veto by the

County Executive in only such instances as are specifically provided in this charter, in the code or by other applicable law;

(c) By local law, to adopt, amend and/or repeal an administrative code which shall set forth the details of the administration of the county government consistent with the provisions of this charter, and which code may contain revisions, simplifications, consolidations, modifications and restatements of special laws, local laws, ordinances, resolutions, rules and regulations consistent with this charter (or) and any amendments thereto;

(d) By local law, create, alter, combine or abolish county administrative units not headed by elective officials;

(e) To adopt by resolution all necessary rules and regulations for its own conduct and procedure;

(f) Subject to the constitution and general laws of the State of New York, to fix the number of hours constituting a legal day's work for all classes of county officers and employees and grant to the employing officer or board the power to stagger working hours;

(g) To fix compensation of all officers and employees paid from county funds except members of the judiciary and of such other officers and employees when specifically authorized by statute;

(h) To fix the amount of bonds of officers and employees paid from County funds;

(i) To make such studies and investigations as it deems to be in the best interests of the county and in connection therewith to obtain and employ professional and technical advice, appoint temporary advisory boards of citizens, subpoena witnesses, administer oaths, and require the production of books, papers and other evidence deemed necessary or material to such study or inquiry;

(j) To legalize and validate any act had and taken in connection with a lawful municipal purpose or for a lawful municipal object or purpose by the governing board or other local body, officer, or agency of a municipality, wholly within the county, in the manner provided by Section 227 of the County Law;

(k) To create and establish the office of deputy or deputies to the head of any department, administrative unit or to any principal executive county officer with the power vested in such deputy to act generally for and in place of his principal;

(l) To determine and make provision for any matter of county government not otherwise provided for, including, but not by way of limitation, any necessary matter involved in the transition to this charter form of government;

(m) To convey or lease any county real property which the Board has determined is not necessary for public use, directly to the Economic Development and Growth Enterprise, successor in interest to the Oneida County Industrial Development Corporation, the Oneida County Industrial Development Agency or the Mohawk Valley Community College Dormitory Corporation for adequate and reasonable consideration, without public advertisement and without bidding, public or private, upon such terms and conditions as may be prescribed by the Board in the same manner and with the same rights and privileges as if owned by an individual;

(n) To employ such legal, financial or other technical advisers as may be necessary from time to time in relation to the performance of any of the functions of county government.

Section 203. Local Law; Definitions; Power to Adopt, Amend and Repeal; Effect on Legislative Acts. A local law is a law adopted pursuant to this charter within the power granted by the Constitution, act of the legislature or provision of this charter, and shall not include a resolution, ordinance, or legalizing act.

The county may adopt, amend and repeal a local law. A local law shall be passed by not less than a majority vote of the whole number of the members of the Board of County Legislators and may relate to the property, affairs or government of the county, or any other subject matter of county concern. In the exercise of such power, and within the limitations provided by (Article 6A of the County) the Municipal Home Rule Law or other applicable law, the county may change, supersede, or amend any act of the New York State Legislature. Such power shall include, but shall not be limited to, a power or powers vested in any county in the State of New York or the elective governing body thereof to adopt, amend and repeal local laws granted by any provisions of general laws, special laws, charters, administrative codes, special acts or local laws. The provisions of (Article 6A of County) the Municipal Home Rule Law are hereby made applicable except as the same may be inconsistent with any provisions of this charter or code.

Section 204. Form and Procedure. Every local law shall be entitled, "Local Law No. _____, (Year _____)"(amending, etc. or otherwise as the case may be). If a local law amends a specific state statute or specific local law, the matter to be eliminated shall be enclosed in brackets or parenthesis and the new matter underscored or italicized.

Except as otherwise provided in this charter, the procedure for adoption of a local law, including referendum, mandatory or permissive, shall be as provided in the code and, in the absence thereof, by applicable law.

Section 205. Filing and Publication of Local Laws; Judicial Notice. The publication of local laws shall be as provided by Municipal Home Rule Law and County Law, except that the Clerk of the Board of County Legislators shall cause to be published

in the official newspapers a notice of adoption of each local law with a summary thereof and a notice that the full text of the law may be examined at the office of the Clerk of the Board during normal business hours. Such notice shall be published at least once within ten days after such local law has become effective, provided however, that a notice of a local law which is subject to a permissive referendum shall be published within ten days after such local law is adopted. Every court shall take judicial notice of all local laws and of rules, regulations, and codes adopted pursuant thereto.

Section 206. Referendum. A local law shall be subject to mandatory or permissive referendum when required by this charter, the code or applicable law. Where no mandatory or permissive referendum is so required, the Board of County Legislators may nevertheless provide in a local law that a referendum shall be had or that it shall be subject to permissive referendum.

Section 207. Effective Date. After adoption, every local law shall become effective when filed in the office of the Secretary of State of New York, or on such later date thereafter as may be provided in said local law.

Section 208. Ordinances. Ordinances may be adopted by the Board of County Legislators and the procedure shall be the same as herein provided for the adoption of local laws except that an ordinance shall not be subject to referendum, mandatory or permissive. An ordinance may provide for any subject matter of county concern not required to be provided by local law, legalizing act, or resolution of the Board of County Legislators.

Such ordinance may provide for its enforcement by legal or equitable proceedings in a court of competent jurisdiction, may prescribe that violations thereof shall constitute offenses or misdemeanors and may provide for punishment for violations by civil penalty or by fine or imprisonment, or by two or more such penalties or punishments. Ordinances and their application, particular subjects and form, may be further provided in the code.

Section 201 amended as a whole by Local Law No. 3 of 1966 and inserted provision for a new 37 member Board effective January 1, 1968; Local Law No. 1 of 1975 and Local Law No. 5 of 1981 providing a procedure whereby necessary changes to the boundaries of Legislative Districts shall be acted upon as provided in these amendments. Local Law No. 4 of 1983 provided for necessary changes in the Legislative boundaries; Local Law No. 12 of 1984 corrected errors in Local Law No. 4 of 1983.

Section 202 was amended by Local Law No. 1 of 1964 and Local Law No. 1 of 1965 by adding a new sub-division (m) and by Local Law No. 3 of 1977 by adding a new sub-division (n).

Section 203 was amended by Local Law No. 2 of 1964 - second paragraph in the sentence beginning "A local law shall", substituted "majority" for "2/3".

Due to change in Oneida County Legislative Branch, Local Law No. 5 of 1967 was enacted to change name to "Board of County Legislators" in place of "Board of Supervisors"; also change of name to "Legislative Districts" in place of "supervisory districts"; for change of name to "County Legislator" in place of "Supervisor".

Section 205 was amended by Local Law No. 6 of 1984 which changed the procedure for publication of local laws.

Section 201 was amended by Local Law No. 2 of 1986 by deletion of the whole thereof and the addition of a new section pursuant to §4 -100 (3) (a) of the Election Law of the State of New York.

Article II, Section 201. The last two paragraphs of Section 201 were amended by enactment of Local Law No. 9 of 1991.

Article II, Section 201(a) was enacted by Local Law No. 2 of 1993 and reduced the number of County Legislative Districts to twenty-nine.

Article II, Section 201 was amended by Local Law No. 5 of 1994 by the deletion of the whole of the description of legislative districts and insertion of new descriptions of legislative districts to comply with Section 201(a).

Article II, Section 201 was amended by Local Law No. 2 of 1996 to correct the number of wards and districts in County Legislative Districts within the City of Utica.

Article II, Section 201 was amended by Local Law 1 of 2003 setting forth a Plan of Reapportionment.

Article II, Section 201 was amended by Local Law No. 3 of 2006 amending the election districts in certain towns and cities.

ARTICLE III

EXECUTIVE BRANCH

- Section 301. County Executive; Election; Qualifications and Compensation
- Section 302. Powers and Duties
- Section 303. Removal of County Executive
- Section 304. Acting County Executive; How Designated; When to Act
- Section 305. Division of Budget
- Section 306. Division of Purchase; (Purchasing Agent Office Abolished)
- Section 306.1 Bureau of Weights and Measures
- Section 307. Division of Central Services
- (Section 308. Division of Research)
- Section 308(9). Office of Emergency Services
- Section 309. Office of Traffic Safety
- Section 310. Division for (of Recreation and Related Programs) Youth
- Section 311. Administrative Heads; Term; Interim Appointments; Appointment of Other Officers and Employees
- Section 312. Confirmation by Board of County Legislators
- Section 313. Division of Consumer Affairs; Consumer Affairs Board

Section 301. County Executive; Election; Qualifications and Compensation.

There shall be a county executive who shall be elected from the county at large and who shall at all times be a qualified elector of the county. He shall hold no other public office except as otherwise herein provided; he shall give his whole time to the duties of the office, and shall receive therefore compensation as fixed by the Board of County Legislators. His term of office shall begin with the first day of January, next following his election and shall be for four years, (except that the term of the county executive elected in 1962, shall be for five years, commencing January 1, 1963 and every county executive elected thereafter shall have a term of four years.)

Section 302. Powers and Duties. It shall be the duty of the County Executive, subject to the provisions of this charter and code, to supervise, direct and control the administration of all departments of the county government. Except as may otherwise be provided in this charter and subject to confirmation by the Board of County Legislators where provided, he shall appoint the head of every county department and office and members of county boards and commissions. The county executive must appoint, or reappoint, the head of every county department, subject to confirmation by the Board of County Legislators where provided, upon his commencement of a four (4) year term of office, except where the term of any department head is otherwise provided by law.

In addition to any other powers and duties provided by this charter or code, the county executive shall:

- (a) Supervise and direct the internal structure and organization of each department or other administrative unit, the head of which he has power to appoint
- (b) Determine and fix real property equalization rates among the various county taxing districts for county purposes and file same with the Board of County Legislators on or before the first day of (November) December in each year
- (c) Be chief budget officer of the county
- (d) Have authority to appoint and terminate, except as hereinafter provided, one or more temporary advisory boards of citizens of the county who shall, without compensation other than such necessary expenses as may otherwise be provided in the budget, assist in the consideration of county administrative policies and programs. Such executive, however, shall not have the power to terminate an advisory board appointed by the Board of County Legislators
- (e) Designate one or several depositories located within the county for deposit of county funds
- (f) Approve or disapprove sufficiency of sureties on official bonds and undertakings
- (g) Report to the Board of County Legislators annually at the close of the fiscal year, or as soon thereafter as practicable but in no event later than the first day of March, and at such other times as the Board of County Legislators shall direct, the activities of the several administrative units and departments of the county during the preceding fiscal or current year in such detail as the Board of County Legislators shall require and direct
- (h) Appoint a member of the Board of County Legislators to serve as chairman of such board: (1) for the remainder of the calendar year in case the Board of County Legislators has failed to select a chairman on or before February 1, or (2) for the

unexpired term of the previous chairman in case the Board of County Legislators has failed to select a Chairman within 30 days after a vacancy has occurred in the office of the Chairman.

(i) Perform such other duties and have such other powers as may be prescribed for him by law, code, ordinance or resolution of the Board of County Legislators.

(j) Have such necessary, implied and incidental powers to perform and exercise the duties and functions specified above or lawfully delegated to him.

Section 303. Removal of County Executive. The County Executive may be removed in the manner provided in the Public Officers Law for the removal of other county officers.

Section 304. Acting County Executive; How Designated; When to Act. The County Executive shall designate in writing one or more appointive department or executive division heads to perform the duties of the County Executive during the (latter's) County Executive's temporary inability to perform by reason of absence from the county or disability. Such appointment, with the order of succession specified, shall be filed with the Clerk of the Board of County Legislators and any such designation may be revoked at any time by the County Executive by filing a new designation with the Clerk of the Board of County Legislators. If a vacancy occurs in the office of the County Executive, the designated acting County Executive shall serve until the vacancy is filled pursuant to this charter.

In the event that no acting County Executive has been designated or is able to serve, the Board of County Legislators shall designate an appointive department or executive division head to perform the duties of the office during the inability of the County Executive to perform by reason of absence from the county or disability.

Section 305. Division of the Budget. There shall be, in the o(O)ffice of the County Executive, a division of budget, the head of which shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of Legislators. The head of the division of budget shall be designated the Budget Director and he or she shall assist the County Executive in the preparation and administration of the operating and capital budgets and programs and in the study of administrative efficiency and economy.

Section 306. Division of Purchase; (Purchasing Agent Office Abolished.) There shall be in the office of the County Executive, a division of purchase, the head of which shall be a P(p)urchasing D(d)irector who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of Legislators. The P(p)urchasing D(d)irector shall, in accordance with the requirements as

to advertising and competitive bidding, make purchases and sales of all materials, supplies and equipment and contract for the rental or servicing of equipment for the county, except as otherwise provided in this charter or the code. He shall not contract for or furnish any services, equipment or other articles except upon the receipt of authorized requisitions and the certification(s) as to availability of funds. (The Oneida County Purchasing Agent Office, created by Resolution No. 12 of the Board of county Legislators, adopted May 11, 1921, as amended, is hereby abolished as of January 1, 1963.)

Section 306.1 Bureau of Weights and Measures. The Bureau of Weights and Measures shall be headed by the County Director of Weights and Measures. He shall possess all of the qualifications required for, and shall have all the powers and duties of, a county director of weights and measures now or hereafter granted or imposed by Article 16 of the Agriculture and Markets Law of the State of New York, local law, ordinance or resolution of the Board of Legislators, order or direction of the County Executive, or purchasing director, and any applicable provision of any act of the legislature not inconsistent with the charter or code.

Whenever the county director of weights and measures is required by any state law to make a report, he shall, at the same time, file a written copy thereof with the purchasing director and the Board of Legislators.

The county director of weights and measures shall be appointed by the County Executive, subject to confirmation by the Board of Legislators.

(**Section 307. Division of Central Services.** There shall be in the office of the County Executive a Division of Central Services headed by a central services director who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. Such director shall have such powers and perform such duties in relation to and including but not limited to storage of the supplies and material, printing and mimeographing, mailing and data processing as shall be prescribed in the administrative code.)

Section 307. Division of Central Services. There shall be in the office of the County Executive a division of Central Services headed by a C(c)entral S(s)ervies D(d)irector who shall be appointed by and serve at the pleasure of the County Executive, subject to (the) confirmation by the Board of Legislators. Such director shall have the powers and perform such duties in relation to and including but not limited to establishing and implementing an information technology infrastructure comprised of an integrated, secure, scalable and modernized system which serves to promote the efficient and cost effective delivery of services, to, from, and between the citizens of the County, our departments and allied agencies, both public and private; maintaining a central repository of commonly used goods and materials for departmental use; and printing and mail delivery services as shall be prescribed in the administrative code.

(Section 308. Division of Research. If and when the Board of County Legislators shall establish and create such division, there shall be in the office of the County Executive, a division of research, headed by a director who shall appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. The director of research shall initiate such studies relating to county government, business and affairs as the County Executive, the Board of County Legislators or he himself may deem necessary. The director of research shall also cooperate with organizations and individuals in the industrial and commercial development of Oneida County, and his office shall act as a clearing house for such information concerning the county.)

Section 308(9). Office of Emergency Services.

(a) There shall be in the Office of the County Executive an Office of Emergency Services headed by a D(d)irector who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. The Office of Emergency Services shall assume the duties and obligations heretofore performed by the Divisions of Emergency Management and Mutual Aid.

(b) The D(d)irector of Emergency Services shall be subject to all obligations and liabilities heretofore and hereafter granted or imposed by charter, code, local law, ordinance or resolution of the Board of Legislators, order or direction of the County Executive or any applicable provision or act of the legislature not inconsistent with the Charter or Code. The D(d)irector of Emergency Services shall have all of the rights, obligations and liabilities previously conferred upon the director of Emergency Management and the director of Mutual Aid.

Section 309. Office of Traffic Safety.

(a) There shall be in the Office of the County Executive an Office of Traffic Safety headed by the (Coordinator) Administrator of the Oneida County STOP-DWI program who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. The Office of Traffic Safety shall assume the duties and obligations heretofore performed by the Division of Traffic Safety (under Section 309 of the Oneida County Charter and Administrative Code) in addition to the administrative duties and obligations of the Oneida County STOP-DWI Program.

(b) The (Coordinator) Administrator of the Oneida County STOP-DWI program as director of the office of Traffic Safety shall be subject to all obligations and liabilities heretofore or hereafter granted or imposed by charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive or any applicable provision or act of the New York State Legislature provided that such provision or act is not inconsistent with the Oneida County Charter or

Administrative Code. The Oneida County STOP-DWI (Coordinator) Administrator shall have all of the rights, obligations and liabilities previously conferred upon the director of Emergency Service only as same related to the former Division of Traffic Safety (under Section 309 of the Oneida County Charter and Administrative Code.)

Section 310. Division (of Recreation and related Programs) for Youth. (If and when the Board of County Legislators shall establish and create such division,) T(t)here shall be in the office of the County Executive, a division (of recreation and related programs) for youth headed by a director who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of Legislators. The director shall have such powers and perform such duties relating to county (recreation) youth (and related) programs (and facilities) and initiatives as shall be prescribed in the code or hereafter granted or imposed by charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive or any applicable provision or act of the New York State Legislature. (and/or delegated to him by the County Executive or Board of County Legislators. Such powers and duties may include, among other thing: county parks and recreation facilities therein, beaches, zoological gardens, forest lands, golf courses, and auditoria, if any, together with buildings, structures, roads, utilities, equipment and appurtenances.)

Section 311. Administrative Heads; Term; Interim Appointment; Appointment of Other Officers and Employees. Except as otherwise provided by law or by this charter, and subject to the approval and confirmation of the Board of County Legislators where provided, the County Executive shall appoint the heads of every county department and office and the members of county boards and commissions not administered by any elected official. The County Executive may appoint one head for two or more departments or other administrative units, subject to any and all requirements as to qualification and confirmation, or may himself so serve without such confirmation.

All appointments by the County Executive shall be in writing and filed in the Office of the Clerk of the Board of County Legislators and the County Clerk within ten days after the date of such appointment. No such appointee shall hold office beyond the term of the County Executive by whom the appointment was made except as otherwise provided by this charter and except that, unless removed, he shall continue to serve until his successor is appointed and has qualified or until an interim appointment is made.

Upon confirmation by the Board of County Legislators and upon qualifying for the office, an appointee to the position of a head of a department or any administrative unit shall enter upon the duties thereof. In the event the Board of County Legislators has neither confirmed nor rejected an appointment within a period of forty days after the filing thereof with the Clerk of the Board, such appointment shall be deemed to be confirmed. Awaiting action by the Board of County Legislators, the County Executive

may designate a qualified person to serve as such head for a period not to exceed forty days in any calendar year.

All other officers and employees of each department or other administrative unit, shall be appointed by the head thereof and within appropriations made therefore, (,) (the)The County Executive shall appoint, without the approval of the Board of County Legislators, such officers and employees in his own office as may be necessary for the full discharge and performance of his duties.

Section 312. Confirmation by Board of County Legislators. Confirmation of appointment when required shall be by affirmative vote of a majority of the whole number of the members of the Board of County Legislators taken at a regular or special meeting.

Section 302 was amended by the enactment of Local Law No. 8 of 1984 which pertains to the powers of the county executive to appoint department heads.

Section 307 and Section 313 were amended by Local No. No. 3 of 1980 which transferred the County Sealer of Weights and Measures from the Division of Central Services to the Division of Consumer Affairs.

Section 313 – Division of Consumer Affairs and Consumer Board established by Local Law No. 1 of 1977.

Section 305 was deleted by Local Law No. 4 of 1985. Local Law No. 4 of 1985 is repealed by Local Law No. 2 of 1998.

Section 313 is repealed by Local Law No. 1 of 1986.

Section 306 is amended by Local Law No. 1 of 1986, which transferred the Bureau of Weights and Measures to the Division of Purchase.

Section 309 was amended in its entirety by Local Law No. 2 of 1992 to create the Office of Emergency Services.

Section 305 is added by Local Law No. 2 of 1998 transferring the Division of Budget from the Finance Department to the Office of the County Executive in order to assist the County Executive with the timely preparation and submission of annual county budgets.

Section 309 was amended by Local Law No. 6 of 1996 by the deletion there from of any references to the inclusion or function of the Division of Traffic Safety.

Section 309-A was added by Local Law No. 6 of 1996 to create the Office of Traffic Safety and thereby separate its function from the Office of Emergency Services as previously merged by Local Law No. 2 of 1992.

ARTICLE IV

DEPARTMENT OF AUDIT AND CONTROL

Section 401. Department of Audit and Control, County Comptroller

Section 402. Powers and Duties

Section 401. Department of Audit and Control; County Comptroller; Election; Comptroller's Act Repealed. There shall be a department of audit and control headed by a comptroller who shall be elected from the county at large. His term of office shall be for four years beginning with the first day of January next following his election, (except that the provisions of this section with respect to such election shall not take effect until the general election of 1964 at which a comptroller shall be elected for a three year term to commence January 1, 1965), and every comptroller elected thereafter shall have a term of four years. At the time of his election and throughout his term of office, he shall be a qualified elector of the county, shall devote his whole time to the duties of his office and shall hold no other public office. The Oneida County Comptroller's Act, being chapter 446 of the Laws of 1909, as amended, is hereby repealed as of January 1, 1963.

Section 402. Powers and Duties. The County Comptroller shall:

- a) Except as otherwise expressly provided in this charter or code, have all the powers and perform all the duties conferred or imposed upon a county comptroller under the county law or any applicable state or local law, rule or ordinance;
- b) Be the chief fiscal officer of the county;
- c) Examine, audit and verify all books, records and accounts of the various administrative units, departments, offices or officials paid from county funds, institutions and other agencies of the county, including bond and note registers and trust accounts, and the accrual and collection of all county revenues and receipts, and for this purpose have access to all such books, records and accounts at any time;
- d) Prescribe the form of receipts, vouchers, bills or claims to be filed by all administrative units, departments, offices or officials, institutions, and other agencies of the county;

- e) Examine and approve for payment all contracts, purchase orders, and other documents by which the county incurs financial obligations, having ascertained before approval that such monies(eys) have been duly appropriated or provided for and allotted to meet such obligations and that such monies will be available when such obligations shall have become due and payable, and shall record such obligations and encumbrances of the respective appropriations accounts from which such obligations are to be paid;
- f) Audit and approve all bills, invoices, payrolls and other evidences of claims, demands, or charges paid from county funds or by any county agency or payment for which the county, its officers or agents are responsible, except when payment shall be ordered by a court of competent jurisdiction, and determine the regularity, legality and correctness of same;
- g) Submit reports to the Board of County Legislators in such form and detail and at such times as may be prescribed by the Board of County Legislators;
- h) Be the chief accounting and auditing authority of the county;
- i) Prescribe such methods of accounting for the county and its administrative units and agencies as he may deem necessary, provided the same shall have been approved by the County Executive and the state comptroller;
- j) Perform such other duties pertaining to the financial affairs of the county as may be directed by the Board of County Legislators, the County Executive or by any law or by any officer of the state authorized (so to do)to so direct by law.

ARTICLE V

DEPARTMENT OF FINANCE

- Section 501. Department of Finance; Commissioner, Board of Equalization and Elective Office of Treasurer Abolished.
- Section 502. Powers and Duties.

Section 501. Department of Finance; Commissioner; Board of Equalization and Elective Office of Treasurer Abolished. There shall be a department of finance headed by a commissioner. He shall be appointed on the basis of his administrative experience and his qualifications for the duties of the office, by the County Executive subject to confirmation by the Board of County Legislators and shall serve at the pleasure of the County Executive. The Oneida County Equalization Board Act, being chapter 202 of the Laws of 1897, as amended, is hereby repealed, and the elective office of county treasurer shall be abolished, as of January 1, 1963.

Section 502. Powers and Duties. Except as otherwise provided in this charter or code, the commissioner of finance shall:

- (a) Collect, receive, have custody of, deposit and disburse all fees, revenues and other funds of the county or for which the county is responsible;
- (b) Submit to the Board of County Legislators annually on or before the first day of April, or at such other times as the board may require, a complete financial statement containing a general balance sheet for the county;
- (c) Perform all duties now performed by a county treasurer or other county officer in relation to the collection of taxes;
- (d) Perform all duties in relation to the extension of taxes and such other and related duties in connection therewith as shall be prescribed by the County Executive or Board of County Legislators;
- (e) Keep a record of the transfer of title to real property and immediately notify the town clerk or the city assessors of all such transfers in each town or city, as the case may be;
- (f) Make available a consultation and advisory service to assist local assessors in the performance of their duties and in the establishment and maintenance of suitable procedures and facilities to improve assessment records and practices;
- (g) Submit annually to the County Executive on or before the 1st day of ~~(September)~~ December, proposed county tax equalization rates consistent with standards prescribed by the legislature of the State of New York;

(h) Work in conjunction with the budget director in the preparation of the annual operations budget and capital budget of Oneida County.

(h) (i) Perform such other and related duties as shall be required or delegated to him by the County Executive or Board of County Legislators.

Section 502(h) is renumbered to 502(i) and a new section 502(h) is added by enactment of Local Law No. 4 of 1985.

Section 502(h) is deleted in its entirety by Local Law No. 2 of 1998 and Section 502 is amended by renumbering Article V, Section 502 subdivision (i) to Section 502 Subdivision (h).

ARTICLE VI

FINANCIAL PROCEDURES

- Section 601. Fiscal Year
- Section 602. Preparation of Proposed Budget and Capital Program
- Section 603. Proposed Budget and Capital Program by County Executive
- Section 604. Budget Message
- Section 605. Review of Proposed Budget; Capital Program and Message
- Section 606. Public Hearing
- Section 607. Adoption of Budget
- Section 608. Levy of Taxes; Inclusion of Reserve for Uncollected Taxes
- Section 609. Appropriations; Supplemental and Emergency
- Section 610. Appropriations; Reduction and Transfer After Budget Adoption
- Section 611. Certain Resolutions of the Board of County Legislators Require a Two-Thirds Vote
- Section 612. Certain Obligations and Payments Prohibited
- Section 613. Performance of Acts; Scheduling
- Section 614. Compensation of Elected Officials

Section 601. Fiscal Year. The fiscal year of the county shall begin with the first day of January and end with the last day of December of each year.

Section 602. Preparation of Proposed Budget and Capital Program. The budget director and the commissioner of finance shall prepare a proposed budget and capital program for submission to the County Executive in such manner and form as shall be prescribed by this charter or the code.

Section 603. Proposed Budget and Capital Program by County Executive. The County Executive shall submit to the clerk of the Board of County Legislators, on or

before the 5th day of October of each year, for consideration by such board, a proposed budget for the ensuing fiscal year, and a capital program for the next six fiscal years.

Upon its submission, the proposed budget and capital program and budget message hereinafter provided for shall become a public record in the office of the clerk of the Board of County Legislators, and copies of the same shall be made available by such clerk for distribution.

The proposed budget shall present a complete financial plan for the county and its administrative units for the ensuing fiscal year setting forth proposed expenditures and anticipated revenues, and shall include: (1) an operation and maintenance expense budget and (2) a capital budget covering debt service, down payments and other current capital financing, and proposed borrowing, if any. Unencumbered balances at the end of each completed fiscal year, unless otherwise prescribed by statute and except where appropriated for a capital improvement or other authorized continuing project, shall be treated as revenues in(for) the county budget of the ensuing fiscal year.

Section 604. Budget Message. The county executive shall also submit with the proposed budget(,) a message explaining the main features of the budget including among other things, a general summary thereof with such supporting schedules as he may deem desirable or as the Board of County Legislators may, by resolution, require. Such schedules shall exhibit the aggregate figures of the proposed budget in such manner as to show a balanced relationship between the total estimated expenditures and the total estimated income for the ensuing fiscal year, and shall compare these figures with the actual receipts and expenditures for the last completed fiscal year and the appropriations for the current fiscal year. Such budget message shall also outline the existing and any proposed financial policies of the county relating to the capital program describing each capital improvement proposed to be undertaken within the ensuing fiscal year, showing the estimated cost, the pending or proposed method of financing it and the projected operation and maintenance expense. The budget message shall contain such additional information or comments as are deemed advisable by the county executive.

Section 605. Review of Proposed Budget; Capital Program and Message. The Board of County Legislators or a committee designated by such Board shall review the proposed budget, the capital program and the budget message as submitted by the County Executive and shall, not later than one week prior to the first(last) regular Board meeting in (October)November of each year, file with the Clerk of the Board of County Legislators its report including any recommendations proposed therein. Such report shall become a public record in the office of the Clerk of the Board of County Legislators, and copies thereof shall be made available by such Clerk for distribution.

Section 606. Public Hearing. The Board of County Legislators shall hold a public hearing on the proposed budget and capital program submitted by the County Executive no later than seven days from the date of the County Executive's Budget Message and shall thereafter hold public hearings related to the budget and the report submitted by the Ways and Means Committee on the Monday and Tuesday immediately

preceding the first Board meeting in November of each year. The Clerk of the Board of County Legislators shall cause to be published in the official newspaper or newspapers and such other newspapers as may be designated by the Board of County Legislators, a notice of the place and time of such hearings. Said notice shall be published not later than five days prior to the date of such hearings.

Section 607. Adoption of Budget.

(a) After the conclusion of the public hearings, the Board of County Legislators may strike items of appropriation or anticipated revenues from the tentative budget or reduce items therein, excepting appropriations required by law or for debt service. The board may add items to or increase items in such budget, provided that such additions or increases are stated separately and distinctly. Decreases shall not require executive approval nor be subject to executive veto.

(b) If the budget as submitted by the county executive is adopted by the resolution of the Board of County Legislators with no changes thereto at the first Board of Legislators meeting in November, such budget shall be deemed to have been adopted without any further action by the County Executive. If, however, the budget as passed by the Board of County Legislators contains any additions or increases, the same shall be presented by the clerk of the board to the County Executive, not later than the Friday following the first Board of Legislators meeting in November, for his examination and consideration. If the County Executive approves all the additions and increases, he shall affix his signature to a statement thereof and return the budget together with such statement to the clerk of the board, and the budget including the additions and increases as part thereof, shall then be deemed adopted.

(c) If a budget with additions or increases is not returned by the County Executive to the clerk of the Board with his objections on or before 10:00 o'clock in the forenoon of the Friday preceding the second Board of Legislators meeting in November, then the budget with such additions and increases shall be deemed adopted.

(d) If the County Executive objects to any one or more of such added or increased items, he shall append to the budget a statement of the added or increased items to which he objects setting forth his reasons therefor and shall, not later than 10:00 o'clock in the forenoon of the Friday preceding the second Board of Legislators meeting in November return the budget with his objections to the clerk of the board who shall present the same to the Board of County Legislators at the second Board of Legislators' meeting in November. The Board of County Legislators shall thereupon enter the objections upon its journal and proceed to reconsider the additions and increases to which objection is made by the County Executive. If upon such reconsideration two-thirds of all members of the Board of County Legislators vote to approve such additions and increases, or any of them, the budget with the additions and increases so approved, together with any additions and increases not so objected to by the County Executive shall be deemed adopted. If the board fails to act on or override such objections by a two-thirds vote, at the second Board of Legislators meeting in November, the objections shall become final.

and the budget shall become final and deemed adopted without the increases objected to by the County Executive.

(e) If a budget has not been adopted, as herein provided, at the second Board of Legislators meeting in November of each year, then the proposed budget as submitted by the County Executive, plus all additions and increases as to which he has failed to object, shall be the budget for the ensuing fiscal year.

(f) Four copies of the budget as adopted shall be certified by the County Executive and by the clerk of the Board of County Legislators, and one each of such copies shall be filed in the office of the County Executive, the offices of the comptroller, the commissioner of finance and the clerk of the Board of County Legislators. The budget as so certified shall be printed or otherwise reproduced and copies shall be made available.

(g) The Board of County Legislators reserves the right to make adjustments to the dates set forth herein for the filing of the report of the Ways and Means Committee, the conduct of public hearings, the submission of additions and increases to the County Executive and the filing of objections to such additions and increases by the County Executive and to convene special meetings of the Board only in those years where the dates provided for herein fall on days which do not accommodate the time frames necessary for the consideration of the annual budget.

Section 608. Levy of Taxes; Inclusion of Reserve for Uncollected Taxes.

The net county tax requirement, determined by subtracting the total estimated revenues from the total proposed expenditures as set forth in the adopted budget, shall be levied in advance by the Board of County Legislators on the taxable real property of the several tax districts of the county. The taxes so levied shall include an amount to be known as "reserve for uncollected taxes" which shall be a county charge. The Board of County Legislators shall fix the amount of such a sum as they may deem sufficient to produce, in cash from the collection of taxes and other revenues during the year, the monies(ey)s required to meet the estimated expenditures of such year, provided, however, that such reserve for uncollected taxes shall be not less than the face amount of unpaid taxes for the preceding completed fiscal year.

The amount of all taxes, special ad valorem levies and special assessments levied upon any parcel of real property by the Board of County Legislators shall, except as otherwise expressly provided by law, be and become a lien thereon as of the first day of January of the fiscal year for which levied and shall remain a lien until paid.

Section 609. Appropriations: Supplemental and Emergency. If, during any fiscal year, there are available for appropriation (1) revenues received from sources not anticipated in the budget for that year, or (2) revenues received from anticipated sources but in excess of the budget estimates therefor, the Board of County Legislators may make supplemental appropriations for the year not in excess, however, of such additional revenues.

To meet a public emergency affecting life, health or property, the Board of County Legislators may make emergency appropriations. To the extent that there are no available unappropriated revenues to meet such appropriations, the Board of County Legislators may authorize the issuance of obligations pursuant to the local finance law.

Section 610. Appropriations: Reduction and Transfer After Budget Adoption. If at any time during the fiscal year it appears that the revenues available will be insufficient to meet the amounts appropriated, the County Executive shall report to the Board of County Legislators without delay the estimated amount of the deficit; remedial action taken by him, and his recommendations as to further action. The Board of County Legislators shall take such action as it deems necessary to prevent or minimize any deficit. For that purpose, it may by resolution reduce one or more appropriations; but no appropriation for debt service may be reduced, and no appropriation may be reduced by more than the unencumbered balance thereof or below any amount required by law to be appropriated. The board may also, if it so desires, borrow temporarily pursuant to the local finance law in an amount not greater than such deficit for such purpose.

The County Executive may, at any time during the fiscal year, transfer part or all of any unencumbered appropriation balance between classifications of expenditures within the same administrative unit, provided that prior approval by resolution of the Board of County Legislators shall be required if the proposed transfer (1) would result in a(n) cumulative increase exceeding five thousand dollars annually, (or such larger amount as the fiscal year in any one line item in the budget as adopted,) or (2) would affect any salary rate or salary total except as expressly permitted in this charter or code. If the County Executive requests in writing, the Board of County Legislators, by resolution effective immediately, may transfer part or all of any unencumbered appropriation balance from one county administrative unit to another provided, however, that no such transfer shall be made from appropriations for debt service, and no appropriation may be reduced below any amount required by law to be appropriated.

Section 611. Certain Resolutions of the Board of County Legislators Requiring a Two-Thirds vote. A resolution of the Board of County Legislators for any of the following specified purposes shall be passed by not less than a 2/3 vote of the whole number of the members of the Board of County Legislators: (a) a supplemental or emergency appropriation, (b) the issuance of budget notes or notes in anticipation of the collection of taxes or revenues, (c) the issuance of bonds, bond anticipation notes or capital notes and (d) any amendment offered to any of the above.

Section 612. Certain Obligations and Payments Prohibited. No payment shall be authorized or made and no obligation incurred against the county except in accordance with appropriations duly made, or except as permitted otherwise by the local finance law; provided that this shall not be construed to prevent contracting for capital

improvements to be financed by borrowing, or entering into any lawful contract or lease providing for the payment of funds beyond the end of the current fiscal year.

Section 613. Performance of Acts; Scheduling. Whenever the scheduling of the performance of an act shall be fixed by this article, the same may be changed by the code or an amendment thereof.

Section 614. Compensation of Elected Officials.

(a) All elected offices filled by the electors of the County of Oneida whose compensation is established in the county budget may be increased during their term of office in the manner set forth herein: in the case of the members of the County Board of Legislators, the salary fixed and paid during a fiscal year shall not exceed the salary specified in the notice of public hearing on the tentative budget prepared for such fiscal year and published pursuant to Section 606 of this charter; in the case of the other elected County officials, with the exception of the District Attorney, whose salary is fixed by Section 183-a of the Judiciary Law, such salaries may be increased during the term of such elected official by enactment of a local law subject to a referendum on petition, except that a cost of living adjustment or other yearly increment in salary may be allowed at the beginning of any year during the term of office, provided that a schedule of cost of living adjustments and/or yearly increments was in existence prior to the commencement of such term of office; these offices shall include the County Executive, the Comptroller, the County Clerk, the Sheriff and the County Coroners.

(b) There shall be a bipartisan subcommittee of the Board of Legislators, convened at the request of the Chairman of the Board of Legislators, to research and recommend to the full Board increases in the compensation paid to County elected officials. Such subcommittee shall consist of seven members who shall be appointed by the Chairman of the Board from the then current membership of the Board. The subcommittee shall be chaired by the Majority Leader and Minority Leader of the Board.

(c) The subcommittee shall, not less one month prior to the date of the County Executive's submission of a budget to the Board of Legislators, have made its recommendations to the County Executive and the Board of Legislators regarding any increase in compensation for those elected offices, other than the District Attorney, and the Board of Legislators may take the necessary procedural steps to include such increases in the budget and/or may take the necessary procedural steps to enact a local law to increase such salaries.

(d) The County Executive shall include such increases in compensation in his or her annual budget submitted to the Board of Legislators.

Section 614 was added by enactment of Local Law No. 1 of 1982.

Section 611 was amended by Local Law No. 2 of 1987.

Section 614(a) was amended by Local Law No. 3 of 1987.

Section 605 and 606 were amended by enactment of Local Law No. 7 of 1991.

Section 610 was amended by enactment of Local Law No. 3 of 1994 raising the County Executive transfer of funds limit to five thousand dollars.

Section 614 was amended by Local Law #1 of 2004 changing the method by which compensation of elected officials of the County may be increased during their terms of office.

Sections 606 and 607 were amended by Local Law No. 4 of 2006 changing the designated date requirement for adoption of the annual county budget.

ARTICLE VII

DEPARTMENT OF PUBLIC WORKS

Section 701. Department of Public Works; Commissioner; Qualifications

Section 702. Powers and Duties

Section 703. Divisions of the Department

Section 701. Department of Public Works; Commissioner; (Qualifications)

There shall be a department of public works, the head of which shall be the commissioner of public works, who shall be appointed on the basis of his or her experience and qualifications for the duties of such office. Such commissioner shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. (Upon the effective date of this charter, the office of county superintendent of highways and of county engineer, if any, shall be abolished and the powers and duties of such office shall devolve upon the department of public works.)

Section 702. Powers and Duties. Except as otherwise provided in this charter or code, the commissioner of public works shall:

- (a) Have all the powers and duties of a county engineer and a county superintendent of highways pursuant to the highway law or other applicable law.
- (b) Have charge and supervision of the design, construction and alteration of the county buildings, parking fields, drives, walks, docks, marinas, parks and recreational facilities, preserves, beaches, erosion projects, and such other structures and facilities in the nature of public works under the jurisdiction of the county.
- (c) Have charge and supervision of maintenance, repair and alterations of buildings owned or leased by the county, parking fields, drives, walks, docks, marinas, parks, recreational facilities, preserves, beaches, and other structures and facilities in the nature of public works under the jurisdiction of the county, including custodial care, unless otherwise provided in the code.
- (d) Have such powers and duties in relation to county facilities for drainage, flood control, sanitation, or water supply as may be prescribed in this charter, code or other applicable law.
- (e) Furnish engineering and other services to the Board of County Legislators, the County Executive, the Department of Planning and other county departments except as otherwise provided in this charter or code.

- (f) Have charge of and have the duty of performing such other functions concerning county property, public works and other matters as the Board of County Legislators or the County Executive may from time to time direct.

Section 703. Divisions of the Department. There shall be the following divisions within the Department of Public Works: division of highways, bridges and structures; division of buildings and grounds; division of engineering; division of reforestation; (division of the airport ;) and such other divisions as may be created within the department by local law or resolution of the Board of County Legislators. The commissioner shall appoint and assign a deputy to each division who shall act for and on behalf of the commissioner with respect to such division. It shall be the duty of each division head, while holding such position, to carry out the function of such division as provided by the charter, code, local law or by the directive of the commissioner. Such division head shall be subject to reassignment or transfer by the commissioner to other duties within the department.

Section 702 was amended by Local Law No. 11 of 1984 which transferred the Airport from a separate department to a division of the Department of Public Works.

Section 702(d) was amended by Local Law No. 13 of 1984.

Section 703 was amended by Local Law No. 1 of 1966 which added the Division of Water Pollution Control; Local Law No. 11 of 1984 which added the Division of Airport; and Local Law No. 13 of 1984 which added the Division of Solid Waste Management.

Section 704 was added by Local Law No. 1 of 1966 and was amended by Local Law No. 5 of 1982.

Section 705 was added by Local Law No. 13 of 1984.

Sections 702(d) and 703 were amended by Local Law No. 1 of 1987 which established a department of solid waste management and eliminated the division of solid waste management in the department of public works.

Section 705 was deleted by Local Law No. 1 of 1987.

Section 702(d) and Section 702 were amended by Local Law No. 6 of 1989 which established the Department of Water Quality and Water Pollution Control and eliminated the Division of Water Pollution Control in the Department of Public Works.

Section 704 was deleted by Local Law No. 6 of 1989.

Section 702(b) and (c) and Section 703 were amended by Local Law No. 2 of 1990 which created the Department of the Airport and abolished the division of the airport in the Department of Public Works.

Section 703 was amended by adding "division of the airport" by Local Law No. 1 of 1997 which eliminates Art. IX, the Department of the Airport, and creates a division of the airport within the Department of Public Works thereby realizing a cost savings to the county and eliminating any unnecessary duplication of facilities and personnel.

Section 703 was amended by Local Law No. 3 of 2007 deleting the reference to “division of the airport therein and re-establishing the division of the airport as the Department of Aviation in Article IX of the charter and code.”

ARTICLE VIII

BOARD OF ACQUISITION AND CONTRACT

Section 801. Board Created; Powers and Duties

Section 802. Execution of Contracts

Section 803. Prequalification of Bidders

Section 801. Board Created; Powers and Duties. There shall be a board of acquisition and contract which shall consist of the County Executive, Commissioner of Public Works, and the Chairman of the Board of County Legislators. The board of acquisition and contract (shall contract for and acquire by purchase or condemnation, all lands, buildings and other real property, the acquisition of which has be authorized by the Board of County Legislators, and) shall award all contracts for the construction, reconstruction, repair or alteration of all public works or improvements in accordance with all general, special and local law, rules and regulations governing same.

Section 802. Execution of Contracts. All contracts, (except for the purchase of supplies, material, equipment and services incidental thereto) shall be executed on behalf of the county by the County Executive in accordance with the provisions of this Article. Whenever a contract for public works involves the expenditure of the amount set forth in Section 103, sub-division (1) of the General Municipal Law of the State of New York, as amended, the contract shall be awarded to the lowest responsible bidder by sealed bids or proposals made in compliance with the (public)legal notice published at least once in an official newspaper or newspapers designated by the (board of acquisition and contract) by the Board of Legislators at least 10 days prior to the day on which such sealed proposals are to be opened. The bids or proposals shall be opened publicly in the presence of (at) the Director of Purchasing or his designee. (least two members of the board of acquisition and contract or their representatives.) The successful bidder must give security for the faithful performance of his contract, the adequacy and sufficiency of which shall be approved by the (board of acquisition and contract) Director of Purchasing or his designee. No contract shall be executed by the County Executive on behalf of the county until the same has been approved as to form by the County Attorney. A copy of each contract, when executed, shall be filed with the (Commissioner of Finance) County Law Department and the County Comptroller, together with a copy of any resolution (act), other than the annual appropriation resolution (act), upon which the right to make such contract rests.

Any and all leases of equipment, professional service contracts and personal service contracts, which do not require competitive bidding under the provisions of Section 103, subdivision 1 of the General Municipal Law and which are in excess of

\$50,000.00, shall be subject to the approval of a majority of members of the Oneida County Board of Legislators (after first being approved by the Board of Acquisition and Contract.) Any and all leases of equipment, professional service contracts and personal service contracts, which do not require competitive bidding under the provisions of Section 103, subdivision 1 of the General Municipal Law and which do not exceed \$50,000.00 shall be approved by the Board of Acquisition and Contract.

The Board of Acquisition and Contract shall also have approval authority for settlements of claims against the County which do not exceed \$10,000.

(Section 803. Prequalification of Bidders The Board of Acquisition and Contract may require the prequalification of bidders on any contract, subject to such conditions or procedure as shall be established by resolution of the Board of County Legislators.)

Section 802 was amended by Local Law No. 1 of 1981 to conform to State Law which sets forth minimum standards for competitive bidding for purchase contracts and public works contracts.

Section 802 was amended by Local Law No. 3 of 1991 to add paragraph 2 in order to improve efficiency in county Government and to give the Oneida County Board of Legislators final approval over awarding of certain personal service contracts.

Section 802 was amended by Local Law No. 3 of 2001 by replacing paragraph 3 of Article VIII Section 802 to increase the level of legislative review and oversight by granting the Board of County Legislators final approval authority over certain County leases of equipment, professional service contracts and personal service contracts in excess of \$50,000.00.

ARTICLE IX
DEPARTMENT OF AVIATION

Section 901. Department of the Aviation; Commissioner; Appointment

Section 902. Powers and Duties

Section 903 Accounting for Fees

Section 901. Department of Aviation; Commissioner; Appointment. There shall be a department of aviation, headed by a commissioner who shall be appointed on the basis of his or her administrative experience and his or her qualifications for the duties of the office by the County Executive, subject to confirmation by the Board of County Legislators.

Section 902. Powers and Duties. Except as otherwise provided in this charter or code, the commissioner of aviation shall:

- a. have charge and supervision of the County Airport including any and all buildings, structures, hangars, runways and all other County owned facilities located upon or used in connection with the County Airport;
- b. have charge and supervision of the maintenance, repair and alterations of buildings, structures, hangars, runways and other County owned facilities upon or used in connection with the County Airport;
- c. have all of the powers and duties in relation to the operation of the Airport facilities, subject to any rules, regulations, statutes or conditions of the federal and state aviation oversight agencies, as may be applicable;
- d. have the charge and duty of performing such other duties related to the operation and maintenance of the County Airport facilities and property and other aviation related matters as the Board of Legislators and the County Executive may from time to time direct;
- e. work in conjunction with all relevant federal, state and local economic development corporations and agencies to promote, market and develop the resources of the County Airport.
- f. make an annual report at the close of each fiscal year detailing the work of the department of aviation for the preceding year. Such report shall be filed with the Board of Legislators and the County Executive not later than the first day of March. The commissioner shall make such other reports as

may be required by the Board of Legislators or the County Executive or as may be required by the administrative code or other applicable law.

- g. when such positions are authorized by the County Executive and the Board of Legislators and within the limits of the appropriations provided therefore, have the power to appoint a deputy commissioner of aviation and such other assistants and employees as he or she may deem necessary for the performance of his or her duties. The deputy commissioner shall act for and on behalf of the commissioner and shall perform such duties as the commissioner prescribes.

Section 903. Accounting for Fees. All moneys to which the County may be entitled under and by virtue of the laws of the State of New York, or which the department of aviation may receive for aviation related services rendered, shall apply to and be for the benefit of the County Airport and shall be collected by the aviation commissioner, accounted for and paid over to the Commissioner of Finance within five days after the last day of each month of the fiscal year. Each statement shall have attached to it a certification by the aviation commissioner to the effect that the same is, in all respects, a full and true accounting of all monies received by the aviation commissioner for the preceding month. At the time of rendering any such statement, the aviation commissioner shall pay to the Commissioner of Finance, for the benefit of the County Airport, all monies received by the aviation commissioner during the preceding month. All other funds or fees collected or received by the aviation commissioner shall be collected, paid over, deposited and reported as set forth herein, except as otherwise specifically provided by law.

Section 902(b) was amended by Local Law No. 2 of 1995 to relieve the County of the burden of fulfilling unnecessary public notice and public hearing requirements for airport leases which procedures serve no legitimate public purpose.

Article IX is eliminated by Local Law No. 1 of 1997 in order to create a Division of the Airport within the Department of Public Works thereby realizing a cost savings to the county and eliminating any unnecessary duplication of facilities and personnel.

Article IX- Department of Aviation was re-established by Local Law No. 3 of 2007

ARTICLE X
DEPARTMENT OF SOCIAL SERVICES

- Section 1001. Department of Social Services; Commissioner
Section 1002. Powers and Duties of the Commissioner

Section 1001. Department of Social Services; Commissioner. There shall be a department of social services headed by a commissioner who shall be appointed on the basis of his or her administrative experience and his or her qualifications for the duties of the office by the County Executive subject to confirmation by the Board of County Legislators (and shall serve at the pleasure of the County Executive, except that the person serving as commissioner of social services at the time immediately prior to this charter taking effect, shall continue to serve as the commissioner of Department of Social Services until December 31, 1963;) and thereafter, the Commissioner of the Department of Social Services shall be appointed as provided herein for the term as set forth in Section 116 of the Social Services Law.

Section 1002. Powers and Duties of the Commissioner. Except as otherwise provided in this charter and code, the commissioner of social services shall:

- (a) Have all the powers and perform all the duties conferred on or required of a county commissioner of social services under the social services law or other applicable law.
- (b) Manage and supervise the (Oneida County Home and any other) social services (institutions) programs or agencies of the county when authorized by the County Executive and approved by resolution of the Board of County Legislators.
- (c) Perform such other related duties as shall be required or delegated to him or her by the County Executive or Board of County Legislators.

Sections 1001, 1002(a)(b) were amended by Local Law No. 2 of 1968 changing the name from the Department of Social Welfare to the Department of Social Services.

ARTICLE XI
DEPARTMENT OF HEALTH

(Section 1101.	Application of Article XI)
Section 110 <u>1</u> (2).	Department of Health; Commissioner or Public Health Director; Appointment; Term; Qualifications
Section 110 <u>2</u> (3).	Powers and Duties of the Commissioner or Director
Section 110 <u>3</u> (4).	Health Advisory Board
Section 110 <u>4</u> (5).	Sanitary Code
Section 110 <u>5</u> (6).	Organization of the Department
Section 110 <u>6</u> (7).	Continuation of Program

(Section 1101. Application of Article XI. In the event that the Oneida County Board of County Legislators shall establish a county or part county health district, then Article XI of this charter shall become effective.)

Section 1101(1102). Department of Health; Commissioner or Public Health Director; Appointment; Term; Qualifications. There shall be a department of health headed by a commissioner of health or public health director, who shall be appointed by the County Executive, subject to confirmation by the Board of County Legislators, to serve at the pleasure of the County Executive except as otherwise provided by law. (The A health advisory board, if so appointed as set for the herein, shall make recommendations in relation to the appointment of such commissioner or director.

If a commissioner of health is appointed, the appointee shall be a physician licensed to practice medicine in the State of New York, shall be educated and experienced in public health administration and shall possess such qualifications as are prescribed in the State Sanitary Code or otherwise by the public health council of the State of New York.

If a public health director is appointed, the appointee shall be educated and experienced in public health administration and shall possess such qualifications as are prescribed in the State Sanitary Code or otherwise by the public health council of the State of New York.

Section 1102(1103). Powers and Duties of the Commissioner or Director. Except as otherwise provided in this charter, the commissioner of health or public health director shall have all the powers and perform all the duties conferred or imposed upon

county or part-county health commissioners and/or public health directors, and/or county or part-county boards of health by law. In addition thereto, the commissioner or director shall perform such other and related duties as shall be required or delegated to him by the County Executive or Board of County Legislators.

Section 1103(1104). Health Advisory Board. There may (shall) be in the department a health an advisory board, the members of which shall be appointed by the County Executive. The composition of such advisory board in relation to the number of members and the professional, governmental, or other representation, and terms of such members, shall be as provided in the public health law for a county or part-county board of health. The health advisory board shall at the request of the commissioner or director and may on its own initiative, advise on matters relating to the preservation and improvement of the public health, and shall be advisory only, except as hereinafter provided.

Section 1104(1105). Sanitary Code. The (health advisory board) commissioner or director may, (subject to the approval of the commissioner or director,) recommend and submit to the Board of County Legislators for adoption, amendment or repeal thereof, such rules, regulations, orders and directions relating to health in the county or part-county health district, in such manner and form provided in and not inconsistent with the public health law or the state sanitary code. Any such rules, regulations, orders and directions so adopted, amended or repealed, by the Board of County Legislators shall be known as the Oneida County or part-county sanitary code. The Board of County Legislators shall have no power to adopt, amend or repeal the same, except pursuant to such recommendations of the commissioner or director. The County Sanitary Code and any amendments thereto must be approved by the New York State Department of Health prior to any approval or adoption by the Board of Legislators.

The provisions of such sanitary code shall have the force and effect of law, and shall be published as provided by the public health laws. Penalties for violation of or non-conformance with such code shall be as provided by such code or other applicable law. Certified copies shall be filed with the with the New York State Department of Health, the commissioner of health or public health director, the Clerk of the Board of County Legislators and the County Clerk and shall be received in evidence in all courts and proceedings in the state.

Section 1105(1106). Organization of the Department. The department of health shall be organized into such divisions and bureaus as shall be prescribed in the code.

(**Section 1107. Continuation of Program.** Pending the creation and establishment of a county or part county health district as herein provided, the present health program and department as it exists at the time this charter becomes effective shall continue except as otherwise provided in the code.)

NOTE: A part-county health district was established by Resolutions Nos. 82, 91 and 92 adopted by the Board of County Legislators on March 14, 1973.

Sections: 1102, 1103, 1104, 1105, were amended by the enactment of Local Law No. 9 of 1984 which provided for appointment of either a commissioner of health or a public health director.

ARTICLE X I I
DEPARTMENT OF MENTAL HEALTH

- Section 1201. Department of Mental Health; Commissioner; Appointment
Section 1202. Powers and Duties
Section 1203. Community Services Board

Section 1201. Department of Mental Health; Commissioner; Appointment.

There shall be a department of mental health headed by a commissioner who shall be appointed on the basis of his administrative experience and his qualifications for the duties of the office by the County Executive, subject to confirmation by the Board of County Legislators. Such qualifications shall meet the standards fixed by the state commissioner of mental hygiene.

Section 1202. Powers and Duties.

Except as otherwise provided in this charter, the commissioner of mental health shall have all the powers and perform all the duties now or hereafter conferred or imposed upon a director of community mental health and/or community mental health boards by law. He shall perform such other and related duties as shall be required or delegated to him by the County Executive or Board of County Legislators.

Section 1203. Community Services Board.

The County Executive shall appoint a community services board which shall make recommendations and suggestions to the County Executive relative to the qualifications and appointment of the commissioner of the department of mental health and relative to the qualifications and duties of the deputy commissioner, officers or employees of the department of mental health. The community services board shall recommend and suggest to the County Executive a program of community mental health services and facilities and rules and regulations concerning the rendition or operation of services and facilities in the community mental health program.

Section 1203 was amended by Local Law No. 3 of 1981 to conform the Charter to the Mental Hygiene Law of New York State, (Part 102)

ARTICLE XIII
DEPARTMENT OF PLANNING

Section 1301.	Application of Article XIII
Section 1302.	Department of Planning; Commissioner
Section 1303.	Planning Advisory Board

(Section 1301. Application of Article XIII. In the event that the Oneida County Board of Legislators shall create and establish a planning department, then Article XIII of this charter shall become effective, except as otherwise herein provided.)

Section 1301(1302). Department of Planning; Commissioner. There shall be a county planning department headed by a commissioner who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. The planning commissioner shall be a person qualified by professional training and experience in the field of metropolitan, regional, county and(or) municipal planning; shall have and exercise all the powers and duties of a county, metropolitan or regional planning board as authorized by law, and shall perform such other and related duties as shall be required or delegated to him by the County Executive or Board of County Legislators.

Section 1302(1303). Planning Advisory Board. There may be in the department a planning advisory board, the members of which shall be appointed by the County Executive. Such board shall be advisory to the planning commissioner in matters related to comprehensive metropolitan, regional, county and municipal planning.

NOTE: The Department of Planning was established by Resolution No. 10 adopted by the Board of County Legislators on January 16, 1963.

ARTICLE XIV
DEPARTMENT OF PERSONNEL

- Section 1401. Application of Article XIV; Oneida County Civil Service
Commission Abolished
- Section 1402. Department of Personnel; Commissioner of Personnel
- Section 1403. Powers and Duties

(Section 1401. Application of Article XIV; Oneida County Civil Service Commission Abolished. This article shall become effective January 1, 1963 and on such date the Oneida County Civil Service Commission shall be abolished.)

Section 1401(2). Department of Personnel; Commissioner of Personnel.
There shall be a department of personnel headed by a commissioner of personnel, who shall be appointed on the basis of his administrative experience and his qualifications for the duties of the office by the County Executive subject to confirmation by the Board of County Legislators, for a term of six (6) years as provided in (the) section 15b of the Civil Service law.

Section 1403. Powers and Duties.

(a) The commissioner of personnel shall have, with reference to the civil service of the county, the powers and duties of a county personnel officer as provided by the civil service law, and he shall be subject to such supervision and control by the State Civil Service Commission as are county personnel officers. The commissioner shall perform such other and related personnel duties as shall be required or delegated to him by the County Executive or Board of County Legislators.

(b) The commissioner may, when such positions are authorized by the Board of Legislators and within the appropriations provided therefore, appoint such deputies as he may deem necessary for the performance of his civil service and personnel duties. Such deputies shall act for or on behalf of the commissioner and shall perform such duties as the commissioner may prescribe.

ARTICLE X V
DEPARTMENT OF LAW

- Section 1501. Department of Law; County Attorney
Section 1502. Powers and Duties
Section 1503. (Deputy and) Assistant County Attorneys

Section 1501. Department of Law; County Attorney. There shall be a department of law headed by the County Attorney who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators. He shall be duly admitted to the practice of law in the State of New York and a resident of the County of Oneida. He shall serve at the pleasure of the County Executive.

Section 1502. Powers and Duties. Except as otherwise provided in this charter or code, the county attorney shall be the sole legal advisor for the county and every agency and office thereof on civil matters, and on its behalf in county matters of a civil nature, advise all county officers and employees and, where in the interest of the county, prepare all necessary papers and written instruments in connection therewith; prosecute or defend all actions or proceedings of a civil nature brought by or against the county; (on request) prepare resolutions, ordinances, legalizing acts and local laws to be presented for action by the Board of County Legislators, together with notices and other items in connection therewith; and perform such other and related duties as may be prescribed by law, by the County Executive or by resolution of the Board of County Legislators.

Section 1503. (Deputy and) Assistant County Attorneys. The county attorney shall have the power to appoint such (confidential deputy county attorneys,) assistant county attorneys, (officers) and employees of his department as shall be authorized by the Board of County Legislators and within the appropriations made therefor. All (deputy and) assistant county attorneys shall be in the exempt class of the civil service(,) and shall serve at the pleasure of the county attorney.

ARTICLE XVI
DEPARTMENT OF RECORDS

- Section 1601. Department of Records; County Clerk; Election
Section 1602. Powers and Duties

Section 1601. Department of Records; County Clerk; Election. There shall be a department of records headed by the county clerk, who shall be elected from the county at large. His term of office shall be for four years, beginning with the first day of January next following his election, (except that the provisions of this section with respect to such election, shall not take effect until the general election on 1963, at which a county clerk shall be elected for a four year term to commence on January 1, 1964,) and every county clerk elected thereafter shall have a term of four years. At the time of his election and throughout his term of office, he shall be a qualified elector of the county, shall devote his whole time to the duties of his office and shall hold no other public office.

Section 1602. Powers and Duties. Except where inconsistent with this charter, the county clerk shall appoint such deputies, officers and employees of the department as may be authorized by resolution of the Board of County Legislators and shall have and exercise all powers and duties now or hereafter conferred or imposed upon him by any applicable law. He shall perform such other and related duties as shall be required or delegated to him by the County Executive or the Board of County Legislators.

ARTICLE XVII
DISTRICT ATTORNEY

Section 1701.	Election
Section 1702.	Powers and Duties
Section 1703.	Assistant District Attorneys and Confidential Criminal Investigators

Section 1701. Election. There shall be a district attorney who shall be elected from the county at large. His term of office shall be for four years, beginning with the first day of January next following his election, (except that the provisions of this section with respect to such election, shall not take effect until the general election of 1963, at which a district attorney shall be elected for a four year term to commence on January 1, 1964, and every district attorney elected thereafter shall have a term of four years.) At the time of his election and throughout his term of office, he shall be a qualified elector of the county and duly admitted to the practice of law in the State of New York. He shall devote his whole time to the duties of his office and shall hold no other public office.

Section 1702. Powers and Duties. The district attorney shall have and exercise all powers and duties now or hereafter conferred or imposed upon him by any applicable law. He shall perform such other and related duties as shall be required of or delegated to him by the County Executive or the Board of County Legislators in accordance with applicable law.

Section 1703. Assistant District Attorneys and Confidential Criminal Investigators. Within the appropriations provided therefor, the District Attorney may appoint such number of assistant district attorneys and confidential criminal investigators as shall be determined and fixed by resolution of the Board of County Legislators. Every such appointment shall be in writing and filed with the department of records, and copies thereof with the Board of County Legislators and the County Executive. Any such appointment may be revoked by the District Attorney at any time by filing a written revocation with the department of records, and copies thereof with the Board of County Legislators and the County Executive. All such assistant district attorneys so appointed shall receive such salary as shall be determined and fixed by the Board of County Legislators. The District Attorney may designate, in writing, filed with the department of records, the order in which such assistant district attorneys shall exercise the powers and duties of the office in the event of the absence or temporary inability of such District Attorney to perform the duties of his office. Such designation may be revoked or changed by the District Attorney in writing filed with the department of records, Board of County Legislators and County Executive.

The (deputy) assistant district attorney or (deputy) assistant district attorney as designated in such writing shall, in case of vacancy in the Office of District Attorney, perform the duties of the District Attorney until a successor is elected or appointed and has qualified.

All such assistant district attorneys shall be duly admitted to the practice of law in the State of New York and residents of the County of Oneida or any adjoining county. Due to the confidential relationship between the district attorneys and confidential criminal investigators, the latter shall be in the exempt class of the civil service, and shall serve at the pleasure of the District Attorney.

The Oneida County Charter was amended by the addition of Section 1703 to Article XVII, by Local Law No. 4 of 1991, to provide and describe certain procedures and qualifications for the appointment of Assistant District Attorneys and Confidential Criminal Investigators to the staff of the District Attorney.

ARTICLE XVIII
OFFICE OF THE SHERIFF

Section 1801.	Election
Section 1802.	Powers and Duties
Section 1803.	(Jail) <u>Correctional</u> and Criminal Justice System Advisory Board

Section 1801. Election. There shall be a sheriff who shall be elected from the county at large. His term of office shall be for four years, beginning with the first day of January next following his election, (except that the provision of this section with respect to such election shall not take effect until the general election of 1963, at which a sheriff shall be elected for a four year term to commence on January 1, 1964, and every sheriff elected thereafter shall have a term of four years.) At the time of his election and throughout his term of office, he shall be a qualified elector of the county, shall devote his whole time to the duties of his office and shall hold no other public office.

Section 1802. Powers and Duties. The sheriff shall exercise such duties and appoint such personnel of the (department) office as may be authorized by resolution of the Board of County Legislators and shall have and exercise all powers and duties now or hereafter conferred or imposed upon him by any applicable law. All positions in the Sheriff's (Department) office which have been classified under Civil Service Law will be filled according to the Civil Service Law.

Section 1803. (Jail)Correctional and Criminal Justice System Advisory Board.

(a) The County Executive shall appoint a (jail) correctional and criminal justice system advisory board, subject to confirmation of the Board of Legislators, consisting of fifteen members, all of whom shall be residents of Oneida County. The County Executive shall appoint annually, on or before the 15th day of January each year, a chairman and vice-chairman of the Advisory Board. Said board shall (will) have the power to appoint (name) a secretary from its membership.

Meetings of said Advisory Board shall be held at the call of the Advisory Board Chairman or the County Executive on at least three days' written notice mailed to the last known address of said advisory board members.

(b) The composition of the (Jail) Correctional and Criminal Justice System Advisory Board shall be as follows: one representative of the Oneida County Court System, the Oneida County District Attorney or his designee, the Oneida County Public Defender Criminal or his designee, the Director of Oneida County Probation Department or his designee, the Oneida County Sheriff or his designee, two representatives of the education

community, versed in law-related subjects, one representative of the Oneida County Bar Association, one representative of the news media, and six citizens not affiliated with the criminal justice system.

(c) Members of the (Jail) Correctional and Criminal Justice System Advisory Board shall be appointed for a term of four years, (, except that of those first appointed, three shall be appointed for a one year term, four shall be appointed for a two year term, four shall be appointed for a three year term, and four shall be appointed for a four year term.)

(d) The purpose of said Advisory Board is to monitor the operations of the Oneida County jail and the county-financed criminal justice defense system for the purpose of developing recommendations that would result in the most efficient operation of the jail and criminal justice system in Oneida County.

(e) The members of said Advisory Board shall receive no salary or compensation for their services but shall, within appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

Section 1802 was amended by Local Law No. 2 of 1970, and Local Law No. 1 of 1973 to provide civil service status for certain employees.

Section 1803 was added by enactment of Local Law No. 4 of 1982.

ARTICLE XIX
MEDICAL EXAMINER

Section 1901.	Application of Article XIX
Section 1902.	Medical Examiner; Appointment and Qualifications
Section 1903.	Powers and Duties

Section 1901. Application of Article XIX. The Board of County Legislators shall have the power by local law, to abolish the office of coroner and create the office of appointed (appointive) medical examiner. Such local law shall not be subject to mandatory referendum, but must be adopted and filed in the office of the Secretary of State of New York at least 150 days prior to any general election. The terms of office of all coroners elected or appointed and holding office in the county at the time such local law is adopted and filed as hereinbefore provided, shall expire on December 31st following the adoption of such local law(, and) at the general election to be held in such year and thereafter no coroner shall be elected and Article XIX of this charter and applicable provisions of the code shall become and be effective on and after January 1, next succeeding such general election.

Section 1902. Medical Examiner; Appointment and Qualifications. There shall be a medical examiner who shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. He shall be a physician duly licensed to practice in the State of New York, and shall have such other qualifications as may be prescribed in the code or any applicable law.

Section 1903. Powers and Duties. The medical examiner shall have and exercise all powers and duties now or hereafter conferred or imposed upon him by any applicable law and shall perform such other related duties as shall be required or delegated to him by the County Executive or the Board of County Legislators.

ARTICLE XX
OTHER COUNTY BOARDS, OFFICES
INSTITUTIONS AND FUNCTIONS

Section 2001.	Board of Elections
(Section 2002.	Probation Office; Director- this section moves to Article XXVIII)
(Section 2003.	County Hospitals; Superintendants; Advisory Boards)
Section 2002.	Other Boards; How Appointed
Section 2003(5).	Additional Appointments by County Executive
Section 2004.	Miscellaneous Administrative Functions

Section 2001. Board of Elections. The Board of Elections, its powers and duties and the method of appointment of the members thereof by the Board of County Legislators shall continue as provided (by law) for by New York State Election Law.

(Section 2002. Probation Office; Director. There shall be an office of probation headed by a probation director, who shall be appointed in the manner provided by Section 938 b of the code of criminal procedure of the State of New York, and shall have such powers and duties as are provided by law.)Now Article XXVIII of the Oneida County Charter and Code.

(Section 2003. County Hospitals; Superintendants; Advisory Boards. The Oneida County Hospital Act being Chapter 218 of the Laws of 1912, as amended, to the extent inconsistent with this charter or code, is hereby repealed as of January 1, 1963.)(There shall be a county hospital superintendant for each of the county hospitals, at Rome and Broadacres. Each such superintendant shall be appointed by the County Executive on the basis of his training and experience in hospital administration, subject to confirmation by the Board of County Legislators. The term of each such appointee shall be for the term or balance there of the County Executive making such appointment. Except as otherwise provided in this charter or code, such superintendant shall have charge and supervision of his respective hospital; shall exercise all powers and duties of a hospital board managers; and shall perform such additional and related duties as may be prescribed by the County Executive and/or Board of County Legislators.)

(There may be a hospital advisory board for each of such hospitals, comprised each of 9 members appointed by the County Executive for five year staggered terms, subject to confirmation by the Board of County Legislators. At least two members of each board shall be physicians duly licensed to practice in the State of New York. Such boards shall at the request of the superintendant, and may on its own, advise on matters relating to county hospital operation, administration and improvement.)

Section 2002(4). Other Boards; How Appointed. The board of trustees of the Mohawk Valley Community College, the Alcoholic Beverage Control Board and the Fire Advisory Board shall continue as provided by law except that the power of appointment residing in the Board of County Legislators or in the chairman thereof of one or more members of each of said boards is transferred to and shall be exercised on and after January 1, 1963, by the County Executive, subject to confirmation by the Board of County Legislators. The appointment of any head, board or agency in relation to a county sewer, water, drainage or watershed protection district, if any, or to any other county district of a similar nature shall be by the County Executive, subject to confirmation by the Board of County Legislators.

Except as otherwise provided in this charter or code, other appointments to boards and like units shall be made by the County Executive, subject to confirmation by the Board of County Legislators. The Director of Workmen's compensation, however, shall continue to be appointed as now provided by local law and the laws of the State of New York applicable thereto.

Section 2003(5). Additional Appointments by County Executive. Subject to confirmation by the Board of County Legislators and except as otherwise provided in this charter and code, the County Executive shall appoint the head of any other or additional administrative unit of the county, including among others, the director of the emergency management office, director of veteran's service(,) and fire coordinators, county historian, (veterinarian, meat inspector, tax agent, veteran's headstone inspector, dog warden), subject to confirmation by the Board of Legislators.

Section 2004. Miscellaneous Administrative Functions. Administrative functions not otherwise assigned by this charter or code shall be assigned by the County Executive to an administrative unit.

Section 2002 was amended by Local Law No. 2 of 1968, changing the name from Mohawk Valley Technical Institute to Mohawk Valley Community College.

Section 2003 was amended by Local Law No. 3 of 1980, deleting "Sealer of Weights and Measures".

Section 2003 was amended by Local Law No. 1 of 1985, changing the "director of civil defense" to the "director of emergency management office".

ARTICLE XXI
SERVICE RELATIONSHIPS

- Section 2101. Local Government Functions, Facilities and Powers Not Transferred, Altered or Impaired
- Section 2102. Contracts with Public Corporations and Public Authorities

Section 2101. Local Government Functions, Facilities and Powers Not Transferred, Altered or Impaired. No function, facility, duty or power of any city, town, village, school district or other district, or of any officer thereof is or shall be transferred, altered or impaired by this charter or code.

Section 2102. Contract with Public Corporations and Public Authorities.

The County of Oneida shall have power to contract with any public corporation including but not limited to a municipal district or a public benefit corporation as defined in Section 3 of the General Corporation Law or with any public authority or combination of the same for the establishment, maintenance and operation of any facility and the rendering of any service which each of the contracting parties would have legal authority to establish, maintain, operate or render for itself. The costs and expenses incurred as well as charges for central facilities and administrative services relating thereto shall be borne proportionately by each such contracting party as agreed upon.

ARTICLE XXII
GENERAL PROVISIONS

- Section 2201. Administrative and Advisory Boards
- Section 2202. Approval of Contracts
- Section 2203. Civil Service Rights Continued; Status of Certain County Officers Previously Appointed; Removal of Certain County Officers Hereafter Appointed
- Section 2204. Classified Service, Exemptions
- Section 2205. Filling Vacancy in Elective Office of County Executive
- Section 2206. Filling Vacancy in Elective Office of Comptroller, County Clerk, District Attorney or Sheriff
- Section 2207. Filling Other Vacancies
- Section 2208. Power to Administer Oaths and Issue Subpoenas

Section 2201. Administrative and Advisory Boards. (Resolution #108 adopted by the Oneida County Board of Legislators May 10, 1961, is hereby repealed.) The board of trustees of Mohawk Valley Community College shall have such powers and only such powers as those specified in the Education Law of the State of New York. Except as provided in such Education Law, such board shall be advisory and subject to the provisions of this charter and code.

Except as otherwise provided in this charter or code, every other board, the members of which are appointed, shall be an advisory board consisting of such members, and the members thereof shall be appointed for such terms as are or may be provided in this charter or code. Wherever provision is made in this charter or code for the appointment of an advisory board, the members so appointed, unless otherwise provided, shall serve at the pleasure of the appointing authority.

Section 2202. Approval of Contracts. Except as otherwise provided in this charter or code, every contract to which the county is a party shall require approval by the Board of County Legislators, if said contract is for (a) the sale or purchase or lease of real property; (b) the erection, alteration or demolition of a building or other structure; (b)(c) the providing of facilities or the rendering of services by, for or with any other public corporation; (c) the lease of equipment, professional service contracts and personal service contracts in excess of fifty thousand dollars. All such contracts shall be executed by the County Executive, except as otherwise provided in this charter or the code.

Section 2203. Civil Service Rights Continued; Status of Certain County Officers Previously Appointed; Removal of Certain County Officers Hereafter Appointed. The civil service status and rights of all county employees and their

beneficiaries, including but not limited to those with respect to retirement and social security, shall not be affected by this charter or code. (Except as otherwise provided by this charter or code, the terms of all county officers whose appointment under this charter is vested in the County Executive shall terminate on December 31, 1962, provided that any such officer, unless removed, shall continue to serve until his successor is appointed and has qualified or until an interim appointment is made. Any county officer appointed by the County Executive for a definite term or whose appointment is subject to confirmation by the board of County Legislators may be removed prior to the end of such term, after receipt of written notice from the County Executive. A copy of such notice shall be filed in the office of the clerk of the Board of Legislators. Such county officer, by written request filed with the Clerk, shall be given an opportunity to be heard by a bipartisan board of review consisting of five members of the Board of County Legislators appointed by the chairman thereof. Upon such hearing, removal shall be effected only by a majority vote of such board review.)

Section 2204. Classified Service, Exemptions. All positions in all departments, offices, institutions, and agencies of the county, shall be in the classified service, except those held by the following: (1) elective officers; (2) heads of departments; ((3) members of all boards, commissions and committees; (4)) (3) the medical examiner; and (5)) (4) the commissioner of jurors; (5) all officers and employees of the Board of County Legislators; (6) all members, officers and employees of the Board of Elections; and (7) all other persons as specifically prescribed by statute. For the purpose of this section, the heads of the divisions within the executive branch, including but not limited to budget, purchase, central services, (research, and) traffic safety (and recreation) and the youth bureau, shall be deemed to be the heads of departments. The following positions in the classified service shall be included in the exempt class: (1) deputies who are authorized to act generally for and on behalf of their principals; (2) the confidential secretary to any officer or department head; (3) calendar clerk, personnel officer; (4) assistant district attorneys; (5) (deputy and) assistant county attorneys; and(6) deputy and assistant public defenders, (and (7) contractors engaged to perform specific services and their employees.)

Section 2205. Filling Vacancy in Elective Office of County Executive. A vacancy, otherwise than by expiration of term in the office of County Executive, shall be filled by appointment by the Board of County Legislators of a qualified elector of the county, having the same political affiliation as the person last elected to such office. The person so appointed shall hold office by virtue of such appointment until the commencement of the political year next succeeding the first annual election after the happening of the vacancy, at which election a County Executive shall be elected for the balance of the unexpired term, if any.

Section 2206. Filling Vacancy in Elective Office of Comptroller, County Clerk, District Attorney or Sheriff, Coroner and County Legislator. A vacancy, otherwise than by expiration of term in any elective county office, including but not

limited to the office of comptroller, county legislator and coroner (county clerk, district attorney or sheriff,) shall be filled by appointment by the County Executive, subject to confirmation by the Board of County Legislators, of a qualified elector of the county, having the same political affiliation as the person last elected to such office. The person so appointed shall hold office by virtue of such appointment until the commencement of the political year next succeeding the first annual election after the happening of the vacancy, at which election, a comptroller, (county clerk, district attorney or sheriff,) county legislator or coroner as the case may be, shall be elected for the balance of the term, if any.

Vacancies in the offices of the county clerk, sheriff and district attorney shall be filled in accordance with section 400 of County Law.

Section 2207. Filling Other Vacancies. Except as otherwise provided in this charter or code, a vacancy in the office of the head of any administrative unit, the head of which, by virtue of this charter, the County Executive shall have the power to appoint or remove, shall be filled by a person who shall be appointed on the basis of his administrative experience and his qualifications for the duties of such office by the County Executive subject to confirmation by the Board of County Legislators where provided. Except as otherwise provided in this charter or code, the (head of any administrative unit) County Executive shall have the power to fill vacancies occurring within such administrative unit upon recommendation of the department head and pursuant to the civil service law.

Section 2208. Power to Administer Oaths and Issue Subpoenas. The Chairman of the Board of County Legislators, the County Executive, the Comptroller and such other county officers as may be authorized by this charter, code or other applicable law shall have the power to subpoena and compel the attendance of witnesses and the production of books, records and papers, as the same may be pertinent to their respective offices. Any county officer authorized to hold a hearing or conduct an investigation shall have the power to administer oaths or affirmations, subpoena witnesses and compel attendance of witnesses in connection therewith.

Section 2201 was amended by Local Law No. 2 of 1968 which changed the name of Mohawk Valley Technical Institute to Mohawk Valley Community College.

ARTICLE XXIII

APPLICATION OF CHARTER

Section 2301.	Adoption of Charter; When Effective
Section 2302.	Amendment of Charter
Section 2303.	Terms of Certain Elective County Officers
Section 2304.	Continuity of Authority, Completion of Unfinished Business
Section 2305.	Separability
Section 2306.	Charter to be Liberally Construed

Section 2301. Adoption of Charter; When Effective. This charter shall become and be effective on or after January 1, 1963, upon approval by public referendum in the manner provided by law. The administrative code may be adopted and amended by local law at any time subsequent to the approval and adoption of this charter. (The first county executive shall be elected at the general election in 1962 and shall take office on January 1, 1963. The comptroller shall be first elected at the general election in 1964 and the person then elected shall, upon qualifying, take office on January 1, 1965 for a three year term and every comptroller elected thereafter shall have a term of four years. Pending election and qualifying for office, the incumbent county comptroller, county clerk, district attorney, and sheriff shall have the powers to perform the duties prescribed in this charter and code for the elective office of comptroller, county clerk, district attorney and sheriff respectively.)

Section 2302. Amendment of Charter. This charter may be amended in the manner provided by law. Except as otherwise provided by this charter, any local law which would create or abolish an elective county office, change an elective office to appointive or an appointive office to elective or change the powers of an elective county officer shall be subject to mandatory referendum. (No local law which would abolish or change an administrative unit prescribed in this charter or the power of an appointive county officer in the executive branch shall be enacted before January 1, 1963.)

Section 2303. Terms of Certain Elective County Officers. The terms of office for the county executive, comptroller, county clerk, district attorney and sheriff shall be four (4) years except as otherwise provided in this charter. The terms of office for county legislators shall be two (2) years.

Section 2304. Continuity of Authority; Completion of Unfinished Business. The performance of functions pursuant to the provisions of this charter shall be deemed and held to constitute a continuation thereof for the purpose of succession to all rights,

powers, duties and obligations attached to such functions. Any proceedings or other business undertaken or commenced prior to the effective date of this charter may be conducted and completed by the county officer or administrative unit responsible therefor under this charter or code.

This charter shall not be deemed to invalidate any obligations heretofore issued by the County of Oneida or by any of its commissions, boards or agencies and such obligations shall be and remain binding obligations of the county. In the event any obligation shall have been issued in anticipation of the issuance of bonds by the county or by any of its commissions, boards or agencies, the county is hereby empowered to issue such bonds as legal and binding obligations of the county.

For the purpose of this section, a public authority shall not be deemed a county commission, board or agency.

Section 2305. Separability. If any clause, sentence, paragraph, section or article of this charter shall be adjudged by any court of competent jurisdiction to be invalid, such adjudication shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or article thereof directly involved in the proceeding in which such adjudication shall have been rendered.

Section 2306. Charter to be Liberally Construed. This charter shall be liberally construed to effectuate its objectives and purposes.

ARTICLE XXIV
PUBLIC DEFENDER

- Section 2401. Establishment of Office; Appointments
Section 2402. Powers and Duties
Section 2403. Assistant Public Defenders and Confidential Investigators

Section 2401. Establishment of Office; Appointments. There shall be a Public Defender's office (with two divisions of the same designated as Public Defender – Criminal Division and Public Defender – Civil Division) and (T)the County Executive shall appoint a Public Defender to administer (each division)such department, which (such) appointment(s to) shall be subject to (the) confirmation by(of) the Board of County Legislators. Such Public Defender(s) shall serve at the pleasure of the County Executive and shall be duly admitted to the practice of law in the State of New York. Such Public Defender(s) shall be a resident(s) of the County of Oneida and shall devote (their)his entire time to the duties of (their) his office and shall not engage in any other practice of law. See Article XXIX for new department of Civil Defender

Section 2402. Powers and Duties. The Public Defender (- Criminal Division and the Public Defender – Civil Division) shall have and exercise all powers and duties now or hereafter conferred upon him (or her) by Section 717(1) of the County Law of the State of New York or any applicable law. The Public Defender(s) shall perform such other and related duties as may be prescribed by law, by the County Executive or by resolution of the Board of County Legislators.

Section 2403. Assistant Public Defenders and Confidential Investigators. The Public Defender (- Criminal Division and the Public Defender – Civil Division) shall have the power to appoint such assistant public defenders, confidential investigators, secretaries and other employees of his or her department as authorized by the County Executive and within the appropriations made therefor by the Board of County Legislators.

Article XXIV was added to the Charter by enactment of Local Law No. 3 of 1965.

Section 2401 amended by enactment of Local Law No. 5 of 1984 pertaining to term of office.

Sections 2401, 2402 and 2403 were amended by enactment of Local Law No. 3 of 1996 to create a civil division of the Public Defender's Office.

ARTICLE XXV
(DEPARTMENT OF) OFFICE FOR (OF) THE AGING AND CONTINUING
CARE

- Section 2501. (Department of) Office for(of) the Aging and Continuing Care;
Director
- Section 2502. Powers and Duties

Section 2501. Department of Office of the Aging; Director. There shall be an (department of) office (of)for the aging and continuing care, the head of which shall be the director of office for (of) the aging and continuing care, who shall be appointed by the County Executive, subject to the confirmation of the Board of County Legislators. The director so appointed shall serve at the pleasure of the County Executive.

Section 2502. Powers and Duties. The director of the office of the aging shall have the following powers and duties:

- (a) To advise and assist the County Executive in developing policies designed to help meet the needs of the aging and disabled and to encourage the full participation of the aging in society.
- (b) To coordinate programs and activities relating to the aging and community based long term care.
- (c) To cooperate with and (assist political subdivisions) other municipalities in the development of local programs for the (aging) elderly, disabled and family caregivers.
- (d) To annually (render each year) submit to the County Executive a written report of the activities and recommendations of the office for (of) the aging and continuing care.
- (e) To participate in and cooperate with an advisory council known as the OFA/OCC Advisory/Long Term Care Council, whose members are appointed by the County Executive, subject to confirmation by the Board of Legislators.

Article XXV was added to the Charter by the enactment of Local Law No. 1 of 1974.

ARTICLE X X V I

DEPARTMENT OF SOLID WASTE MANAGEMENT

The Department of Solid Waste Management was deleted per
Public Authorities Law, Article 8, Section 2049-yy

ARTICLE XXVII
DEPARTMENT OF WATER QUALITY AND
WATER POLLUTION CONTROL

- Section 2701. Department of Water Quality and Water Pollution Control;
Commissioner; Qualifications
- Section 2702. Powers and Duties
- Section 2703. Water Quality and Water Pollution Control Advisory Board

Section 2701. Department of Water Quality and Water Pollution Control; Commissioner; Qualifications. There shall be a Department of Water Quality and Water Pollution Control, the head of which shall be appointed on the basis of his or her experience and qualifications for the duties of such office. The Commissioner shall be a person with professional experience in the planning and management of water quality and water pollution control activities, organization and facilities, and shall be appointed by and serve at the pleasure of the County Executive, subject to the confirmation by the Board of County Legislators.

Section 2702. Powers and Duties. Except as otherwise provided in this charter or code, the Commissioner of Water Quality and Water Pollution Control shall:

- (a) Be responsible for the administration and operation of the Water Quality and Water Pollution Control Facility and County interceptor lines, and
- (b) Be responsible for the development of proposals for County owned water pollution control facilities and activities, and
- (c) Be responsible for the administration of planning, studies, development and operation of the County owned water facilities and Water Pollution Control facilities, including advising and supervising (of) with regard to the design and construction of all capital projects for any and all County owned Water Pollution Control facilities, and
- (d) Be responsible for coordinating (on) with local governments (of) the (all) planning, development and operation of the County owned water facilities and Water Pollution Control facilities, and coordination (also) with any other participating counties, and
- (e) Be responsible for negotiation with appropriate private, not-for-profit, and public agencies involved with (in) the County owned Water Pollution Control facilities, and
- (f) Assist the municipalities within the County in the planning and development of water facilities and water pollution control facilities, and
- (g) Develop, with the participation of the County Executive and the County Legislature, long term plans for water quality and sewage and sludge disposal.

Section 2703. Water Quality and Water Pollution Control Advisory Board.

There shall be a Water Quality and Water Pollution Control Advisory Board composed of the chief executive officer or his or her designee of each (contractually involved) municipality (party) which is involved in or has contracted with (to) the Water Pollution Control facility. The advisory board shall advise the Commissioner of Water Pollution Control in matters relating to the Water Pollution facility and water pollution activities. This board shall be chaired by a Chairperson and Vice-Chairperson appointed by the membership.

Article XXVII was added by the enactment of Local Law No. 6 of 1989 which created the Department of Water Quality and Water Pollution Control and abolished the Division of Water Pollution Control in the Department of Public Works.

ARTICLE XXVIII

PROBATION DEPARTMENT

Section 2801. Department of Probation; Appointment of Director; Qualifications

Section 2802. Powers and Duties

Section 2801 Department of Probation; Appointment of Director; Qualifications

There shall be a department of probation headed by a Probation Director who shall be appointed by the County Executive, subject to confirmation by the Board of Legislators after such director shall have qualified for such position under the New York State Civil Service regulations applicable thereto.

Section 2802 Powers and Duties The Probation Director shall have the power to appoint all deputies, supervisors, probation officers and other employees within the approved appropriations therefor.

The Probation Department shall perform probation related services including, but not limited to, intake, investigation, pre-sentence reporting, supervision, conciliation, social treatment and such other functions and services as may be assigned to the department pursuant to and in compliance with Section 256 of the New York State Executive Law.

This section is being added to properly reflect departmental changes.

ARTICLE XXIX

OFFICE OF THE CIVIL DEFENDER

Section 2901. Establishment of Office; Appointments

Section 2902 Powers and Duties

Section 2903. Assistant Civil Defenders

Section 2901. Establishment of Office; Appointments. There shall be an office of the Civil Defender. The County Executive shall appoint a Civil Defender to administer such office, such appointment shall be subject to the confirmation of the Board of County Legislators. Such Civil Defender shall serve at the pleasure of the County Executive and shall be duly admitted to the practice of law in the State of New York. The Civil Defender shall be a resident of Oneida County and shall devote their entire time to the duties of their office and shall not engage in any other practice of law.

Section 2903. Powers and Duties. The Civil Defender shall have and exercise all of the powers and duties now or hereafter conferred upon him by Section 717, subdivision 2 of the County Law of the State of New York or any applicable law. The Civil Defender shall perform such other and related duties as may be prescribed by law, by the County Executive or by resolution of the Board of County Legislators.

Section 2903. Assistant Civil Defenders. The Civil Defender shall have the power to appoint such assistant civil defenders, paralegals, confidential secretary or other employees of his department as authorized by the County Executive and within the appropriations made therefore by the Board of County Legislators.

This section is being added to reflect changes within the Section XXIV – Public Defender.

2. That the Oneida County Administrative Code shall be amended by the deletion of all matters in (parentheses) and the addition of all matters underscored as set forth below:

(Remainder of page intentionally left blank)

**ONEIDA COUNTY
ADMINISTRATIVE
CODE**

**Adopted By
Local Law No. 5 of 1962
on
December 19th, 1962
Resolution No. 369**

LOCAL LAW NO. 5 ----- 1962

TO BECOME EFFECTIVE JANUARY 1, 1963

(A LOCAL LAW IN RELATION TO THIS ADOPTION OF AN ADMINISTRATIVE CODE FOR THE COUNTY OF ONEIDA, STATE OF NEW YORK, IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 6 AND 6A OF THE COUNTY LAW OF THE STATE OF NEW YORK.)

(BE IT ENACTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF ONEIDA AS FOLLOWS:)

ONEIDA COUNTY ADMINISTRATIVE CODE

TABLE OF CONTENTS:

ARTICLE I	Oneida County and Its Government
ARTICLE II	Legislative Branch
ARTICLE III	Executive Branch
ARTICLE IV	Department of Audit and Control
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ARTICLE VI	Financial Procedures
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ARTICLE VIII	Board of Acquisition and Contract
ARTICLE IX	Department of (The Airport) <u>Aviation</u>
ARTICLE X	Department of Social Services
ARTICLE XI	Department of Health
ARTICLE XII	Department of Mental Health
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ARTICLE XIV	Department of Personnel
ARTICLE XV	Department of Law
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ARTICLE XIX	Medical Examiner
ARTICLE XX	Other County Boards, Offices, Institutions and Functions
ARTICLE XXI	Service Relationships
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ARTICLE XXIII	Application of Code
ARTICLE XXIV	Public Defender
ARTICLE XXV	(Department of)Office (of) <u>for the Aging and Continuing Care</u>
(ARTICLE XXVI	Department of Solid Waste Management - Deleted by Public Authorities Law Art. 8, Sec. 2049-yy)
ARTICLE XXVII	Department of Water Quality and Water Pollution Control
<u>ARTICLE XXVIII</u>	<u>Probation Department</u>
<u>ARTICLE XXIV</u>	<u>Office of the Civil Defender</u>

ARTICLE I

ONEIDA COUNTY AND ITS GOVERNMENT

Section 101.	Title and Purpose
Section 102.	County Status, Powers and Duties
Section 103.	Effect on State Laws
Section 104.	Effect on Local Laws, Ordinances and Resolutions
Section 105.	Definitions
Section 106.	<u>Gender Clause</u>
<u>Section 107</u>	<u>County Seal</u>

Section 101. Title and Purpose. This code, together with any and all amendments hereto, if any, shall be known and may be cited as the "Oneida County Administrative Code". The purpose of this code is to set forth the details of administration of the Oneida County government consistent and in harmony with the purposes, intent and provisions of the Oneida County Charter.

In furtherance hereof, there shall be convened once every five years beginning on January 1, 2012 a Charter Review Committee to formulate and recommend any amendments to the Oneida County Charter and Oneida County Administrative Code and to make such recommendations to the Board of County Legislators. The membership of such committee shall be as determined by the Chair of the Board of Legislators.

Section 102. County Status, Powers and Duties. Oneida County, upon adoption of this code, as hereinafter provided, shall be and remain a municipal corporation under its then name and shall exercise all of the rights, privileges, functions and powers conferred upon it by the charter, code or any other applicable statute not inconsistent with such charter or code. It shall be subject to all duties and obligations imposed upon it by existing or subsequent laws not inconsistent with the charter or code, including all powers necessarily incidental to or which may be fairly implied from the powers specifically conferred upon such County.

Section 103. Effect on State Laws. The charter and code provide(s) a form and structure of county government in accordance with the provisions of Article (6A)4of the (County)Municipal Home Rule Law of the State of New York, and all special laws relating to Oneida County and all general Laws of the State of New York, shall continue in full force and effect except to the extent that such laws have been repealed, amended, modified, or superseded in their application to Oneida County by enactment and adoption of the charter and code. Within the limitations prescribed in said Municipal Home Rule Law, (Article 6A of the County Law) wherever and whenever any state law, general, special or local in effect, conflicts with the charter or code or is inconsistent therewith, such law shall be deemed to the extent of such conflict or inconsistency, to be superseded by the charter and code insofar as the County of Oneida and its government are affected.

Section 104. Effect on Local Laws, Ordinances and Resolutions. All local laws, ordinances and resolutions of the Board of County Legislators of the County of Oneida heretofore adopted, shall continue in full force and effect except to the extent that such laws have been repealed, amended, modified or superseded in their application to Oneida County by the enactment and adoption of the charter and code.

Section 105. Definitions. Wherever used in this code, unless otherwise expressly stated, or unless the context or subject matter otherwise requires:

- (a) "County" shall mean the County of Oneida
- (b) "Charter" and "County Charter" shall mean the Oneida County Charter and all amendments thereto
- (c) "Code" shall mean the Oneida County Administrative code and all amendments thereto
- (d) "Board of County Legislators" shall mean the elective legislative body of the County of Oneida
- (e) "Administrative unit" shall mean any department, executive division, institution, office or other agency of county government except a bureau, division, section or other subordinate part of any of the foregoing
- (f) "Administrative head" shall mean the head of any administrative unit
- (g) "Authorized agency" shall mean any agency authorized by the charter, code, or applicable law, including but not limited to those authorized by Section 224 of the County Law, to receive and expend county funds for a county purpose
- (h) "Executive division" shall include but not be limited to the divisions of the

budget, purchase, central services, (research), traffic safety, (recreation) youth bureau and related programs and such other divisions of the executive department as may be hereinafter authorized

- (i) “Quorum” shall mean a majority of the whole number of the membership of the board, commission, body or other group of persons or officers charged with any county public power, authority or duty to be performed or exercised by them jointly, and not less than a majority of the whole number may perform and exercise such power, authority or duty. “Whole number” shall mean the total number which the board, commission, body or other group of persons or officers would have were there no vacancies and were none of the persons or officers absent or disqualified from acting
- (j) “Legislature” shall mean the legislature of the State of New York

Section 106 Gender Clause Wherever in this Charter the masculine gender is used, the feminine and neuter gender shall be deemed to be included, if otherwise applicable or appropriate.

Section 107(6). County Seal.

- (a) The following design is hereby adopted as the official and standard design of the seal of the County of Oneida.



- (b) Such seal shall be used for all authorized and requisite purposes

Due to change in Oneida County Legislative Branch, Local Law No. 5 of 1967 was enacted to change name to "Board of County Legislators" in place of "Board of Supervisors"; also change of name to Legislative Districts" in place of "Supervisory Districts"; for change of name to "County Legislator" in place of "Supervisor".

ARTICLE II
LEGISLATIVE BRANCH

- Section 201. The Board of County Legislators
- Section 202. Powers and Duties
- Section 203. Local Law; Definitions; Power to Adopt; Amend and Repeal;
Effect on Legislative Acts
- Section 204. Form and Procedure; Referral to Advisory Board
- Section 205. Filing and Publication of Local Laws; Judicial Notice
- Section 206. Referendum
- Section 207. Effective Date
- Section 208. Ordinances
- Section 209. Conference Expenses
- Section 210. Petty Cash Funds

Section 201. The Board of County Legislators. There shall be a Board of County Legislators to be elected one from each of the following legislative districts and sitting together they shall constitute the Oneida County Board Legislators:

LEGISLATIVE DISTRICT	TOWNS/CITY	ELECTION DISTRICT
1	ROME	4-1
		4-2
		5-1
		5-2
		5-3
		5-4
		7-1
2	VERNON	2
		3

		4
		5
	VERONA	5
3	AUGUSTA	1
		2
	MARSHALL	1
		2
	SANGERFIELD	1
		2
	VERNON	1
4	ANNSVILLE	3
	VERONA	3
		4
		6
	VIENNA	1
		2
		3
		4
5	ANNSVILLE	1
		2
	CAMDEN	1
		2
		3
	FLORENCE	1
6	BOONVILLE	1
		2
		3
		4
	FORESTPORT	1
		2
	REMSEN	1
	STEUBEN	1
7	ROME	1-1
		3-1
		3-2
		3-3
		3-5
		4-3
		4-4

		4-5
8	MARCY	1 2 3 4
9	DEERFIELD	1 2 3
	TRENTON	1 2 3 4
10	KIRKLAND	1 3
	WESTMORELAND	1 2
	WHITESTOWN	15
11	WHITESTOWN	13 4 5 6 7 8 9
12	FLOYD	2
	ROME	1-4 2-2 3-4
	VERONA	1 2
13	WHITESTOWN	1 10 11 12 14 16 2 3
14	NEW HARTFORD	1-3 2-1

		2-2
		3-2
		4-1
		4-2
		4-3
15	NEW HARTFORD	1-1
		1-5
		2-3
		2-4
		3-1
		3-3
		3-4
16	BRIDGEWATER	1
	NEW HARTFORD	1-4
		1-2
	PARIS	1
		2
		3
17	AVA	1
	LEE	1
		2
		3
		4
	WESTERN	1
		2
		3
18	KIRKLAND	10
		2
		4
		5
		6
		7
		8
		9
	NEW HARTFORD	4-4
19	UTICA	2-3
		3-1
		3-10

		3-2
		3-3
		3-4
		3-9
20	LEE	5
	ROME	6-1
		6-2
		6-3
		6-4
		7-3
		7-5
21	UTICA	3-5
		3-6
		3-7
		3-8
		5-2
		5-3
22	UTICA	2-1
		2-2
		2-4
		2-5
		2-6
		5-7
23	UTICA	1-1
		1-5
		1-2
		1-3
		1-4
		1-8
		2-8
24	UTICA	6-1
		6-2
		6-3
		6-4
		6-5
		6-6
		6-7
25	UTICA	4-1
		5-1

		5-4
		5-5
		5-6
26	UTICA	4-2
		4-3
		4-4
		4-5
		4-8
		4-9
		6-8
27	UTICA	1-6
		1-7
		4-6
		4-7
		6-9
28	ROME	2-1
		2-3
	WESTMORELAND	3
		4
29	FLOYD	1
		3
	ROME	1-2
		1-3
		6-5
		7-2
		7-4

That all reference to towns apply to that territory wholly contained in each of the towns of Oneida County as of January 1, 2000. All references to election districts apply to that territory wholly contained in each of the election districts enumerated on the official maps kept by the Oneida County Board of Elections as of August 1, (2002) 2006.

That the above described districts are enumerated and set forth on maps filed with the Clerk of the Board of County Legislators of Oneida County, which maps shall remain on file and shall be considered and hereby are made a part of this (amendment to the) Oneida County Charter and (to the)Oneida County Administrative Code.

The Chairman of the Board of County Legislators of Oneida County shall appoint either a bi-partisan committee of six Board members or a bi-partisan citizens' committee to evaluate the existing county legislative districts for equity and representation in relation to population within a reasonable time period after the publication of the results

of the regular federal population census taken in Oneida County in the year Two Thousand and Ten, or within a reasonable period of time after the publication of the results of any federal census taken in Oneida County or within a reasonable period of time after the publication of the results of any federal or special population census, taken pursuant to Section Twenty of the General Municipal Law and held not more than once every five years; or, after any annexation which has the effect of increasing or decreasing the population of any county legislative district by more than ten percent.

The committee shall study the population data and, within six months after its appointment, make recommendations, if necessary, in the form of a proposed local law as to changes in the boundaries of the county legislative districts. In their deliberations to redesign the legislative districts, the committee shall consider the application of the “one person, one vote” concept of previous federal court decisions and compliance with the Equal Protection Clause of the 14th amendment of the United States Constitution and Article, Sections 1 and 11 of the New York State Constitution.

Within seven months after the submission of the report of the committee, which shall be submitted to the County Board of Legislators in the form of a local law, the Board of County Legislators shall conduct a public hearing on the proposed changes, if any, and shall then enact a local law setting forth revised district boundaries subject to a (permissive referendum) referendum on petition pursuant to Section 24 of the Municipal Home Rule Law.

If at any time a local law setting forth revised district boundaries is defeated in a referendum, within ninety days of such defeat of referendum, the legislative district revision committee shall be reactivated to study and prepare a new proposed local law for submission to the Board of County Legislators, subject to the same procedures and requirements as provided for above.

Section 202. Powers and Duties. The Board of County Legislators shall be the governing body of the County and shall be the legislative, appropriating and policy determining body of the County, and shall have and exercise all powers and duties of the County, now or hereafter conferred or imposed on said Board by applicable law, and any and all powers necessarily implied or incidental thereto, together with such powers and duties as are provided for in the charter and this administrative code. In addition to all powers conferred by the foregoing or other provisions of the (is) charter and this administrative code, the Board of County Legislators shall have the power among others:

- a) To make appropriations, levy taxes, incur indebtedness and adopt a budget
- b) To exercise all powers of local legislation in relation to enacting, amending or rescinding local laws, legalizing acts, ordinances or resolutions, subject to veto by the County Executive in only such instances as are specifically provided in this charter, code or by other applicable law not inconsistent with the charter or code

- c) By local law to adopt, amend and/or repeal the administrative code which sets forth the details of administration of the county government consistent with the provisions of the charter, and which code may contain revisions, simplifications, consolidations, modifications and restatements of special laws, local laws, ordinances, resolutions, rules and regulations consistent with the charter (or) and any amendments thereto
- d) By local law create, alter, combine or abolish county administrative units not headed by elective officials
- e) To adopt by resolution all necessary rules and regulations for its own conduct and procedure, including the election of a chairman, clerk, and appointment of all necessary employees in the legislative branch, not inconsistent with the charter or code
- f) Subject to the constitution and general laws of the State of New York, to fix the number of hours constituting a legal day's work for all classes of county officers and employees and grant to the employing officer or board the power to stagger working hours
- g) To fix compensation of all officers and employees including vacations and sick leave paid from county funds except members of the judiciary and of such other officers and employees when specifically authorized by statute
- h) To require and direct the giving of a surety bond conditioned upon the faithful performance by any county officer or employee paid from county funds. To fix the amount of all such bonds whether required by law or resolution of the board. Costs of same shall be a county charge
- i) To make such studies and investigations as it deems to be in the best interests of the county and in connection therewith to obtain and employ professional and technical advice, appoint temporary advisory boards of citizens, subpoena witnesses, administer oaths, and require the production of books, papers and other evidence deemed necessary or material to such study or inquiry
- j) To legalize and validate any act had and taken in connection with a lawful municipal object or purpose by the governing board or other local body, officer, or agency of the county or of a municipality, wholly within the county, in the manner provided by Section 227 of the County Law
- k) To create and establish the office of deputy or deputies to the head of any department, administrative unit or to any principal executive county officer with power vested in such deputy to act generally for and in place of his principal

- l) To determine and make provision for any matter of county government not otherwise provided for, including, but not by way of limitation, any necessary matter involved in the transition to the charter form of government
- m) The rules and regulations for the conduct and procedure of the Board of County Legislators in effect at the time of the adoption of this code shall, to the extent that such rules and regulations are not inconsistent with the charter or code, remain in full force and effect until rescinded, altered or amended by resolution of the Board of County Legislators
- n) To employ such legal, financial or other technical advisors as may be necessary from time to time in relation to the performance of any of the functions of county government.
- o) To convey or lease any county real property which the Board has determined is not necessary for public use, directly to the Economic Development and Growth Enterprise, successor in interest to the Oneida County Industrial Development Corporation, the Oneida County Industrial Development Agency or the Mohawk Valley Community College Dormitory Corporation for adequate and reasonable consideration, without public advertisement and without bidding, public or private, upon such terms and conditions as may be prescribed by the Board in the same manner and with the same rights and privileges as if owned by an individual.

Section 203. Local Law; Definitions; Power to Adopt, Amend and Repeal; Effect on Legislative Acts. A local law is a law adopted pursuant to the charter within the power granted by the constitution, act of the legislature or provision of the code, and shall not include a resolution, ordinance, or legalizing act.

The county may adopt, amend and repeal a local law. A local law shall be passed by not less than a majority vote of the whole number of the members of the Board of County Legislators and may relate to property, affairs or government of the county, or any other subject matter of county concern. In the exercise of such power, and within the limitations provided by Article 6-A of the county law, the county may change, supersede, or amend any act of the New York State Legislature. Such power shall include but shall not be limited to a power or powers vested in any county in the State of New York or the elective governing body thereof to adopt, amend and repeal local laws granted by any provisions of general laws, special laws, charter, administrative codes, special acts or local laws. The provisions of Article 6 of the county law are hereby made applicable.

Section 204. Form and Procedure; Referral to Advisory Board.

(a) Form and procedure. Except as otherwise provided in the charter or code, the form and procedure for adoption of a local law, including referendum, mandatory or permissive, shall be as provided in Articles 6 and 6-A of the county law

(b) Referral to advisory board. Before the Board of County Legislators acts to adopt any local law or ordinance specifying functions affected thereby of any administrative unit in which an advisory board has been appointed, the clerk of the Board of County Legislators shall, within at least three days after same had been introduced, transmit a duplicate certified copy of such proposed local law or ordinance to the chairman of such advisory board

(c) Unless the Chairman of the Board or the County Executive shall have certified as to the necessity for its immediate passage, a local law must be introduced in its final form at a regular or special meeting of the Board of County Legislators before it can be placed upon the desk or table of the members.

Section 205. Filing and Publication of Local Laws; Judicial Notice. The publication of local laws shall be as provided by Municipal Home Rule Law and County Law, except that the clerk of the Board of County Legislators shall cause to be published in the official newspapers a notice of adoption of each local law with a summary thereof and a notice that the full text of the law may be examined at the office of the clerk of the Board during normal business hours. Such notice shall be published at least once within ten days after such local law has become effective, provided however, that a notice of a local law which is subject to a permissive referendum shall be published within ten days after such local law is adopted. Every court shall take judicial notice of all local laws and of rules, regulations, and codes adopted pursuant thereto.

Section 206. Referendum. A local law shall be subject to mandatory or permissive referendum when required by the charter, code or applicable law not inconsistent with such charter or code. Where no mandatory or permissive referendum is so required, the Board of County Legislators may nevertheless provide in a local law that a referendum shall be had or that it shall be subject to permissive referendum.

Section 207. Effective Date. After adoption, every local law shall become effective when filed in the office of the Secretary of State of New York, or on such later date thereafter as may be provided in said local law.

Section 208. Ordinances. Ordinances may be adopted by the Board of County Legislators and the procedure shall be the same as herein provided for the adoption of local laws except that an ordinance shall not be subject to referendum, mandatory or

permissive. An ordinance may provide for any subject matter of county concern not required to be provided by local law, legalizing act, or resolution of the Board of County Legislators and may provide for a public hearing hereon.

Such ordinance may provide for its enforcement by legal or equitable proceedings in a court of competent jurisdiction, may prescribe that violations thereof shall constitute offenses or misdemeanors and may provide for punishment for violations by civil penalty or by fine or imprisonment, or by two or more such penalties or punishments.

Section 209. Conferences Expenses. The chairman of the Board of County Legislators shall have the power to designate and authorize any member, officer or employee of the legislative branch to attend an official or unofficial convention, conference or school for the betterment of county government.

Within the appropriations provided therefor and when so authorized, all necessary and actual expenses including but not limited to mileage and registration fees not exceeding the amount fixed by the General Municipal Law and as fixed by the Board of County Legislators shall be paid from county funds.

Section 210. Petty Cash Funds.

(a) The Board of County Legislators, upon the recommendation of the County Executive, may establish a revolving petty cash fund for any administrative unit or subdivision thereof or officer in such amounts as it deems necessary. Any petty cash fund heretofore established by the Board of County Legislators shall be continued in existence as a petty cash fund for the administrative unit or subdivision thereof or officer for which it was established or the successor of such unit or officer created pursuant to the provisions of the charter or code. The County Executive shall determine which administrative unit, subdivision or officer shall be considered to be the successor administrative unit, subdivision or officer for the purpose of this section. The Board of County Legislators, upon the recommendation of the County Executive, may increase, decrease or abolish any petty cash fund established or continued pursuant to this section. Any petty cash fund shall otherwise continue in existence from year to year until abolished.

(b) Expenditures from a petty cash fund may be made only for payment, as authorized by the Board of County Legislators in advance of audit, of properly itemized and verified or certified bills for materials, supplies or services other than regular employment, furnished to the county for the conduct of its affairs and upon terms calling for payment to the vendor upon the delivery of any such materials or supplies or the rendering of any such services. Moneys in any such fund also may be used for the purpose of making change when such is required in the performance of official duties. Moneys in any such fund established for the office of the Sheriff or District Attorney may also be used to advance travel funds to personnel of the Sheriff's or District Attorney's office when required to travel on official business.

(c) Upon audit of bills such petty cash fund shall be reimbursed from the appropriate budgetary item or items in the amount equal to the amount audited and allowed. The Comptroller immediately shall notify the Commissioner of Finance in writing of the disallowance of any such bills or any portion thereof, stating the amount in each case disallowed and the reason therefor. Any of such bills or any portion thereof as shall be disallowed upon audit shall be the personal liability of the official responsible for the use of the petty cash fund from which payment on account thereof was made. Such official shall forthwith reimburse such petty cash fund in the amount of such disallowances. If such reimbursement has not been made by the time of the first payment of salary to such official after the disallowance of any such bill or any portion thereof, the amount of such disallowance shall be deducted from such salary payment, and, if necessary, subsequent salary payments, and paid into such petty cash fund until an amount equal to the amount of such disallowance has been repaid to such petty cash fund.

Section 201 amended as a whole by Local Law No. 3 of 1966 and inserted provision for a new 37 member Board effective January 1, 1968; Local Law No. 1 of 1975 and Local Law No. 5 of 1981 providing a procedure whereby necessary changes to the boundaries of Legislative Districts shall be acted upon as provided in these amendments. Local Law No. 4 of 1983 provided for necessary changes in the Legislative boundaries; Local Law No. 12 of 1984 corrected errors in Local Law No. 4 of 1983.

Section 202 was amended by Local Law No. 1 of 1964 and Local Law No. 1 of 1965 by adding a new sub-division (m) and by Local Law No. 3 of 1977 by adding a new sub-division (n).

Section 203 was amended by Local Law No. 2 of 1964 - second paragraph in the sentence beginning "A local law shall", substituted "majority" for "2/3".

Section 204 was amended by Local Law No. 3 of 1967 in regard to the procedure for the adoption of local laws.

Due to change in Oneida County Legislative Branch, Local Law No. 5 of 1967 was enacted to change name to "Board of County Legislators" in place of "Board of Supervisors"; also change of name to "Legislative Districts" in place of "supervisory districts"; for change of name to "County Legislator" in place of "Supervisor".

Section 205 was amended by Local Law No. 6 of 1984 which changed the procedure for publication of local laws.

Section 201 was amended by Local Law No. 2 of 1986 by deletion of the whole thereof and the addition of a new section pursuant to s4-100 (3) (a) of the Election Law of the State of New York.

Article II, Section 201. The last two paragraphs of Section 201 were amended by enactment of Local Law No. 9 of 1991.

Article II, Section 201(a) was enacted by Local Law No. 2 of 1993 and reduced the number of County Legislative Districts to twenty-nine.

Article II, Section 201 was amended by Local Law No. 5 of 1994 by the deletion of the whole of the description of legislative districts and insertion of new descriptions of legislative districts to comply with Section 201(a).

Article II, Section 201 was amended by Local Law No. 2 of 1996 to correct the number of wards and districts in County Legislative Districts within the City of Utica.

Article II, Section 201 was amended by Local Law 1 of 2003 setting forth a Plan of Reapportionment.

ARTICLE I I I

EXECUTIVE BRANCH

Section 301.	County Executive; Election; Qualifications and Compensation
Section 302.	Powers and Duties
Section 303.	Removal of County Executive
Section 304.	Acting County Executive; How Designated; When to Act
Section 305.	Division of Budget
Section 306.	Division of Purchase; Purchasing Agent Office Abolished
<u>Section 306.1</u>	<u>Bureau of Weights and Measures</u>
Section 307.	Division of Central Services
(Section 308.	Division of Research)
Section <u>308(9)</u>	Office of Emergency Services
Section 309.	Office of Traffic Safety
Section 310.	Division (of Recreation and Related Programs) <u>for Youth</u>
Section 311.	Administrative Heads; Term; Interim Appointments; Appointment of Other Officers and Employees
Section 312.	Confirmation by Board of County Legislators
Section 313.	Seal of County Executive
Section 314.	Division of Consumer Affairs
Section 315.	Consumer Affairs Board

Section 301. County Executive; Election; Qualifications and Compensation.

There shall be a County Executive who shall be elected from the county at large and who shall at all times be a qualified elector of the county. He shall hold no other public office except as otherwise herein provided; shall give his whole time to the duties of the office, and shall receive (therefor) compensation as fixed by the Board of County Legislators. His term of office shall begin with the first day of January, next following his election and shall be for four years, (except that the term of the County Executive elected in 1962, shall be for five years, commencing January 1, 1963 and every County Executive elected thereafter shall be elected for a term of four years.)

Section 302. Powers and Duties. The County Executive shall have all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, code or any applicable provision of any act of the legislature, local law, ordinance or resolution of the Board of County Legislators, not inconsistent with the charter or code.

In addition to any other powers and duties, the County Executive shall have the following duties and functions:

(a) The County Executive to the extent to which organization of his office, or of any administrative unit, the head of which he has the power to appoint, is not prescribed by law, may organize or supervise and direct the organization of any such administrative unit into such divisions, bureaus, sections or other subordinate parts and make such assignments of powers and duties among them, and from time to time change or supervise and direct the changes in such organizations or assignments, as he may consider advisable.

(b) On or before the first day of (November) December in each year, after reviewing the proposed county tax equalization rates submitted to him by the Commissioner of Finance, and after obtaining such additional information or holding such hearings thereon as he may deem necessary or advisable, the County Executive shall determine and fix the real property tax equalization rates among the various tax districts of the county for county purposes. He shall file the same together with an abstract of evidence upon which the rates are based, with the Board of County Legislators and the same shall be binding and conclusive on the Board of County Legislators, except where otherwise changed, altered or revised pursuant to a final determination in an appeal therefrom as provided by applicable law. The documentary evidence used in determining the county equalization rates shall be preserved by the County Executive and an abstract of the same shall be published with the county equalization rates in the proceedings of the Board of County Legislators.

(c) The County Executive shall not be an officer, director or stockholder of any depository or depositories designated by him pursuant to paragraph e of Section 302 of Article 3 of the charter.

(d) In addition to the annual report to the Board of County Legislators required by paragraph g of Section 302 of Article 3 of the charter, the County Executive shall present to the Board of County Legislators, from time to time, such information concerning the affairs of the county as he may deem necessary, or the Board by resolution may request and shall recommend such measures in connection therewith as he shall deem necessary.

(e) The County Executive shall have the power and authority to designate in writing, in connection with any study or investigation, any county officer who may administer oaths or affirmations, examine witnesses in any such hearing, receive evidence and preside at or conduct any such study or investigation and report the results of same to the County Executive, together with any recommendations or suggestions which the designated county officer may consider to be required or advisable as a result of such study or investigation. A copy of every such report, together with any recommendations or suggestions, shall be filed with the Board of County Legislators.

(f) The County Executive shall have the power and authority to subpoena and compel the attendance and the production of books, records and papers of any administrative unit, officer or employee under his jurisdiction, for the purpose of ascertaining facts in connection with any study or investigation of the affairs, functions, accounts, methods, personnel, or agency of any such administrative unit, officer or employee. In case any person fails or refuses to obey any subpoena, or fails to appear, produce books, records or other evidence required by the subpoena or to testify, he shall be subject to the order of a court of record in contempt proceedings. The County Executive may, within the appropriations provided therefor, employ all personnel necessary to conduct such hearing.

(g) The County Executive shall have the power to designate and authorize any officer or employee paid from county funds, except members, officers and employees of the legislative branch, to attend an official or unofficial convention, conference or school for the betterment of the county government. Within the appropriations provided therefor and when so authorized, all necessary and actual expenses including but not limited to a registration fee, not exceeding the amount as fixed by the General Municipal Law and mileage as fixed by the Board of County Legislators shall be paid from county funds.

(h) The County Executive may make recommendations to the Board of County Legislators on any matter deemed material and advisable in relation to county government and affairs.

(i) The County Executive shall have the power to transfer employees temporarily between administrative units of the county.

(j) The County Executive shall have the power to determine what county officer shall perform a particular power or duty not otherwise clearly defined by the charter, code, local law, ordinance or resolution of the Board of County Legislators, or any applicable provision of any act of the legislature, not inconsistent with the charter or code.

(k) In the event of the occurrence of an emergency affecting the life, health or safety of inhabitants of Oneida County, the County Executive, except as otherwise provided by law, shall have the power to declare the same an emergency and to perform all acts which are necessary for the protection of such inhabitants and to sign all necessary papers to carry this authorization into effect.

(l) The County Executive shall have such implied and incidental powers as are necessary to perform and exercise the duties and functions of his office.

(m) That the County Executive, within ten (10) days of receipt by him, shall file with the Majority and Minority Leaders of the Board of County Legislators of the County of Oneida, a copy of all monthly and annual reports, audits, including tentative budget or budgets, required to be filed in his office by county officers and employees pursuant to the provisions of the Oneida County Charter and this code.

Section 303. Removal. The County Executive may be removed in the manner provided by Section 303 of Article III of the Charter.

Section 304. Acting County Executive. The acts performed by the acting County Executive pursuant to Section 304 of Article III of the charter shall have the same force and effect as if performed by the County Executive. Pursuant to Section 304 of Article III of the charter, the acting County Executive shall have and exercise all the powers of the County Executive, except the power of removal as provided in paragraph h of Section 311 of this code.

Section 305. Division of the Budget. The division of budget shall be headed by a Budget Director who shall perform all of the duties in relation to the preparation and submission of the proposed tentative budget and capital programs as set forth in Article VI of this Code. The Budget Director shall have the power to compel the attendance of witnesses and the production of books, papers and records, to administer oaths and affirmations and to hear proof and take testimony necessary to the performance of his or her duties.

Section 306. Division of Purchase.

(a) The purchasing director shall be the head of the division of purchase and shall have the powers and duties set forth in Section 306 of Article 3 of the charter. He shall, in addition to his powers and duties, set forth in the charter or code, perform such other and related duties as the County Executive may require.

(b) The purchasing director shall (1) establish and maintain a central purchasing system; (2) establish and enforce standard specifications with respect to supplies, materials, equipment, and services; (3) inspect or supervise, or otherwise provide for the inspection of all deliveries of supplies, materials and equipment and determine their quality, quantity and conformance to contract; (4) establish and maintain necessary contact and liaison with the division of central services, including but not limited to procedure for coordinating the controls as set forth relating to the disbursement and transfer of supplies, materials and equipment under the custody of the division of central services to any county administrative unit; (5) sell or lease any surplus, obsolete or unused supplies, materials and equipment under such rules and regulations as may be established by resolution of the Board of County Legislators; (6) upon the request of any city, town, village, school district or other unit of local government, act as purchasing agent for the same, either for all or for any part of its purchases, upon such conditions as may be prescribed by the Board of County Legislators; (7) except as otherwise provided in the charter or code, and subject to the approval of the County Executive, approve and execute all contracts on behalf of the county with respect to the buying, selling or leasing of any supplies, materials, equipment and services other than personal services for any amount not more than such sum set forth in sub-division (c) (1) of this section. The County Executive shall execute all other contracts on behalf of the county as provided by Section 2202 of Article 22 of the charter; (8) perform under the direction of the County Executive all other duties of a county purchasing agent under the laws of the State of New York, not inconsistent with the provisions of this code; (9) prepare procedural regulations to amplify the provisions of this section and submit such regulations to the County Executive for approval and upon such approval, promulgate and enforce compliance with such regulations.

(c) Purchasing Procedure.

(1) The division of purchase shall make all purchases of and contract for supplies, materials, equipment and services for the county, the Board of County Legislators or any administrative unit for the payment of which the county shall be liable. Any such purchase or contract of purchase involving an expenditure of the amount set forth in Section 103, sub-division (1) of the General Municipal Law of the State of New York, as amended, shall be made after advertisement in an official daily newspaper printed in the English language and published in the County of Oneida, and having a general circulation in the County of Oneida, which advertisement shall invite sealed bids for the same. The purchase of perishable foodstuffs, drugs and medical supplies, may be made without public advertisement when expressly permitted by written order of the County Executive.

(2) Such advertisement shall contain a statement of the time when and the place where all bids received pursuant to such notice will be publicly opened and read. At least five (5) days shall elapse between the first publication of such

advertisement and the date specified therein for the opening and reading of bids. The purchasing director or the person designated by him to open the bids at the time and place specified shall make a record of such bids in such form and detail as the purchasing director shall prescribe. The contract shall be awarded to the lowest responsible bidder furnishing the required security, if any, after advertisement for sealed bids in the manner provided by this section. In cases where two or more responsible bidders furnishing the required security, if any, submit identical bid as to price, the purchasing director may award the contract to any of such bidders. The purchasing director may in his discretion reject all bids and re-advertise for new bids in the manner provided by this section.

(3) The purchasing director may purchase supplies, materials, equipment or services to be rendered by contract without the advertisement required by paragraphs 1 and 2 of this section in the following cases: (a) when the County Executive has declared a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting the life, health, or safety of inhabitants of the County of Oneida require immediate action which cannot await competitive bidding; (b) when, by resolution adopted by a vote of at least two-thirds (2/3) of the whole number, the Board of County Legislators has determined it to be impracticable to advertise for such bids; (c) when through some accident or other unforeseen circumstances the heating, air-conditioning, ventilating, lighting, plumbing system, machinery, equipment or other apparatus of any of the public buildings of the county shall become disabled or any of such buildings or parts thereof shall be rendered untenable by reason of the sudden action of the elements or for some cause due to explosion or fire or from generally unforeseeable events creating an emergency, and the administrative head in charge of such building shall certify in writing to the purchasing director such emergency and the necessity of immediate repair to the defect or defects, and such certificate of necessity is approved by the County Executive; or (d) whenever the machinery, equipment or other apparatus of the department of public works or of the department of solid waste management becomes disabled or worn and requires immediate repair, making necessary the immediate purchase of parts for repairs to the same, the Commissioner of Public Works or the commissioner of solid waste management, as the case may be, shall certify in writing to the director of purchasing of the necessity of such immediate repair and/or replacement, and such certificate of necessity is approved by the County Executive.

(4) Upon the adoption of a resolution by a vote of at least two-thirds (2/3) of the whole number of the Board of County Legislators stating that, for reasons of efficiency and economy, there is need for standardization, purchase contracts for a particular type of or kind of equipment, material or services in excess of the amount fixed by the Board of County Legislators pursuant to paragraph (c)(1) of this section may be awarded to the lowest responsible bidder furnishing the required security, if any, after advertisement for sealed bids therefor in the manner

provided by this section. Such resolution shall contain a full explanation of the reasons for its adoption.

(5) All required supplies which can be furnished by the state department of correction, and all required products made by the blind which can be furnished by any appropriate charitable non-profit making agency for the blind, incorporated under the laws of the State of New York, shall, after such purchases have been authorized, be purchased from them without competitive bidding at prices established pursuant to Section 175-a of the State Finance Law. In addition, the purchasing director may, without the competitive bidding herein before required, make purchases of supplies, materials or equipment, except printed materials, through the state office of general services, subject to such rules and regulations as may be established pursuant to section one hundred sixty-three of the State Finance Law or other applicable law.

(6) Surplus and second-hand supplies, materials or equipment may be purchased without competitive bidding from the Federal government, the State of New York or from any other political subdivision or district.

(7) Except as otherwise specifically provided, no supplies, materials or equipment shall be delivered except as specifically ordered by the division of purchase. No supplies, materials or equipment shall be delivered by such division to any administrative unit, officer or employee except upon a requisition in writing.

(8) The Comptroller shall not audit any bill for supplies, materials, equipment or services unless it shall fully appear that such items or services were ordered by the purchasing director and the purchasing director has certified the prices at which he made the purchases. All requisitions received by the purchasing director shall be filed in his office and open to public inspection under reasonable regulations for their safety and preservation. The purchasing director shall make no purchases until he has first secured the certification of the Comptroller that there are unencumbered balances available for the purpose.

(9) No bid for materials, supplies, equipment or services may be accepted from or contract therefor awarded to any person who is in arrears in taxes or upon debt or contract to or with the county or who has defaulted as surety or otherwise upon a contract or obligation to the county, or who may be otherwise disqualified under any act of the legislature not inconsistent with the charter or code.

((d)) Section 306.1 Bureau of Weights and Measures. The Bureau of Weights and Measures shall be headed by the County Director of Weights and Measures. He shall possess all of the qualifications required for, and shall have all the powers and duties of, a county director of weights and measures now or hereafter granted or imposed by Article 16 of the Agriculture and Markets Law of the State of New York, local law, ordinance or resolution of the Board of Legislators, order or direction of the County Executive, or

purchasing director, and any applicable provision of any act of the legislature not inconsistent with the charter or code.

Whenever the county director of weights and measures is required by any state law to make a report, he shall, at the same time, file a written copy thereof with the purchasing director and the Board of Legislators.

The county director of weights and measures shall be appointed by the County Executive, subject to confirmation by the Board of Legislators.

Section 307. Division of Central Services.

(a) The Director of Central Services (central services director) shall be the head of the division of C(c)entral S(s)ervices and shall have the powers and duties set forth in Section 307 of Article 3 of the charter. He shall, in addition to his powers and duties set forth in the charter or code, perform such other and related duties as the County Executive may require.

(b) The Director of Central Services (central services director) shall, under the supervision and direction of the County Executive, organize the divisions of Information Technology, Mail Services, Print Shop and Central Stores (into a bureau of central stores, mailing, printing, and reproduction) and such other divisions as may be authorized by the Board of Legislators. (The central services director may, subject to the approval of the County Executive, act as the head of the bureau of central stores and mailing.)

(c) The Central Services Director, and such deputies and other employees of the division of central services as are required by the County Executive shall each give a surety bond to the county in a sum fixed by the Board of County Legislators conditioned for the faithful performance of his duties. Such bond shall be approved as to form by the County Attorney and as to the sufficiency of surety by the County Executive and filed with the Department of Records.

(d) The Central Services Director shall establish, maintain and supervise such facilities for information technology (central) mailing, printing and reproduction and central storage (and stockpiling) of materials, supplies and equipment as may be provided by the Board of County Legislators; establish, maintain and supervise such other central service facilities as may be established by direction of the County Executive, within the appropriations provided therefor.

(1) Information Technology (Bureau of central stores, mailing, printing and reproduction.)

(a) The Director of Central Services shall establish, maintain and support a secure and scalable County government wide area telecommunications network, providing network connectivity to all administrative units as well as providing data file storage, Internet, email access as well as access to any other shared data program or application required by that department in the performance of its official duties.

(2) Mail Services

(a) The Director of Central Services shall establish mailing services for all County Departments utilizing the services of the United State Postal Services and any other 3rd party carrier that can provide cost effective delivery services to administrative units. Additionally, the Mail Services shall process and deliver all inter-office mail by means of a dedicated County Mail Courier.

(3) Printing and Duplication Services

(a) The Director of Central Services shall establish and maintain printing, duplication and bindery services for all administrative units and can extend those services to other local government within Oneida County, as well as not-for-profit agencies within Oneida County.

(4) Central Stores

(a) The Director of Central Services shall establish and maintain the Bureau of Central Stores and shall disburse and transfer supplies, materials and equipment in his custody among the administrative units upon receipt of properly executed order from those administrative units. The accounts of Central Stores shall be audited by the Comptroller of Oneida County at any time deemed so appropriate by the Comptroller.

(b) No disbursement and transfer of supplies, materials and equipment under its custody shall be made by the Bureau of Central Stores, mailing, printing and reproduction to any administrative unit except upon receipt by such bureau of properly executed order from the division of purchase for such disbursement and transfer. For the purpose of this section, an order shall be deemed to be properly executed when a requisition signed by the administrative unit head or by such employees as he shall designate has been received by the division of purchase and such division has secured the certification of the Comptroller that there are unencumbered balances of said administrative unit available for the purchase of supplies, materials and equipment, mas the case may be. And such requisition and certification has been signed by the purchasing director or by an employee authorized to sign the same.

- ((a) The bureau of central stores, mailing, printing and reproduction shall be headed by a deputy director who shall
- (1) maintain and operate the facilities for central mailing of mail from and printing and reproduction of and for administrative units designated by the County Executive to use such facilities;
 - (2) disburse and transfer the supplies, materials and equipment

in his custody among the administrative units upon receipt of properly executed orders from the division of purchase for such disbursement and transfer; (3) make transfers of supplies, materials, and equipment between administrative units; (4) prepare annually an inventory of all property in his custody; and submit the same to the Board of County Legislators, Comptroller and Budget Director.

- (b) The County Executive with the advice of the purchasing director shall determine and specify the supplies, materials and equipment to be supplied by the bureau of central stores, mailing, printing and reproduction.
- (c) No disbursement and transfer of supplies, materials and equipment under its custody shall be made by the bureau of central stores, mailing, printing and reproduction to any administrative unit except upon receipt by such bureau of a properly executed order from the division of purchase for such disbursement and transfer. For the purpose of this section, an order shall be deemed to be properly executed when a requisition signed by the administrative unit head or by such employees as he shall designate has been received by the division of purchase and such division has secured the certification of the Comptroller that there are unencumbered balances of said administrative unit available for the purchase of supplies, materials and equipment, as the case may be, and such requisition and certification has been signed by the purchasing director or by an employee authorized to sign the same.)

(Section 308. Division of Research. The research director shall be the head of the division of research and shall perform all the duties prescribed by Section 308 Article 3 of the charter. He shall, in addition to his powers and duties set forth in the charter or code, perform such other and related duties as the County Executive and the Board of County Legislators may require.)

Section 308(9). Office of Emergency Services. The director of Emergency Services shall be the head of the Office of Emergency Services and shall have the powers and duties set forth in Section 309 of Article III of the Oneida County Charter. The director, in addition to the powers and duties set forth in the Charter or Code, shall perform such other and related duties as the County Executive and the Board of County Legislators may require.

Section 309. Office of Traffic Safety.

(a) The Coordinator of the Oneida County STOP-DWI program shall be the head of the Office of Traffic Safety and shall have the powers and duties set forth in Section 309-A of Article III of the Oneida County Charter. The Coordinator, in addition to the powers and duties set forth in the Charter or Code, shall perform such other and related duties as the County Executive and the Board of County Legislators may require.

(b) The County Executive may appoint as an adjunct to the Office of Traffic Safety a traffic safety advisory board of fifteen members, interested in traffic safety and related traffic problems, who shall serve at the pleasure of the County Executive. Each member shall be a qualified elector of Oneida County. The County Executive shall annually, on or before the fifteenth day of January, appoint a chairman and vice chairman of such board and such board shall annually elect a secretary from its membership. Meetings of the traffic safety advisory board shall be held at the call of the STOP-DWI Coordinator or the Chairman of such board on at least three days written notice mailed to the last known address of such board members. The traffic safety advisory board shall have and exercise the powers and duties conferred or imposed upon it by the charter or code. Such board shall be advisory only.

The members of the traffic safety advisory board shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to the actual and necessary disbursements and expenses incurred in the performance of their duties.

Section 310. Division (of Recreation and Related Programs) for Youth.

(a) (If and when the Board of County Legislators shall establish and create such division, the recreation and related programs) There shall be a director (shall be the head) of the division (of recreation and related programs) for youth who (and) shall have the power and duties as set forth below (in Section 310 of Article III of the Charter). The director shall be appointed by the County Executive, subject to confirmation by the Oneida County Board of Legislators. He shall, in addition to his powers and duties set forth in the charter or code, perform such other and related duties as the County Executive may require.

(b) The (recreation and related) youth programs director shall: ((1) supervise, direct, manage, operate and control county recreation programs within such county recreation

facilities as the County Executive shall designate;) ~~(1)~~(2) plan, organize, and direct county youth (recreation) programs; ~~(2)~~(3) with the consent of the County Executive, advise and assist any city, town, village, school, special or other district in the county in the planning of youth(recreation) programs; ((4) on or before the 10th day of each month deposit all cash receipts if any, for the preceding month with the Commissioner of Finance;) ~~3~~(5) file with the County Executive at the close of each fiscal year and not later than the first day of March (February), and at such other times as requested by him a written report of the activities of the division for youth (of recreation and related programs). A copy of each such report shall be filed with the Board of County Legislators.

Section 311. Administrative Heads; Term; Interim Apointment; Appointment of Other Officers and Employees.

(a) As provided by the charter or code, or applicable law not inconsistent with the charter or code, and subject to the approval of the Board of County Legislators where expressly provided, the County Executive shall appoint the heads of every county department and office and the members of county boards and commissions, not administered by any elected official. The County Executive may appoint one head for two or more departments or other administrative units, subject to any and all requirements as to qualifications and confirmation, or may him self so serve without such confirmation and without additional salary for so serving.

(b) All appointments by the County Executive shall be in writing and filed in the office of the Board of County Legislators and the department of records within ten days after the date of such appointment. No such appointee shall hold office beyond the term of the County Executive by whom the appointment was made except as otherwise provided by the charter or code, and except that unless removed he shall continue to serve until his successor is appointed and has qualified or until an interim appointment is made.

(c) Each appointment by the County Executive which is made in conformity with the requirements of the charter, code, or other applicable law not inconsistent with the charter or code, and which is subject to confirmation by the Board of County Legislators, shall be valid until such confirmation has been voted upon by such board, or until forty (40) days have expired after the filing of notice of such appointment. If a majority of the whole number of such board shall vote in favor of confirmation, the appointment shall be deemed confirmed immediately. If a majority of the whole number of such board shall not vote in favor of confirmation, such vote shall constitute a rejection, the term of the appointee shall be terminated and the office or position shall be deemed vacant as of the end of the day of such vote. A person who has thus been rejected may not be appointed to the same position within the same calendar year, except after a reconsideration and reversal by the Board of County Legislators of its vote to reject. If within forty (40) calendar days after the filing of written notice of appointment with the Board of County Legislators, no vote shall have been taken, the appointment shall be deemed to have been confirmed as of the fortieth day after such filing.

(d) If the charter or code prescribes specific or special qualifications for any appointment made by the County Executive pursuant to Section 311 of Article III of the charter, the written notice of such appointment required by Section 311 shall also contain a statement of such qualifications and a certification by the County Executive that the appointee has the required qualifications.

(e) Unless otherwise provided by the charter or code, each administrative head, when such positions are authorized by the Board of County Legislators and within the appropriations provided therefor, and in accordance with the Civil Service Law, shall have the power to appoint all deputies, other officers and employees in his respective administrative unit. He shall designate, in writing, the relative rank of such deputies, including the order of temporary succession to the duties of the administrative head during absence or disability or in the event of a vacancy prior to the filling of such vacancy by the County Executive, and delegate among them such of his powers and duties as he may determine. A copy of all such designations and delegations shall be filed with the department of personnel, the County Executive and on request with the Board of County Legislators.

(f) If the County Executive appoints one head for two or more administrative units, such person shall receive the salary for one such position as the County Executive shall designate in the written appointment filed with the Board of County Legislators. The County Executive shall notify the Comptroller in writing of such salary designation.

(g) Within the appropriations provided therefor, the County Executive shall appoint without the approval of the Board of County Legislators, such officers and employees in his own office as may be necessary for the full discharge and performance of his duties.

(h) The County Executive, except as herein provided, may remove or suspend any officer or employee appointed by him under the authority of the charter or code by written notice of such suspension or removal and the effective date thereof, served on such officer or employee personally or by registered mail sent to his last known address. Whenever a person shall be suspended, such suspension shall be without pay unless otherwise determined by the board of review hereinafter provided. In case of those administrative heads or members of boards and commissions appointed for a definite term or balance thereof, or whose appointment is subject to confirmation by the Board of County Legislators, the effective date of removal shall not be earlier than ten days after service of such notice. Such notice shall contain a statement of the charges or reasons therefor, and no removal shall be made prior to the end of such ten day period until a hearing, if requested, has been held by the board of review as provided in Section 2203 of Article XXII of the charter and an order of removal has been signed by a majority of the members of such board. In the event a hearing shall have been requested, the County Executive shall give at least three days written notice served in the manner set forth in this paragraph of the time and place of such hearing. Unless a request for a hearing before such board shall have been made to the County Executive in writing within seven (7) calendar days after service of the notice of removal, the right to such hearing shall be deemed to have been waived. In case of a person holding a position by permanent

appointment in the competitive class of civil service, removal or suspension procedures shall be as provided in the Civil Service Law.

Section 312. Confirmation by Board of County Legislators. Confirmation of appointment when required shall be by affirmative vote of a majority of the whole number of the members of the Board of County Legislators taken at a regular or special meeting.

Section 313. Seal of County Executive.

(a) The following design is hereby adopted as the official design of the seal of the County Executive:



(b) The County Executive shall affix or imprint such seal upon any and all instruments requiring the same.

Section 305(1)(d) was amended by Local Law No. 7 of 1984 changing the number of times the Board shall meet.

Section 306 was amended by Local Laws No. 1 of 1981 and No. 4 of 1981 in reference to purchasing.

Section 307 was amended by Local Law No. 3 of 1980 transferring Bureau of Weights and Measures to Consumer Affairs from Division of Central Services.

Section 314, Division of Consumer Affairs, and Section 315, were added by Local Law No. 1 of 1977.

Sections 314 and 315 amended by enactment of Local Law No. 3 of 1980.

Section 305 was deleted by Local Law No. 4 of 1985. Local Law No. 4 of 1985 is repealed by Local Law #2 of 1998.

Section 306 was amended to add (d) by Local Law No. 1 of 1986.

Sections 314 and 315 were repealed by Local Law No. 1 of 1986.

Section 306(c)(3)(d) was amended by Local Law No. 1 of 1987.

Section 309 was amended in its entirety by Local Law No. 2 of 1992 to create the Office of Emergency Services.

Section 305 is added by Local Law No. 2 of 1998 to transfer the Division of Budget from the Finance Department to the Office of the County Executive in order to assist the County Executive with the timely preparation and submission of annual county budgets.

Section 309 was amended by Local Law No. 6 of 1996 by the deletion therefrom of any references to the inclusion or function of the Division of Traffic Safety.

Section 309-A was added by Local Law No. 6 of 1996 to create the Office of Traffic Safety and thereby separate its function from the Office of Emergency Services as previously combined by Local Law No. 2 of 1992.

ARTICLE IV

DEPARTMENT OF AUDIT AND CONTROL

Section 401. Department of Audit and Control, County Comptroller

Section 402. Powers and Duties

Section 403. Seal of Comptroller

Section 401. Department of Audit and Control; County Comptroller. The department of audit and control shall be headed by a Comptroller, who shall be elected and whose term of office shall be as provided in Section 401 of Article IV and Section 2301 of Article XXIII of the charter. No person elected as Comptroller pursuant to said sections during the term of his office, shall hold any other public office or public position.

Section 402. Powers and Duties. The Comptroller shall:

(a) Have all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive, or any applicable provision of any act of the legislature not inconsistent with the charter or code. Such powers, duties, obligations or liabilities shall include but be not limited to any power, duty, obligation or liability heretofore or hereafter imposed upon the Comptroller under the county law or any other applicable statute, not inconsistent with the charter or code.

(b) Examine and audit all books, records and accounts of the various administrative units, authorized agents, officers or officials paid from county funds, institutions and other agencies of the county or for which the county, its officers or agents are responsible, including bond and note registers and trust accounts, and the accrual and collection of all county revenues and receipts, and for this purpose, shall have access to all books, records and accounts at any time.

(c) Audit all claims or payrolls for services rendered the county, or for salaries of any county employee or county officer (and furnish one certified transcript of such payrolls as approved to the Commissioner of Finance). All original payrolls and claims shall be certified and filed with the Comptroller.

Before such payrolls are presented to the Comptroller, they shall be certified in writing by the head of the appropriate administrative unit or authorized agency to the effect that each person named therein was employed and rendered the services described; that the services and duties specified were actually performed and that the compensation

stated in such payroll is correct and true. Before such claims are presented to the Comptroller, they shall be certified in writing by the head of the appropriate administrative unit or authorized agency to the effect that the merchandise, materials or articles enumerated have been received and/or the services described were necessary and have been performed. Such certificate shall be in the manner and form prescribed by the Comptroller.

(d) Prepare and sign all checks for the payment of the payroll and all other lawful claims or charges against the county or against funds for which the county, its officers and agents are responsible. Such checks shall be countersigned by the Commissioner of Finance. No fund or appropriation account shall be overdrawn nor shall any checks be drawn against one fund or appropriation to pay a claim chargeable to another without the express consent of the Comptroller. Except as may be otherwise directed by resolution of the Board of County Legislators, all county officers and employees shall be paid every two weeks, upon checks issued by the Comptroller and countersigned by the Commissioner of Finance.

(e) Make available to the Board of County Legislators, the County Executive and the head of any administrative unit or authorized agency of the county, any information from the records and accounts of the department of audit and control which they may require to assist them in the performance of their duties.

(f) At least once a month, procure bank statements from all depositories of county funds or funds for which the county, its officers or agents are responsible, and reconcile such statements with his records and those of the Commissioner of Finance. The Comptroller shall have access to the records of the Commissioner of Finance at all times.

(g) Prescribe with the approval of the County Attorney, the procedure and form for the submission of claims and charges against the county or against funds for which the county, its officers or agents are responsible. Such forms shall be in accordance with the requirements of any law, rule or regulation applicable to the form, certification or payment of such claim or charge, not inconsistent with the charter or code.

No claim or charge against the county or against funds for which the county, its officers or agents are responsible, except for a fixed salary for the regular or stated compensation of county officers and employees, witness and juror fees, judgments, county obligations including principal and interest, or payment pursuant to court order, shall be paid until:

- (1) Such claims shall be documented by, or on behalf of, the claimant by an invoice or billing document as prescribed by the Comptroller pursuant to (Section 402, paragraph "g") this section of the Oneida County Administrative Code.
- (2) Such claim shall be certified by the unit head or officer

of the county whose action shall have given rise or origin to the claim that the goods or services for which claim shall have been made were of the quantity and quality stated therein and were actually delivered or performed; that the amount charged shall have been in accordance with the contract or agreement existing, if any, or in the absence thereof, that it shall have been reasonable and not in excess of the prevailing fair market price or rate, that no part of said charge shall have been paid and that there shall be no offsets or counterclaims existing with respect thereto.

- (3) Such claim shall have been presented to the Comptroller or his designee and shall have been audited and allowed by him.

The Comptroller or his designee shall cause each such claim presented to him for audit to be entered into the computer by date received, department to be charged, vendor name, and claim number. This information shall be sorted and printed daily. Printed reports, as well as the original claims, will be available for public inspection and examination during office hours.

(Except for a fixed salary, or for the regular and stated compensation of county officers and employees, witness or juror's fees, judgments, county obligations, including principal and interest or payment pursuant to court order, no claim or charge against the county or against funds for which the county, its officers or agents are responsible shall be audited or paid until at least five days have elapsed after it's presentation to the Comptroller, and the Comptroller shall not be required to audit a claim until twenty days have expired after the expiration of such period of five days.)

When a claim or abstract thereof has been audited by the Comptroller, he shall endorse thereon or attach thereto his approval and allowance as to such audit. If he shall reject such claim in whole or in part or modify the same, such certificate shall include a statement of the items disallowed, rejected or reduced, and the reason or reasons for the Comptroller's action. In case the Comptroller audits and allows a claim at less than the amount claimed by the claimant, within three days following, he shall serve upon the claimant personally or by mail to such claimant's last known address, a notice of the modification or rejection of said claim. Such claim, certificate and copy of such notice shall thereupon be filed and remain a public record in the department of audit and control and shall during office hours be subject to public inspection.

When the Comptroller shall have audited, approved and allowed a claim or account, or an abstract thereof, he shall prepare and sign a check for the amount allowed which check shall be drawn on the fund properly charged therewith, and countersigned by the Commissioner of Finance. In lieu of such signing of checks as above provided,

the use of facsimile signatures of the officer or officers authorized to sign same may be permitted.

(h) Prescribe such methods of accounting for the county and its administrative units and agencies as he may deem necessary, provided the same shall have been approved by the County Executive and the State Comptroller.

(i) (On or before the 20th of each month and at such other times as the County Executive or the Board of County Legislators may direct) At the request of the County Executive or the Board of Legislators, the Comptroller may (,) prepare and file a written report of the financial condition of the county as of the last day of the preceding month. One copy of said report (shall) may be filed with the County Executive and two copies thereof with the Board of County Legislators. Such report (shall) may show the aggregate revenues received and anticipated for general county purposes and revenues received and anticipated for each appropriation account or fund where required by law to be expended for the purpose of such account or fund. Such report (shall) may also show for each appropriation account, the amount appropriated, the amount encumbered but remaining unexpended, the aggregate expenditures and the unencumbered balance. The report (shall) may also include such other information as the County Executive or the Board of County Legislators may direct.

(j) The Comptroller shall be responsible for securing all debt obligations of the County.

(k) ((j)) Within the appropriations provided therefore, appoint to serve at his pleasure such deputies as he deems necessary for the conduct of his office. All such appointments or revocations thereof shall be in writing and filed in the office of the department of records and copies thereof with the Board of County Legislators and the County Executive. All such deputies shall be in the exempt class of the civil service. The Comptroller shall designate in such writing the order in which such deputies shall have and exercise the powers and duties of the Comptroller during the temporary absence or inability of the Comptroller to act. The deputy designated in such writing shall in case of a vacancy in the office of the Comptroller, perform the duties of the Comptroller until a successor is elected or appointed and has qualified.

(l) ((k)) Perform such other duties pertaining to the financial affairs of the county as may be directed by the Board of County Legislators, the County Executive or by any law or by any officer of the state not inconsistent with the charter or code.

(Section 403. Seal of the Comptroller)

((a) The following design is hereby adopted as the official and standard design of the seal of the Comptroller.)



(b) The Comptroller is hereby authorized and empowered to affix such seal upon all instruments requiring the same.

Section 402, paragraph "g", subdivision (3) was amended by Local Law No. 5 of 1989 in order to eliminate duplicate recording services of incoming claims in the Office of the Comptroller.

Section 402, subdivisions 1 and 2 of paragraph "g" was amended by enactment of Local Law No. 8 of 1991.

ARTICLE V

DEPARTMENT OF FINANCE

- Section 501. Department of Finance; Commissioner
- Section 502. Powers and Duties of the Commissioner of Finance
- Section 503. Seal of the Commissioner of Finance

Section 501. Department of Finance; Commissioner. There shall be a department of finance headed by a commissioner, who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators. He shall be appointed on the basis of his administrative experience and such other qualifications as the County Executive shall determine. He shall serve at the pleasure of the County Executive. The Commissioner of Finance shall organize said department under the supervision and direction of the County Executive into: (1) a division of treasury, (2) a division of real property tax service, and (3) a division of real estate. Each division shall be headed by a deputy appointed by the Commissioner of Finance, who shall act for and on behalf of the commissioner with respect to such division. It shall be the duty of each division head, while holding such position, to carry out the functions of such division as provided by the charter, code, local law or by directives of the Commissioner. Such division head shall be subject to reassignment or transfer by the Commissioner to other duties within the department.

Section 502. Powers and Duties of the Commissioner of Finance. The Commissioner of Finance shall:

(a) Have charge of the collection, receipt, custody, deposit, investment and disbursement of all fees, taxes, revenues and other funds of the county or for which the county is responsible. He shall have charge of the performance of all other duties required by law to be performed by a county treasurer, or other county officer in relation to the collection of taxes, except as they may be inconsistent with the charter or code.

(b) Submit to the Board of County Legislators annually, on or before the 1st of April and at such other times as the Board may require, a complete financial statement containing a general balance sheet for the county. A copy of each such report shall be filed with the County Executive.)

((c))~~(b)~~ Have all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, by order or direction of the County Executive, or by any applicable provision of any act of the legislature not

inconsistent with the charter or code. Such powers, duties, obligations, and liabilities shall include, but shall not be limited to, any power, duty, obligation or liability now or hereafter required by any law to be performed by or imposed upon a county treasurer, not inconsistent with the charter or code. The Commissioner of Finance (shall maintain a written inventory of all county property and) shall maintain a written inventory of all property acquired for taxes and shall have custody of all insurance policies, surety bonds, except as otherwise provided, deeds to county property and such other instruments as the County Executive may direct. The Commissioner of Finance shall cause to be maintained a proper record of all notes, securities or other evidence of indebtedness held by or for the county for the purpose of investment. Such record shall at least identify the security, the fund for which held, the place where kept and entries shall be made therein showing the date of sale or other disposition and the amount realized there from. All such transactions shall be confirmed in writing by the commissioner and to the county by the bank, trust company or other financial institution. (On or before July 15th, in each year, and as often as the commissioner may direct, the head of each administrative unit or authorized agency, shall furnish the commissioner a written certified inventory of his administrative unit or agency showing a complete inventory of said unit or agency, as of July 1st, immediately preceding.)

((d))(c) Perform all the duties heretofore permitted, performed or required to be performed by the Clerk of the Board of County Legislators in relation to ascertaining, spreading, entering and extending taxes levied by the Board of County Legislators for all state, county, town and special district purposes, including unpaid school taxes and including the preparation of tax rolls for such taxes.

((e))(d) Keep a record of the transfer of title of real property in each tax district and immediately notify in writing, the town clerk and the chairman of the board of assessors of each town or city, of each transfer in such town or city, as the case may be.

((f))(e) Provided a consultation and advisory service to assist local assessors and tax collectors in the performance of their duties and in the establishment and maintenance of suitable procedures and facilities to improve assessment and tax collecting procedures, records and practices.

((g))(f) On or before the 1st day of (September)December, in each year, submit to the County Executive, the proposed county tax equalization rates, consistent with the standards prescribed by the legislature of the State of New York, together with the documentary evidence used in determining the proposed rates and any other information which the County Executive shall request in connection therewith.

((h))(g) Depository undertakings:

- (1) Each depository designated by the County Executive pursuant to the charter or code, shall, for the benefit of the security of the county and before receiving any such deposit, give to the county, a good and sufficient undertaking, approved as to sufficiency of

surety by the County Executive and as to form by the County Attorney. The undertaking shall specify the maximum amount which such Commissioner of Finance shall be authorized to have on deposit at any one time with each depository and shall provide (a) that each depository shall faithfully keep and pay over, on the order or warrant of such Commissioner of Finance, or other lawful authority, such deposits and the agreed interest therein, and/or (b) for the payment of such bonds or coupons as by their terms are made payable at a bank or banks for the payment of which a deposit shall be made by such Commissioner of Finance with such depository. The County Executive may increase the maximum amount which any depository is authorized to have on deposit at any one time and require additional undertaking therefor. Each such undertaking shall be filed by the Commissioner of Finance in the office of the department of records.

(In lieu of such undertaking, a depository may execute its own undertaking in such form and upon such conditions as may be prescribed by law and required by the County Executive. As collateral thereto, the depository shall deposit with the) In lieu of such undertaking and upon the recommendation of the commissioner and the approval of the county executive, a depository may follow the procedures or any part thereof as prescribed by Article 2 of the General Municipal Law for the deposit of public monies and securities.

Commissioner of Finance outstanding un-matured bonds or other obligations of the United States of America, State of New York, or of any county, town, city, village or school district in the State of New York, authorized to be issued by law in the face amount at all times at least equal to the amount on deposit less the amount certified by the depository as covered by insurance under the Federal deposit insurance act. The collateral shall be approved as to amount and sufficiency by the Commissioner of Finance accepting the same. The depository shall deposit with the Commissioner of Finance an assignment in blank of such collateral. The Commissioner of Finance shall deliver to the depository a certificate of deposit containing a description of the bonds or other securities so deposited as collateral. In the event of a default on the undertaking of any depository and the consequent necessity to complete the assignment, the Commissioner of Finance shall complete the assignment and shall be deemed to be the agent of the assignor for such purpose. The Commissioner of Finance may from time to time require the depository to increase the amount of securities deposited and may from time to time release securities whenever the amount of the balance on deposit shall be lawfully reduced. Substitution of

securities shall be made only upon written authorization of the Commissioner of Finance. Upon withdrawal of all moneys from any depository and the closing and settlement of the account thereof, the Commissioner of Finance shall require the surrender of the certificate of deposit and thereupon shall return the securities so deposited as collateral. Whenever, in the judgment of the Commissioner of Finance, it appears that additional facilities for the safeguarding of the securities deposited with him are essential, such Commissioner of Finance may lease or rent a safety deposit box and the cost thereof shall be audited and paid as a county charge. The depository, with the written consent of the Commissioner of Finance, may deposit such securities in a safety deposit box maintained by the depository under the joint control of the depository and the Commissioner of Finance. If such depository has and maintains a separate trust department, it may, with like consent, deliver such securities to said trust department, or may, with like consent, deposit said securities in escrow in the trust department of any other bank within the state to be held by such department subject to the joint order of the depository and the Commissioner of Finance, and all expenses in connection therewith shall be borne by the depository.

The Commissioner of Finance shall not be liable for the loss of public funds of the county by reason of the default or insolvency of a designated depository, provided such funds have been deposited in accordance with the provisions of this section. However, in the event that securities have been deposited as provided in this section, such Commissioner of Finance shall be liable to the extent of any loss in excess of the face amount of such securities on deposit at the time of such insolvency.

- (2) The Commissioner of Finance and such of his deputies, officers and employees, as the County Executive may require, shall give a surety bond to the county, indemnifying the county, its officers and agents and the State of New York, in a sum fixed by the Board of County Legislators conditioned for the faithful performance of his duties. Such bond shall be approved as to form by the County Attorney and as to the sufficiency of surety by the County Executive and filed in the office of the department of records.

- (3) Rules and regulations. The Commissioner of Finance may, except where otherwise provided by the charter or code, or by law not inconsistent with the charter or code, make rules and regulations relative to the conduct of his department, including but not limited to, the custody and investment of agency and trust funds in his charge and keeping. Such rules and regulations shall not be effective until they have been approved by the County Executive and filed in the office of the department of records.
- (4) Division of Treasury. The division of treasury shall be headed by a deputy commissioner, who shall have charge of the collection, receipt, custody, deposit, investment and disbursement of all fees, taxes, revenues and other funds of the county or for which the county is responsible. He shall have charge of the performance of all other duties required by any law to be performed by a county treasurer or any other county officer in relation to the collection of taxes, not inconsistent with the charter or code.
- (5) Division of Real Property Tax Service. The division of real property tax service shall be headed by a deputy Commissioner of Finance who shall provide the following services to all cities, and towns within the county as required by Article 15-a of the Real Property Tax Law:
 - (a) prepare tax maps, maintain them in current condition, and provide copies thereof to all cities, towns and villages;
 - (b) provide advisory appraisals to cities and towns upon the written request of the chief executive officer or assessor of such cities and towns;
 - (c) advise the assessors on procedures for the preparation and maintenance of assessment rolls, property record cards, appraisal cards and other records and documents relating to real property assessment and taxation;
 - (d) provide appraisal cards in such form as shall be prescribed by the state board in quantity needed for use in preparation of assessment records;
 - (e) cooperate and assist in the training programs provided by the state board for local assessors;
 - (f) provide the division of real estate with such information from his office as may be useful in the operation of that division;
 - (g) coordinate any county-wide revaluation program;
 - (h) prepare and furnish an annual report to the Commissioner of Finance, a copy of which shall be sent to the state board, which report shall contain at least such information required by

the Commissioner of Finance and the state board and prepare such additional reports as may from time to time be required by the Commissioner of Finance, the County Executive or the state board; (i) supply cities and towns with assessment rolls or other forms for use in connection with the preparation of assessment roll for the collection of property taxes; (j) perform all duties heretofore permitted, performed or required to be performed by the Clerk of the Board of County Legislators in relation to ascertaining, spreading, entering and extending taxes levied by the Board of County Legislators for all state, county, town and special district purposes, including unpaid school taxes, and the preparation of tax rolls for such taxes; (k) render such other related services pertaining to the assessment and taxation of real property as may be authorized by the legislative body of the county as are not inconsistent with the performance of his duties pursuant to Article 15-a of the Real Property Tax Law or any general or special law.

- (6) Division of Real Estate. The division of real estate shall be headed by a deputy commissioner who shall: (a) keep a record of the transfer of title to real property in each tax district, and notify immediately, in writing, the town clerk and the chairman of the board of assessors of each town or city, of each transfer in such town or city as the case may be; (b) be responsible for the disposition of all property acquired by the county as a result of unpaid taxes; (c) make such investigations and hold such hearings, assemble and compile such data and information as may be necessary for the preparation of the proposed county tax equalization rates consistent with the standards prescribed by the Legislature of the State of New York, and submit same, together with his recommendations thereon to the Commissioner of Finance not later than the 15th day of August, in each year; (d) perform such other duties as provided by the Real Property Tax Law not inconsistent with the charter or code.

- (7) (Division of Budget. Deleted by Local Law No. 2 of 1998.)

- 7(8) Each deputy shall perform such other and related duties as the Commissioner of Finance may prescribe, not inconsistent with the charter or code.

((i))(h) The Commissioner of Finance may, within the limitation of the appropriations provided therefor, employ special professional, technical, appraisal or other consulting

services and incur such expenses in connection therewith as he may deem necessary for the performance of his duties.

Section 503. Seal of the Commissioner of Finance.

(a) The following design is hereby adopted as the official and standard design of the seal of the Commissioner of Finance:



(b) The Commissioner of Finance is hereby authorized and empowered to affix such seal upon all instruments requiring the same, including, but not limited to, any instrument requiring the seal of a county treasurer.

Section 501(2) - (Division of Taxation) now known as Division of Real Property Tax Service, and (3) (Division of Equalization) now known as Division of Real Estate, were changed by Local Law No. 5 of 1971 which changed portions of Section 502.

Section 502 - Local Law No. 5 of 1971 changed the names and duties of the Division of Taxation to the Division of Real Property Tax Service and the Division of Equalization to the Division of Real Estate.

Local Law No. 6 of 1971 added sub-heading "i" under Section 502.

Section 501 - Is amended by Local Law No. 4 of 1985.

Section 502 - Is amended by renumbering Section 502(h) 7 to 502(h) 8 and adding a new Section 502(h) 7 by Local Law No. 4 of 1985.

Section 501 subdivision (4) and Section 502 subdivision "h"(7) are deleted by Local Law No. 2 of 1998.

ARTICLE VI

FINANCIAL PROCEDURES

- Section 601. Fiscal Year
- Section 602. Preparation of Proposed Budget and Capital Program
- Section 603. Proposed Budget and Capital Program by County Executive
- Section 604. Budget Message
- Section 605. Review of Proposed Budget; Capital Program and Message
- Section 606. Public Hearing
- Section 607. Adoption of Budget
- Section 608. Levy of Taxes; Inclusion of Reserve for Uncollected Taxes
- Section 609. Appropriations; Supplemental and Emergency
- Section 610. Appropriations; Reduction and Transfer After Budget Adoption
- Section 611. Certain Resolutions of the Board of County Legislators Requiring a Two-Thirds Vote
- Section 612. Certain Obligations and Payments Prohibited
- Section 613. Performance of Acts; Scheduling
- Section 614. Reserve Funds
- Section 615. Compensation of Elected Officials

Section 601. Fiscal Year. The fiscal year of the county shall begin with the first day of January and end with the last day of December of each year.

Section 602. Preparation of Proposed Budget and Capital Program. The county shall continue the use of a line item budget and shall employ the uniform systems of accounting for counties (prepared) as recommended by the New York State (Department of Audit and Control) Comptroller.

- (a) Preparation of tentative operation and maintenance budget:
- (1) Preparation and filing of estimates and appropriation requests. Not later than the 15th day of July in each year, the budget director shall furnish the head of each administrative unit or authorized agency quadruplicate forms on which to prepare and set forth an estimate of revenues and expenditures of the respective unit or agency for the next ensuing fiscal year, exclusive of capital projects. Such forms shall be prepared and completed by the head of each administrative unit or authorized agency and shall set forth among other things, but be not limited to, the actual revenues and expenditures for the last completed fiscal year; the appropriations for the current fiscal year and the unencumbered balances thereof as of July 31; sources of revenue, if any; character and object of expenditures, setting forth in item classifications, among other things, salaries, temporary help, fees and services, automotive equipment, office equipment, furniture, fixtures and other materials, supplies and expenses. These estimates shall be submitted in such form and contain such other and additional information as may be prescribed by the budget director and shall constitute in and of themselves a request for an appropriation therefore.
 - (2) Not later than August 15 immediately following, the head of each administrative unit or authorized agency shall sign such estimates and requests and file one copy thereof in each of the offices of the Budget Director, the County Executive, the chairman of the ways and means committee of the Board of County Legislators and the Board of County Legislators respectively. In the event of the failure of the head of any administrative unit or authorized agency to submit and file such estimate and request on or before August 15, the budget director shall forthwith prepare and file same accordingly.
 - (3) Upon receipt of the estimates and appropriation requests, the Budget Director shall examine, review, investigate and conduct such hearings thereon as he may deem necessary. Among other things, by notice in writing, he may require the head of each of any administrative unit or any officer or employee thereof and any authorized agency requesting county funds to appear before him to furnish data and information and to answer inquiries pertinent to such review or investigation.
 - (4) Upon completion of such review and investigation, the

Budget Director shall have the right to recommend in whole or in part the estimates and appropriation requests submitted, as he may deem appropriate.

- (5) On or before September 20 immediately following, the Budget Director shall prepare and submit to the County Executive a tentative operation and maintenance budget which shall set forth among other things, but be not limited to (a) the estimated revenues and expenditures of the county for the next ensuing fiscal year; (b) the corresponding actual revenues and expenditures of the last completed fiscal year; (c) the corresponding budget items of revenue and expenditures for the current fiscal year, together with such amendments and transfers as shall have been made or as are proposed to be made; (d) the estimates of revenue and expenditures for the ensuing fiscal year submitted by the heads of administrative units and authorized agencies as prepared by them or by the Budget Director and the corresponding recommendations if any, made thereto; (e) a separate statement which shall also be included as expenditures for the ensuing fiscal year setting forth (1) all sums due and payable for principal and interest in such year on all county obligations, issued or to be issued and on all judgments or obligations due for the payment of which the county shall be legally responsible; (2) payments due on all contracts with interest, if any, which shall become due and payable within such year.

(b) Preparation of tentative capital budget and capital program:

- (1) Preparation and filing of capital projects requests. Not later than the 15th day of June in each year, the Budget Director shall furnish to the head of each administrative unit or authorized agency forms on which to prepare and file a description, justification and estimate for each capital project which such administrative head or authorized agency proposes during one or more of the ensuing six (6) years.

The term "capital project" as used herein shall mean: (a) any physical betterment or improvement including furnishings, machinery, apparatus or equipment for such physical betterment or improvement when first constructed or acquired, or (b) any preliminary studies and surveys relating

to any physical betterment or improvement, or (c) land or rights in land, or (d) any combination of (a) (b) and (c).

Such capital projects requests shall be prepared and completed by the head of each administrative unit or authorized agency and shall set forth, among other things, but be not limited to:

- (a) a description of the proposed project; the estimated total cost thereof; recommended priority; estimates of costs for planning; site; right-of-way; construction, equipment and other features; status of plans and land acquisition; development time schedule
- (b) the proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established reserve funds; the amount, if any, estimated to be received from the Federal and/or state governments; and the amount to be financed by the issuance of obligations, showing the proposed type or types of obligations, together with the period of probable usefulness for which they are proposed to be issued; and recommended expenditures by years
- (c) an estimate of the effect, if any, upon operating costs of the county within each of the three fiscal years following completion of the project. The capital projects' requests shall contain such other and additional information as the Budget Director may deem advisable
- (d) all capital projects, which would involve the construction or renovation of a county owned facility and would have an estimated capital cost of \$250,000.00 or more, which costs shall be paid for by the County through direct appropriation or bonding, shall be assigned a separate and distinct capital project number, reference and account. This requirement shall not apply to: building maintenance capital projects which are on-going such as bridge work, road work, asbestos abatement

and the like and capital projects which are or may be subsidized by federal or state grants of funds in excess of \$250,000.00.

- (2) Not later than July 15 immediately following, the head of each administrative unit or authorized agency shall sign and shall file one copy of such capital project requests in each of the offices of the Budget Director, the County Executive, the Board of County Legislators, Commissioner of Finance, County Comptroller and the Commissioner of Planning, if any.
- (3) Capital projects committee. To assist in the consideration of the capital projects and the capital program, there shall be a capital projects committee consisting of the County Executive, as chairman; the Budget Director as vice-chairman; and the following members: the County Comptroller, the Commissioners of Finance, Public Works, Planning, if any, the County Attorney, the chairman of the Board of County Legislators and majority and minority leaders, if any, thereof, and the chairman of the capital improvements committee, if any, of the Board of County Legislators. The County Executive shall have the right to request and require other administrative heads to meet and consult with the capital projects committee as he may deem advisable. The County Executive shall be solely responsible for the capital budget and program as submitted to the Board of County Legislators.
- (4) Upon receiving a capital project request, the Planning Commissioner, if any, shall study the same with special reference to comprehensive plans for the county and for any affected municipality therein. He shall promptly forward his comments and recommendations regarding the proposed project to the Budget Director.
- (5) The Budget Director shall submit the comments and recommendations of the Planning Commissioner, if any, together with his own comments and recommendations to the capital projects committee. Such committee shall proceed to consider all requested capital projects, and for such purpose shall meet in the period between July 15 and September 15 at least twice, and as more often as may be required at the call of the chairman. On or before September 15, such committee shall prepare a written report with recommendations and file a copy with the

Board of County Legislators, the County Executive and the Budget Director.

- (6) Citizens advisory board on the capital program. The County Executive may appoint a citizens advisory board on the capital program to advise him in regard to such capital program, the relative priorities of proposed projects and suggested means of financing. The County Executive may serve as or shall designate the chairman of such citizens advisory board. Appointments to such board shall be for a period not to exceed any one calendar year, but the same person may be appointed in succeeding years. Membership on such advisory board shall not exceed fifteen (15). The chairman of the county planning advisory board, if any, shall be an ex officio member of any such advisory board on capital program. The members of such board shall receive no salary or compensation for their services but shall, within the appropriations provided therefore, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

Any project referred to the capital projects committee may likewise be referred to the citizens advisory board on the capital program, if there be such board. The latter shall meet at the call of its chairman and shall make such recommendations to the County Executive as its membership may determine. At the request of the County Executive, joint meetings of the capital projects committee and citizens advisory board on the capital program, if any, shall be held. The Budget Director and Planning Commissioner, if any, shall assist the citizens advisory board, if such be appointed, by presenting and explaining all capital project requests so referred and shall furnish all relevant exhibits and information.

- (7) Between September 15 and on or before September 20 immediately following, the Budget Director shall cause the tentative budget and capital program to be prepared, and shall submit it to the County Executive together with the tentative operation and maintenance budget. The tentative capital program shall set forth a recommended capital program for development during one or more of the ensuing six (6) years and be arranged

in such manner as to indicate the order of priority of each project, and to state for each project, among other things, but not limited to:

- (a) a description of the proposed project and the estimated total cost thereof
 - (b) the proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation, duly established reserve funds or any other source of county funds; the amount, if any, estimated to be received from the Federal and/or state governments; and the amount to be financed by the issuance of obligations, showing the proposed type or types of obligations, together with the period of probable usefulness for which they are proposed to be issued
 - (c) an estimate of the effect, if any, upon operating costs of the county within each of three fiscal years following completion of the project
- (8) The tentative capital budget shall include the amount proposed for the capital program to be financed by direct budgetary appropriation during the fiscal year to which such tentative budget pertains, and shall indicate debt service charges for previous projects, proposed down payments and other expenditures for new projects, all proposed capital financing including but not limited to reserve funds, sinking funds, current revenues, temporary borrowing, bond sales, federal and state grants, loans or advances
- (9) The proposed budget shall be prepared and submitted by the County Executive and adopted by the Board of County Legislators as hereinafter set forth and described and except as otherwise specifically provided:
- (a) any amendment to the proposed capital program and to the proposed capital budget during budget deliberations by the Board of County Legislators shall require an affirmative vote of two-thirds (2/3) vote of its total membership

- (b) the capital program shall be adopted by separate resolution of the Board of County Legislators by the affirmative vote of 2/3 of its total membership
- (c) the capital budget shall be adopted by separate resolution of the Board of County Legislators by the affirmative vote of 2/3 of its total membership
- (d) the operation and maintenance budget shall be adopted by separate resolution of the Board of County Legislators by the affirmative vote of a majority of its total membership
- (e) at any time after the adoption of the capital program as hereinafter provided, the Board of County Legislators by the affirmative vote of 2/3 of its total membership, may amend the capital program by adding, modifying or abandoning the projects, altering the priorities thereof, or by modifying the methods of financing. No capital project shall be authorized or undertaken unless it is included in the capital program as adopted or amended

Section 603. Proposed Budget and Capital Program by County Executive.

The County Executive shall submit to the clerk of the Board of County Legislators, on or before the 5th day of October of each year, for consideration by such board, a proposed budget for the ensuing fiscal year, and a capital program for the next six fiscal years.

Upon its submission, the proposed budget and capital program and budget message hereinafter provided for shall become a public record in the office of the clerk of the Board of County Legislators, and copies of the same shall be made available by such clerk for distribution.

The proposed budget shall present a complete financial plan for the county and its administrative units for the ensuing fiscal year setting forth proposed expenditures and anticipated revenues, and shall include: (1) an operation and maintenance expense budget and (2) a capital budget covering debt service, down payments and other current capital financing, and proposed borrowing, if any. Unencumbered balances at the end of each completed fiscal year, unless otherwise prescribed by statute and except where appropriated for a capital improvement or other authorized continuing project, shall be treated as revenues in(for) the county budget of the ensuing fiscal year.

Section 604. Budget Message. The county executive shall also submit with the proposed budget(,) a message explaining the main features of the budget including among other things, a general summary thereof with such supporting schedules as he may deem desirable or as the Board of County Legislators may, by resolution, require. Such schedules shall exhibit the aggregate figures of the proposed budget in such manner as to show a balanced relationship between the total estimated expenditures and the total estimated income for the ensuing fiscal year, and shall compare these figures with the actual receipts and expenditures for the last completed fiscal year and the appropriations for the current fiscal year. Such budget message shall also outline the existing and any proposed financial policies of the county relating to the capital program describing each capital improvement proposed to be undertaken within the ensuing fiscal year, showing the estimated cost, the pending or proposed method of financing it and the projected operation and maintenance expense. The budget message shall contain such additional information or comments as are deemed advisable by the county executive.

Section 605. Review of Proposed Budget; Capital Program and Message. The Board of County Legislators or a committee designated by such Board shall review the proposed budget, the capital program and the budget message as submitted by the County Executive and shall, not later than one week prior to the first(last) regular Board meeting in (October)November of each year, file with the Clerk of the Board of County Legislators its report including any recommendations proposed therein. Such report shall become a public record in the office of the Clerk of the Board of County Legislators, and copies thereof shall be made available by such Clerk for distribution.

Section 606. Public Hearing. The Board of County Legislators shall hold a public hearing on the proposed budget and capital program submitted by the County Executive no later than seven days from the date of the County Executive's Budget Message and shall thereafter hold public hearings related to the budget and the report submitted by the Ways and Means Committee on the Monday and Tuesday immediately preceding the first Board meeting in November of each year. The Clerk of the Board of County Legislators shall cause to be published in the official newspaper or newspapers and such other newspapers as may be designated by the Board of County Legislators, a notice of the place and time of such hearings. Said notice shall be published not later than five days prior to the date of such hearings.

Section 607. Adoption of Budget.

(a) After the conclusion of the public hearings, the Board of County Legislators may strike items of appropriation or anticipated revenues from the tentative budget or reduce items therein, excepting appropriations required by law or for debt service. The board may add items to or increase items in such budget, provided that such additions or increases are stated separately and distinctly. Decreases shall not require executive approval nor be subject to executive veto.

(b) If the budget as submitted by the county executive is adopted by the resolution of the Board of County Legislators with no changes thereto at the first Board of Legislators

meeting in November, such budget shall be deemed to have been adopted without any further action by the County Executive. If, however, the budget as passed by the Board of County Legislators contains any additions or increases, the same shall be presented by the clerk of the board to the County Executive, not later than the Friday following the first Board of Legislators meeting in November, for his examination and consideration. If the County Executive approves all the additions and increases, he shall affix his signature to a statement thereof and return the budget together with such statement to the clerk of the board, and the budget including the additions and increases as part thereof, shall then be deemed adopted.

(c) If a budget with additions or increases is not returned by the County Executive to the clerk of the Board with his objections on or before 10:00 o'clock in the forenoon of the Friday preceding the second Board of Legislators meeting in November, then the budget with such additions and increases shall be deemed adopted

(d) If the County Executive objects to any one or more of such added or increased items, he shall append to the budget a statement of the added or increased items to which he objects setting forth his reasons therefore and shall, not later than 10:00 o'clock in the forenoon of the Friday preceding the second Board of Legislators meeting in November return the budget with his objections to the clerk of the board who shall present the same to the Board of County Legislators at the second Board of Legislators meeting in November. The Board of County Legislators shall thereupon enter the objections upon its journal and proceed to reconsider the additions and increases to which objection is made by the County Executive. If upon such reconsideration two-thirds of all members of the Board of County Legislators vote to approve such additions and increases, or any of them, the budget with the additions and increases so approved, together with any additions and increases not so objected to by the County Executive shall be deemed adopted. If the board fails to act on or override such objections by a two-thirds vote, at the second Board of Legislators meeting in November, the objections shall become final and the budget shall become final and deemed adopted without the increases objected to by the County Executive.

(e) If a budget has not been adopted, as herein provided, at the second Board of Legislators meeting in November of each year, then the proposed budget as submitted by the County Executive, plus all additions and increases as to which he has failed to object, shall be the budget for the ensuing fiscal year.

(f) Four copies of the budget as adopted shall be certified by the County Executive and by the clerk of the Board of County Legislators, and one each of such copies shall be filed in the office of the County Executive, the offices of the comptroller, the commissioner of finance and the clerk of the Board of County Legislators. The budget as so certified shall be printed or otherwise reproduced and copies shall be made available.

(g) The Board of County Legislators reserves the right to make adjustments to the dates set forth herein for the filing of the report of the Ways and Means Committee, the conduct of public hearings, the submission of additions and increases to the County

Executive and the filing of objections to such additions and increases by the County Executive and to convene special meetings of the Board only in those years where the dates provided for herein fall on days which do not accommodate the time frames necessary for the consideration of the annual budget.

Section 608. Levy of Taxes; Inclusion of Reserve for Uncollected Taxes.

The net county tax requirement, determined by subtracting the total estimated revenues from the total proposed expenditures as set forth in the adopted budget, shall be levied in advance by the Board of County Legislators on the taxable real property of the several tax districts of the county. The taxes so levied shall include an amount to be known as "reserve for uncollected taxes" which shall be a county charge. The Board of County Legislators shall fix the amount of such a sum as they may deem sufficient to produce, in cash from the collection of taxes and other revenues during the year, the monies(eyes) required to meet the estimated expenditures of such year, provided, however, that such reserve for uncollected taxes shall be not less than the face amount of unpaid taxes for the preceding completed fiscal year. Any residual balance in part or whole from the overlay in excess of the amount after year-end reclassifications for deferred property tax revenue and an allowance for uncollectible tax liens may, upon recommendation of the County Executive and approval by the Board of County Legislators, be recorded to a reserve account known as "reserve for uncollected taxes and assessments". The cumulative sum of such reserve shall not be greater than the face amount of all unpaid taxes at year end of the preceding fiscal year.

The amount of all taxes, special ad valorem levies and special assessments levied upon any parcel of real property by the Board of County Legislators shall, except as otherwise expressly provided by law, be and become a lien thereon as of the first day of January of the fiscal year for which levied and shall remain a lien until paid.

Section 609. Appropriations: Supplemental and Emergency. If during any fiscal year there are available for appropriation (1) revenues received from sources not anticipated in the budget for that year, or (2) revenues received from anticipated sources but in excess of the budget estimates therefore, the Board of County Legislators may make supplemental appropriations for the year not in excess, however, of such additional revenues.

To meet a public emergency affecting life, health or property, the Board of County Legislators may make emergency appropriations. To the extent that there are no available unappropriated revenues to meet such appropriations, the Board of County Legislators may authorize the issuance of obligations pursuant to the local finance law.

Section 610. Appropriations: Reduction and Transfer After Budget Adoption. If at any time during the fiscal year it appears that the revenues available will be insufficient to meet the amounts appropriated, the County Executive shall report to the Board of County Legislators without delay the estimated amount of the deficit;

remedial action taken by him, and his recommendations as to further action. The Board of County Legislators shall take such action as it deems necessary to prevent or minimize any deficit. For that purpose it may by resolution reduce one or more appropriations; but no appropriation for debt service may be reduced, and no appropriation may be reduced by more than the unencumbered balance thereof or below any amount required by law to be appropriated. The Board may also, if it desires, borrow temporarily pursuant to the local finance law in an amount not greater than such deficit for such purpose.

The County Executive may at any time during the fiscal year transfer part or all of any unencumbered appropriation balance between classifications of expenditures within the same administrative unit, provided that prior approval by resolution of the Board of County Legislators shall be required if the proposed transfer (1) would result in an increase exceeding five thousand dollars annually, or such larger amount as may be prescribed by local law, during the fiscal year in any one line item in the budget as adopted, or (2) would effect any salary rate or salary total except as expressly permitted in the charter or code. If the County Executive requests in writing the Board of County Legislators by resolution effective immediately may transfer part or all of any unencumbered appropriation balance from one county administrative unit to another provided, however, that no such transfer shall be made from appropriations for debt service, and no appropriation may be reduced below any amount required by law to be appropriated.

Section 611. Certain Resolutions of the Board of County Legislators Requiring a Two-Thirds vote. A resolution of the Board of County Legislators for any of the following specified purposes shall be passed by not less than a 2/3 vote of the whole number of the members of the Board of County Legislators: (a) a supplemental or emergency appropriation; (b) the issuance of budget notes or notes in anticipation of the collection of taxes or revenues; (c) the issuance of bonds, bond anticipation notes or capital notes; or (d) any amendment offered to any of the above.

Section 612. Certain Obligations and Payments Prohibited. No payment shall be authorized or made and no obligation incurred against the county except in accordance with appropriations duly made, or except as permitted otherwise by the local finance law; provided that this shall not be construed to prevent contracting for capital improvements to be financed by borrowing, or entering into any lawful contract or lease providing for the payment of funds beyond the end of the current fiscal year.

Section 613. Performance of Acts; Scheduling. Whenever the scheduling of the performance of an act shall be fixed by this article the same may be changed by an amendment thereof.

Section 614. Reserve Funds. The Board of County Legislators subject to the approval of the County Executive may establish by resolution, any or all of the reserve funds as authorized in the General Municipal Law.

Whenever a power is given to the Board of County Legislators in such General Municipal Law in relation to a reserve fund, such power shall be deemed to be subject to the approval of the County Executive; and the power of investment of such funds shall be vested in the Commissioner of Finance, otherwise the provisions of such law shall be applicable.

Section 615. Compensation of Elected Officials.

(a) All elected offices filled by the electors of the County of Oneida whose compensation is established in the county budget may be increased during their term of office in the manner set forth herein: in the case of the members of the County Board of Legislators, the salary fixed and paid during a fiscal year shall not exceed the salary specified in the notice of public hearing on the tentative budget prepared for such fiscal year and published pursuant to Section 606 of this charter; in the case of the other elected County officials, with the exception of the District Attorney, whose salary is fixed by Section 183-a of the Judiciary Law, such salaries may be increased during the term of such elected official by enactment of a local law subject to a referendum on petition, except that a cost of living adjustment or other yearly increment in salary may be allowed at the beginning of any year during the term of office, provided that a schedule of cost of living adjustments and/or yearly increments was in existence prior to the commencement of such term of office; these offices shall include the County Executive, the Comptroller, the County Clerk, the Sheriff and the County Coroners.

(b) There shall be a bipartisan subcommittee of the Board of Legislators, convened at the request of the Chairman of the Board of Legislators, to research and recommend to the full Board increases in the compensation paid to County elected officials. Such subcommittee shall consist of seven members who shall be appointed by the Chairman of the Board from the then current membership of the Board. The subcommittee shall be chaired by the Majority Leader and Minority Leader of the Board.

(c) The subcommittee shall, not less one month prior to the date of the County Executive's submission of a budget to the Board of Legislators, have made its recommendations to the County Executive and the Board of Legislators regarding any increase in compensation for those elected offices, other than the District Attorney, and the Board of Legislators may take the necessary procedural steps to include such increases in the budget and/or may take the necessary procedural steps to enact a local law to increase such salaries.

(d) The County Executive shall include such increases in compensation in his or her annual budget submitted to the Board of Legislators.

Section 602 was amended by Local Law No. 4 of 1967.

Section 602(a)(2) was amended by Local Law No. 4 of 1967 by inserting the phrase "the chairman of the ways & means committee of the Board of County Legislators".

Section 615 was added by enactment of Local Law No. 1 of 1982.

Section 602(b)(9)(a) was added by the enactment of Local Law No. 2 of 1987.

Section 611 (d) was added by enactment of Local Law No. 2 of 1987.

Section 614 (a) was amended by enactment of Local Law No. 3 of 1987.

Section 605 and 606 were amended by enactment of Local Law No. 7 of 1991.

Section 610 was amended by enactment of Local Law No. 3 of 1994 raising the County Executive transfer of funds limit to five thousand dollars.

Section 602 (b)(1) was amended by Local Law No. 3 of 2003 in relation to the designation of certain capital projects.

Section 615 was amended by Local Law #1 of 2004 changing the method by which compensation of elected officials of the County may be increased during their terms of office.

ARTICLE VII

DEPARTMENT OF PUBLIC WORKS

Section 701.	Department of Public Works; Commissioner; Qualifications
Section 702.	Powers and Duties
Section 703.	Divisions of the Department
Section 704.	Division of Highways, Bridges and Structures
Section 705.	Division of Buildings and Grounds
Section 706.	Division of Engineering
Section 707.	Division of Reforestation
Section 708(9).	Rules, Regulations and Charges

Section 701. Department of Public Works; Commissioner;(Qualifications.)

There shall be a department of public works, the head of which shall be the Commissioner of Public Works, who shall be appointed on the basis of his or her administrative experience and qualifications for the duties of the office. Such commissioner shall be appointed by and serve at the pleasure of the County Executive, subject to confirmation by the Board of County Legislators. (On January 1, 1963, the office of the county superintendant and of county engineer, if any, shall be abolished and the powers and duties of such offices shall devolve upon the department of public works.)

Section 702. Powers and Duties. Except as otherwise provided in the charter or code, the Commissioner of Public Works shall:

- (a) Have all the powers and duties of a county engineer and a county superintendent of highways pursuant to the highway law or other applicable law, not inconsistent with the charter or code.
- (b) Have charge and supervision of the design, construction and alterations of the county buildings, parking fields, drives, walks, docks, marinas, parks and recreational facilities, preserve, beaches, erosion or reforestation projects, and such other structures and facilities in the nature of public works under the jurisdiction of the county.
- (c) Have charge and supervision of maintenance, repair and alterations of buildings owned or leased by the county, parking fields, drives, walks, docks, marinas, parks,

recreational facilities, preserves, beaches, and other lands and structures and facilities in the nature of public works under the jurisdiction of the county, including custodial care, unless otherwise provided in the code.

(d) Have such powers and duties in relation to county facilities for drainage, flood control, sanitation, small water sheds or water supply as may be prescribed in the charter, code or other applicable law, not inconsistent with the charter, code or other applicable law, not inconsistent with the charter or code.

(e) Furnish engineering and other services to the Board of County Legislators, the County Executive, (the department of solid waste management), the department of planning, if any, and when directed by the County Executive, to other county departments except as otherwise provided in the charter or code.

(f) Have charge of and have the duty of performing such other functions concerning county property, public works and other matters as the Board of County Legislators or the County Executive may, from time to time, direct.

Section 703. Divisions of the Department.

(a) There shall be the following divisions within the Department of Public Works: division of highways, bridges and structures; division of buildings and grounds; division of engineering; division of reforestation; (division of the airport;) and such other divisions as may be created within the department by local law or resolution of the Board of County Legislators. The commissioner shall appoint and assign a deputy to each division who shall act for and on behalf of the commissioner with respect to such division. It shall be the duty of each division head, while holding such position, to carry out the function of such division as provided by the charter, code, local law or by the directives of the commissioner. Such division head shall be subject to reassignment or transfer by the commissioner to other duties within the department.

(b) The Commissioner of Public Works may delegate to one or more of his deputies specific powers and duties of the Commissioner of Public Works, including those which he has as a county engineer or as a county superintendent of highways(,) and may revoke such delegations. Such delegations and revocations shall be in writing and shall set forth the specific power or powers, duty or duties so delegated or revoked. (Such written delegations or revocations shall be filed with the County Executive and with the department of records and if powers or duties so delegated or revoked are those which the Commissioner of Public Works has as a county engineer or as a county superintendant of highways, a duplicate of such written delegation or revocation shall be files with the state superintendant of public works.) The acts performed by such deputies pursuant to such delegations shall have the same effect in law as if performed by the Commissioner of Public Works

(c) Within the appropriations provided therefor, and when authorized by the County Executive, the Commissioner of Public Works may employ such special engineering, architectural or other technical consultant services and incur such expenses as may be necessary for the performance of any of the duties set forth in the charter or code

(d) The Commissioner of Public Works and any consultant, contractor, deputy, assistant or employee of the department when authorized by him may enter upon any public or private property within the county for the purpose of making any surveys, examinations or investigations necessary or desirable for the exercise of the powers or the performance of the duties of the department

(c) The Commissioner of Public Works may contract, subject to the approval of the County Executive and the Board of County Legislators, with any municipal, district or public benefit corporation for the sharing of or the joint provision of public works services. The costs and expenses incurred as well as charges for central facilities and administrative services relating thereto shall be borne proportionately by each such contracting party as agreed upon

Section 704. Division of Highways, Bridges and Structures.

(a) The division of highways, bridges and structures shall be headed by a deputy commissioner who shall be appointed on the basis of his experience in highway construction and maintenance and who shall, to the extent that the Commissioner of Public Works shall designate the same in writing, have all the powers and duties vested in and imposed upon a county superintendent of highways (or a county engineer) by law. He shall have such other duties as may be prescribed by local law, ordinance or resolution of the Board of County Legislators or by direction of the Commissioner of Public Works.

(b) Except as the provisions of the highway law conflict or are changed by the charter or code, such provisions shall apply to and define the powers, duties and obligations to the Commissioner of Public Works, and(or) of his designated deputy, when exercising any of the powers or performing any of the duties of a county superintendent of highways, (or a county engineer.)

(c) The statements and reports required to be filed with the New York State Department of Public Works by the highway law shall also be filed with the Board of County Legislators and County Executive.

(d) The Commissioner of Public Works may, with the approval of the County Executive, permit the rental, with or without operator, of highway machinery tools, equipment and implements by the county, or by or from another county, or by or from any municipal, district or public benefit corporation, upon such terms as may be agreed upon by the parties. (, but with the payment to the county of not less than the hourly rate as fixed by the New York State Superintendant of Public Works for the rental or hiring of

such machinery, tools, or equipment with or without operator by the county.) Any(ll) sums obtained by the county pursuant to any terms agreed upon shall be deposited in the county road machinery fund.

Section 705. Division of Buildings and Grounds.

(a) The division of buildings and grounds shall be headed by a deputy commissioner who shall be appointed on the basis of his or her administrative experience and qualifications for the duties of such office. Such deputy commissioner shall:

- (1) Have charge of the necessary preservation, maintenance and repair of all buildings and grounds owned or leased by the county which are held, used and/or operated by the county for county purposes, except (a) lands and buildings under the jurisdiction of the division of highways, bridges and structures; the division of parks and recreation, if any; and (b) custodial care of the (technical institute,) jail (or penitentiary), if any.
- (2) Have charge and control of all janitors, caretakers, (engineers) and any other employees connected with the care and maintenance of county buildings and grounds except as otherwise provided in this section. The deputy commissioner may make such rules and regulations governing such employees as he or she shall deem proper, subject to the approval of the Commissioner of Public Works.
- (3) Perform such other duties and make such reports as are required by the Commissioner of Public Works.

Section 706. Division of Engineering.

(a) The division of engineering shall be headed by a deputy commissioner who shall be appointed on the basis of his or her administrative experience and qualifications for the duties of his or her office. He or she shall be licensed by the State of New York to practice professional engineering.

(b) Such deputy commissioner shall (1) have charge and supervision of all officers, and employees of the department of public works and contractors and consultants performing professional engineering, surveying and related engineering services for the county (except division heads of said department;) (2) upon the request of the Commissioner of Public Works, assign such officers and employees from the division of engineering as may be needed by other divisions of the department of public works to work on projects designated by such commissioner; (3) upon the request of the County

Executive, perform such professional engineering, surveying and related engineering services as may be required by other county administrative unit(e)s; (4) oversee and supervise the design and construction of all county capital projects of every name and nature except as otherwise provided in the Oneida County Charter. The authority and responsibility of such deputy commissioner to oversee and supervise the design and construction of all county capital projects of every name and nature is and shall be deemed to be a part of any contract entered into by the county or any of its administrative units or authorized agencies, including but not limited to, contracts entered into by the department of public works and/or any other administrative unit of the county with any other governmental unit, private contractor or any combination thereof, except any and all capital projects under the department of (solid waste management and the department of) aviation.

(c) Such deputy commissioner shall perform such other related duties and make such reports as are required by the Commissioner of Public Works.

Section 707. Division of Reforestation.

(a) The division of reforestation shall be headed by a deputy commissioner who shall be appointed on the basis of his or her administrative experience and the qualifications for the duties of his or her office.

(b) Such deputy commissioner shall have charge of and exercise such duties and obligations with respect to county forests, reforestation, landscaping, fish, wild life, and other kindred activities. He shall consult with and advise the Commissioner of Public Works and any division under same and when directed by the Commissioner of Public Works, any other county administrative unit, or authorized agency requesting his service in the selection, planting, care and maintenance of trees, shrubbery and plantings on any property owned or operated by the county.

Section 708(9). Rules, Regulations and Charges.

(a) Except as otherwise provided, the Board of County Legislators shall have the power by resolution or ordinance to establish such charges, rules and regulations as may be formulated and recommended to such Board by the Commissioner of Public Works, to provide for use by the public of facilities under the jurisdiction of the department of public works, and to provide for (the) the collection and enforcement thereof. Any such rules, regulations or charges so established shall become valid upon their being filed with the County Executive, the Commissioner of Public Works and the department of records.

(b) The Commissioner of Public Works may make such other rules and regulations necessary or desirable for the conduct of his office (which shall become valid upon their being filed with the Board of County Legislators, the County Executive and the department of records.)

Section 702 was amended by Local Law No. 11 of 1984 by adding “the airport”.

Section 703(a) was amended by Local Law No. 1 of 1966 and Local Law No. 11 of 1984.

Section 705(a)(1) was amended by Local Law No. 1 of 1966.

Section 709 was added by Local Law No. 1 of 1966.

Section 710 was added by Local Law No. 1 of 1966.

Section 710(a) was amended by Local Law No. 5 of 1982.

Section 711 was added by Local Law No. 11 of 1984 which added the division of aviation.

Section 712 was added by Local Law No. 13 of 1984.

Section 713 was added by Local Law No. 13 of 1984.

Section 703(a) was amended by Local Law No. 1 of 1987 which established a department of solid waste management and eliminated the division of solid waste management in the department of public works.

Section 702(d) and (e) and Section 706(b)(4) were amended by Local Law No. 1 of 1987 which established a department of solid waste management and eliminated the division of solid waste management in the department of public works.

Section 712 and 713 were deleted by Local Law No. 1 of 1987.

Section 702(d) was amended by the deletion of the word “sewage” by the enactment of Local Law No. 6 of 1989.

Section 703(a) was amended by the deletion of the words “division of water pollution control” by the enactment of Local Law No. 6 of 1989.

Sections 702, 703 and 705 were amended by Local Law No. 2 of 1990 which eliminated the division of the airport in the Department of Public Works and created the Department of the Airport.

(Sections) Airport Sections 709 and 710 were deleted by Local Law No. 6 of 1989 which eliminated the division for water pollution control in the Department of Public Works and created the Department of Water Quality and Water Pollution Control.

Section 711 was eliminated by Local Law No. 2 of 1990 which created the Department of the Airport and eliminated the division of the airport within the Department of Public Works.

Section 703(a) was amended by Local Law No. 1 of 1997 to eliminate Article IX, Department of the Airport, in its entirety and create a Division of the Airport within the Department of Public Works thereby realizing a cost savings to the county and eliminating any unnecessary duplication of facilities and personnel.

Section 708 was amended by Local Law No. 1 of 1997 by renumbering the current Section 708 to Section 709.

Section 708 Division of the Airport was added by Local Law No. 1 of 1997.

Section 708 was deleted by Local Law No. 3 of 2007 which local law re-established Article IX, Department of Aviation.

ARTICLE VIII

BOARD OF ACQUISITION AND CONTRACT

Section 801. Board Created; Powers and Duties

Section 802. Execution of Contracts and Procedure

(Section 803. Prequalification of Bidders)

Section 801. Board Created; Powers and Duties. There shall be a Board of Acquisition and Contract which shall consist of the County Executive, Commissioner of Public Works, and the Chairman of the Board of County Legislators. Within the appropriations provided therefor, the Board of Acquisition and Contract (shall contract for and acquire by purchase or condemnation, all lands, buildings and other real property, the acquisition of which has been authorized but h Board of County Legislators, and within the appropriations provided therefore shall) shall award all contracts for the construction, reconstruction, repair, maintenance or alteration of all public works or improvements.

Section 802. Execution of Contracts and Procedure. All contracts (except for the purchase of supplies, materials, equipment and services incidental thereto) shall be executed on behalf of the county by the County Executive in accordance with the provisions of this Article. Whenever a contract for public works involves the expenditure in excess of the amount set forth in Section 103, sub-division (1) of the General Municipal Law of the State of New York, as amended, the contract shall be awarded to the lowest responsible bidder by sealed bids or proposals made in compliance with a legal (public) notice published at least once in an official newspaper or newspapers designated by the Board of (Acquisition and Contract) Legislators at least 10 days prior to the day on which such sealed proposals are to be opened. Such advertisement shall contain a statement of the time when and place where all bids received pursuant to such notice will be publicly opened and read. (The members or the Board of Acquisition and Contract or their designated representatives) The Director of Purchasing or his designee shall open the bids at the time and place specified and shall make a record of such bids (in form and detail prescribed by the Board of Acquisition and Contract. The bids or proposals shall be opened publically in the presence of at least two members of the Board of Acquisition and Contract or their representatives). The successful bidder must give security for the faithful performance of his contract, the adequacy and sufficiency of which shall be approved by the (Board of Acquisition and Contract) Director of Purchasing or his designee. In cases where two or more responsible bidders furnishing the required security, submit identical bids as to price, the Board of Acquisition and Contract may award the contract to any of such bidders. The Board of Acquisition and Contract may, in their discretion, by majority vote, reject all bids and re-advertise for new bids in the manner prescribed by this section. No bid for contracts for the construction,

reconstruction, repair, maintenance or alteration of any public works or improvements may be accepted from or contract therefor awarded to any person who is in arrears in taxes or upon debt or contract to or with the county, or who has defaulted as surety or otherwise upon a contract or obligation to the county or who may be otherwise disqualified under any act of the legislature not inconsistent with the charter or code. No contract shall be executed by the County Executive on behalf of the county until the same has been approved as to form by the County Attorney. A copy of each contract, when executed, shall be filed with the (Commissioner of Finance and) law department and the department of audit and control, together with a copy of any act, ordinance or resolution, other than the annual appropriation act, upon which the right to make such contract rests. The Board of Acquisition and Contract may award contracts for the construction, reconstruction, repair, maintenance or alterations of any public works or improvements, without the taking of public bids required in this section in the following cases only: (a) when the County Executive has declared a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting the life, health or safety of inhabitants of the County of Oneida require immediate action which cannot await competitive bidding, or (b) when, by resolution adopted by a vote of at least two-thirds (2/3) of the whole number, the Board of County Legislators has determined it to be impracticable to advertise for such bids, or (c) when through some accident or other unforeseen circumstances the heating, air-conditioning, ventilating, lighting, plumbing system, machinery, equipment or other apparatus of any of the public buildings of the county shall become disabled or any of such buildings or parts thereof shall be rendered untenable by reason of the sudden action of the elements or for some other emergency, and the administrative head in charge of such building shall certify in writing to the Board of Acquisition and Contract such emergency and the necessity of immediate repair of the defect or defects, and such certificate of necessity is approved by the County Executive.

(When authorized by the Board of County Legislators and within the appropriations provided therefore, the Board of Acquisition and Contract shall contract for or acquire by purchase or condemnation all lands, buildings and other real property, without the taking of public bids.)

Any and all leases of equipment, professional service contracts and personal service contracts, which do not require competitive bidding under the provisions of Section 103, subdivision 1 of the General Municipal Law and which are in excess of \$50,000.00, shall be subject to the approval of a majority of members of the Oneida County Board of Legislators after first being approved by the Board of Acquisition and Contract.

The Board of Acquisition and Contract shall also have approval authority for settlements of claims against the County which do not exceed \$10,000.00

(Section 803. Prequalification of Bidders. The Board of Acquisition and Contract may require the prequalification of bidders on any contract, subject to such conditions or procedure as shall be established by resolution of the Board of County Legislators.)

Section 802 was amended by Local Law No. 1 of 1981 to conform to State Law which sets forth minimum standards for competitive bidding for purchase contracts and public works contracts.

Section 802 was amended by Local Law No. 3 of 1991 to add paragraph 3 in order to improve efficiency in county Government and to give the Oneida County Board of Legislators final approval over awarding of certain personal service contracts.

Section 802 was amended by Local Law No. 3 of 2001 by replacing paragraph 3 of Article VIII Section 802 to increase the level of legislative review and oversight by granting the Board of County Legislators final approval authority over certain County leases of equipment, professional service contracts and personal service contracts in excess of \$50,000.00.

ARTICLE IX

DEPARTMENT OF (THE AIRPORT) AVIATION (DELETED BY LOCAL LAW NO.1 OF 1997)

Section 901. Department of (the) Aviation; Commissioner; Appointment

Section 902. Powers and Duties

Section 903. Accounting for Fees

Section 901. Department of Aviation; Commissioner; Appointment. There shall be a department of aviation, headed by a commissioner who shall be appointed on the basis of his or her administrative experience and his or her qualifications for the duties of the office by the County Executive, subject to confirmation by the Board of County Legislators.

Section 902. Powers and Duties. Except as otherwise provided in this charter or code, the commissioner of aviation shall:

- a. have charge and supervision of the County Airport including any and all buildings, structures, hangars, runways and all other County owned facilities located upon or used in connection with the County Airport;
- b. have charge and supervision of the maintenance, repair and alterations of buildings, structures, hangars, runways and other County owned facilities upon or used in connection with the County Airport;
- c. have all of the powers and duties in relation to the operation of the Airport facilities, subject to any rules, regulations, statutes or conditions of the federal and state aviation oversight agencies, as may be applicable;
- d. have the charge and duty of performing such other duties related to the operation and maintenance of the County Airport facilities and property and other aviation related matters as the Board of Legislators and the County Executive may from time to time direct;
- e. work in conjunction with all relevant federal, state and local economic development corporations and agencies to promote, market and develop the resources of the County Airport.
- f. make an annual report at the close of each fiscal year detailing the work of the department of aviation for the preceding year. Such report shall be

filed with the Board of Legislators and the County Executive not later than the first day of March. The commissioner shall make such other reports as may be required by the Board of Legislators or the County Executive or as may be required by the administrative code or other applicable law.

- g. when such positions are authorized by the County Executive and the Board of Legislators and within the limits of the appropriations provided therefore, have the power to appoint a deputy commissioner of aviation and such other assistants and employees as he or she may deem necessary for the performance of his or her duties. The deputy commissioner shall act for and on behalf of the commissioner and shall perform such duties as the commissioner prescribes.

Section 903. Accounting for Fees. All moneys to which the County may be entitled under and by virtue of the laws of the State of New York, or which the department of aviation may receive for aviation related services rendered, shall apply to and be for the benefit of the County Airport and shall be collected by the aviation commissioner, accounted for and paid over to the Commissioner of Finance within five days after the last day of each month of the fiscal year. Each statement shall have attached to it a certification by the aviation commissioner to the effect that the same is, in all respects, a full and true accounting of all monies received by the aviation commissioner for the preceding month. At the time of rendering any such statement, the aviation commissioner shall pay to the Commissioner of Finance, for the benefit of the County Airport, all monies received by the aviation commissioner during the preceding month. All other funds or fees collected or received by the aviation commissioner shall be collected, paid over, deposited and reported as set forth herein, except as otherwise specifically provided by law.

Section 902(b) was amended by Local Law No. 2 of 1995 to relieve the County of the burden of fulfilling unnecessary public notice and public hearing requirements for airport leases which procedures serve no legitimate public purpose.

Article IX is eliminated by Local Law No. 1 of 1997 in order to create a Division of the Airport within the Department of Public Works thereby realizing a cost savings to the county and eliminating any unnecessary duplication of facilities and personnel.

Section 902(b) was amended by Local Law No. 2 of 1995 to relieve the County of the burden of fulfilling unnecessary public notice and public hearing requirements for airport leases which procedures serve no legitimate public purpose.

Article IX is eliminated by Local Law No. 1 of 1997 in order to create a Division of the Airport within the Department of Public Works thereby realizing a cost savings to the county and eliminating any unnecessary duplication of facilities and personnel.

Article IX-Department of Aviation was re-established by Local Law No. 3 of 2007

ARTICLE X

DEPARTMENT OF SOCIAL SERVICES

Section 1001.	Department of Social Services; Commissioner; Appointment
Section 1002.	Powers and Duties of the Commissioner
Section 1003.	Reports
Section 1004.	Disposition of Unclaimed Personal Property
Section 1005.	Deputy Commissioners
Section 1006.	Welfare Rates and Charges
Section 1007.	Accounting for Fees and Funds for Inmates
Section 1008.	Other Duties
Section 1009.	Attorney

Section 1001. Department of Social Services; Commissioner; Appointment.

There shall be a department of social services headed by a commissioner who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators (and shall serve at the pleasure of the County Executive, except that the person serving as Commissioner of Social Services at the time immediately prior to this code taking effect, shall continue to serve as the Commissioner of Social Services until December 31, 1963;) and thereafter, the Commissioner of the Department of Social Services shall be appointed as provided herein and for the term as set forth in Section 116 of the Social Services Law.

Any person so appointed and confirmed as Commissioner of Social Services, shall have at least two years experience in a full time capacity in business administration, industrial management, or in the field of social welfare.

Section 1002. Powers and Duties of the Commissioner.

(a) The Commissioner shall have all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive, or any applicable provision of any act of the legislature not inconsistent with the charter or code. Such powers, duties, obligations and liabilities shall include, but be not limited to any power, duty, obligation, or liability heretofore or hereafter imposed upon the county Commissioner of Social Services under the S(s)ocial S(s)ervices L(l)aw or any other applicable statute, not inconsistent with the charter or code.

((b) Such Commissioner shall manage and supervise the Oneida County home and any other social services institutions of the county when authorized by the County Executive by resolution of the Board of County Legislators.)

Section 1003. Reports.

(a) Such Commissioner shall make such written reports and furnish such information to the New York State Department of Social Services with respect to the work of the county social services district as are required by the S(s)ocial S(s)ervices L(l)aw and by the State Department of Social Services. Copies thereof shall be filed with the Board of County Legislators and the County Executive.

(b) Such Commissioner shall make and file on or before the 1st day of (February) March of each year an annual written report to the Board of County Legislators and the County Executive concerning the work of the county social services district and additional reports at such time and covering such matters as the County Executive or Board of Legislators by resolution may require.

(Section 1004. Disposition of Unclaimed Personal Property. All monies and articles of personal property belonging to a discharged or deceased person in any institution now or hereafter under the jurisdiction of the Commissioner of Social Services shall, if unclaimed by such discharged person, or a legal representative of such deceased person, for a period or one year after the discharge or decease of such person, be deemed abandoned, and shall be inventoried and turned over to the Commissioner of Finance. The Commissioner shall forthwith pay any monies so unclaimed to the county Commissioner of Finance who shall place the same to the credit of the county. Any personal property, other than money, remaining so unclaimed, shall be sold at public sale by the Commissioner of Finance and the money derived there from shall be credited to the county.)

Section 1005. Deputy Commissioners. The Commissioner shall, when such positions are authorized by the Board of County Legislators and within the limits of the appropriations provided therefor, have the power to appoint such deputies, officers, assistants, and employees as he may deem necessary for the performance of his duties. The deputy commissioners shall act for and on behalf of the Commissioner and shall perform such duties as he may prescribe.

Section 1006. Welfare Rates and Charges. The Commissioner shall when submitting the estimate of revenues and expenditures for the department of social services to the Budget Director include therein recommendations for rates to be paid by the county to (hospitals, institutions for the aged, institutions for children, nursing homes, correctional institutions and)foster homes and such other rates as may be necessary or required to be paid by the county for services rendered for the care and maintenance of

persons for whom the department of social services is responsible under the requirements of the S(s)ocial S(s)ervices Law or any other applicable law. Such rates, if and as approved by the County Executive, shall be included in the tentative budget. The Board of County Legislators shall by resolution and part of the budget procedure determine, fix and establish the rates to be paid by the county for such services.

Section 1007. Accounting for Fees and Funds(for Inmates).

(a) All monies to which the county may be entitled under and by virtue of the laws of the State of New York, or which the commissioner may receive for official services by him, or by any of his deputies, assistants, clerks, employees or subordinates, shall apply to and be for the benefit of the county and shall be collected by such Commissioner, accounted for and paid over to the Commissioner of Finance within five (5) days after the expiration of each month. Each such statement shall have attached thereto a certification by said Commissioner to the effect that the same is in all respects a full and true statement of all such monies received by him for the preceding month.

At the time of rendering any such statement, such Commissioner shall pay to the Commissioner of Finance for the benefit of said county all monies received by him since the last preceding monthly report. Other funds or fees collected by the Commissioner shall be collected, paid over, deposited and reported as above provided, except where otherwise specifically provided by statute.

(b) The commissioner shall deposit with the Commissioner of Finance within five (5) days after he has received same, any and all monies received by him for the use of a particular inmate or inmates of the county home.

Section 1008. Other Duties. The Commissioner shall perform such other duties as may be directed by the Board of County Legislators, the County Executive or by any law or by any officer of the state not inconsistent with the charter or code.

Section 1009. Attorney. The Commissioner shall have the power to appoint an attorney who shall give legal advice and assistance to the department of social services and shall represent the county, in cooperation with the department of law, in matters pertaining to the department of social services. He shall be duly admitted to the practice of law in the State of New York and a resident of Oneida County. (He shall serve at the pleasure of the Commissioner.)

Sections 1001, 1002 and 1003 amended by Local Law No. 2 of 1968.

Section 1009 was added by Local Law No. 4 of 1966.

ARTICLE XI
DEPARTMENT OF HEALTH

(Section 1101.	Application of Article XI)
Section 1101(2).	Department of Health; Commissioner or Director; Appointment; Term; Qualifications
Section 1102(3).	Powers and Duties of the Commissioner or Director
Section 1103(4).	Health Advisory Board
Section 1104(5).	Sanitary Code
Section 1105(6).	Organization of the Department
Section 1106(7).	Continuation of Program

(Section 1101. **Application of Article XI.** In the event that the Oneida County Board of County Legislators shall establish a county or part county health district, then Article XI of this code shall become effective.)

Section 1101(2). Department of Health; Commissioner or Director; Appointment; Term; Qualifications.

(a) There shall be a department of health headed by a Commissioner of Health or Public Health Director, who shall be appointed by the County Executive, subject to confirmation by the Board of County Legislators, to serve at the pleasure of the County Executive except as otherwise provided by law. A (The) health advisory board, if so appointed as set forth herein, shall make recommendations in relation to the appointment of such commissioner or director.

(b) If a Commissioner of Health is appointed, the appointee shall be a physician licensed to practice medicine in the State of New York, shall be educated and experienced in public health administration and shall possess such qualifications as are prescribed in the State Sanitary Code or otherwise by the public health council of the State of New York.

(c) If a Public Health Director is appointed, the appointee shall be educated and experienced in public health administration and shall possess such qualifications as are prescribed in the State Sanitary Code or otherwise by the public health council of the State of New York.

Section 1102(3). Powers and Duties of the Commissioner or Director.

(a) The Commissioner of Health or Public Health Director shall have all the powers and perform all the duties conferred or imposed upon county or part-county health commissioners, and/or Public Health Directors and/or county or part-county boards of health by law not inconsistent with the charter or code. The Commissioner or Director shall have and exercise all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive or any applicable provision of any act of the legislature not inconsistent with the charter or code. In addition thereto, the Commissioner or Director shall perform such other and related duties as shall be required or delegated to him by the County Executive or Board of County Legislators.

On or before (February) March 1st each year, the Commissioner of Health or Public Health Director shall make an annual report for the immediately preceding calendar year covering generally the work of this office. Copies of each such report shall be filed with the Board of County Legislators and County Executive. Such Commissioner or Director shall make such other reports at such times as may be required by the Board of County Legislators, County Executive, New York State Department of Health or any other applicable law. Copies of such reports shall be filed with the Board of County Legislators and the County Executive.

(b) Deputies:

(1) The Commissioner of Health or Public Health Director may, when such positions are authorized by the Board of County Legislators and within the appropriations provided therefor, appoint to serve at his pleasure, except as provided in paragraph 3 of this section, such deputies, assistant deputies and other employees as he may deem necessary for the performance of his duties and to fulfill the purposes of Article 3 of the Public Health Law in the county or part-county health district. Such deputies, assistant deputies and other employees shall have the qualifications prescribed by the New York State Sanitary Code.

(2) The Commissioner of Health or Public Health Director shall designate a deputy or deputies qualified in accordance with the provisions of the New York State Sanitary Code to whom shall be delegated all the powers and duties of the head of the health department when such department head is unable to act by reason of absence or disability. Such designation shall be in writing and filed in the department of records and copies thereof filed with the County Executive and with the Board of County Legislators and in such other places as may be required by the Public Health Law or any other applicable law.

((3) Each local health officer of the towns, cities, and villages or of any combination there of included in the county or part county health district shall be permitted to complete the term for which he was appointed, serving as a deputy of the Commissioner of Health or Public Health Director.)

Section 1103. Health Advisory Board. The County Executive may(shall) appoint the members of the health advisory board in accordance with the provisions of Section 1103 of Article XI of the charter. Such members shall be residents of the county or part-county health district. The county medical society of the county may submit to the County Executive a list of physicians from which the County Executive may choose the medical members of the health advisory board.

The health advisory board shall consist of seven members, not less than three of whom shall be physicians duly licensed to practice in the State of New York. Members of the health advisory board shall be appointed for a term of six years, (, except that of those first appointed, two (2) shall be appointed for a one (1) year term; and five other members shall be appointed for the respective terms of 6,5,4,3 and 2 years.) Vacancies shall be filled by appointment by the County Executive for the unexpired terms. The County Executive shall appoint annually, on or before the 15th day of January of each year, a chairman and vice-chairman who shall serve at his pleasure. Such board shall have the power to name a secretary from its membership.

Meetings of such board shall be held at the call of the chairman or the County Executive on at least three days' written notice mailed to the last known address of such board members. The health advisory board shall have and exercise the powers and duties conferred or imposed upon such board by the charter or code. The health advisory board shall at the request of the Commissioner of Health or Public Health Director, or(and) may on its own initiative, make recommendations and suggestions in writing to the commissioner or director relative to the qualifications and duties of the deputies, officers, or employees of the department of health. The members of such board shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office. Such board shall be advisory only except as provided in Section 1104(5) of this code.

Section 110 4(5). Sanitary Code. Any sanitary code hereafter adopted by the Board of County Legislators pursuant to the provisions of Section 1104(5) of Article XI of the charter and any amendment to such Sanitary Code shall be published and filed in the manner and places required by the charter, code, Public Health Law, or other applicable law not inconsistent with the charter or code. Before adopting such Sanitary Code or any amendment thereto, the Board of County Legislators shall cause notice of a public hearing thereon to be published in the official newspapers once a week for two successive weeks and at least twenty (20) days shall elapse from the first publication date to the date of such hearing. Such notice shall contain an abstract statement of such proposed Sanitary Code or amendment and give the time and place of such hearing. On or before the date of the first publication of such proposed Sanitary Code or amendment, copies thereof shall be filed with the Board of County Legislators, the County Executive and the Commissioner of Health or Public Health Director, and be open to inspection by the public. Penalties for violation of or nonconformance with such Sanitary Code shall be as provided by such code or other applicable law. Such Sanitary Code and any amendments thereto as are approved and adopted shall also be filed in the department of records before the same shall become effective and certified copies thereof shall be filed

with the Board of County Legislators, County Executive and the Commissioner of Health or Public Health Director. The adoption of the Sanitary Code or any amendment thereto shall not be subject to approval by the County Executive.

Section 1105. Organization of the Department.

(a) Such Commissioner of Health or Public Health Director, shall organize the department of health under the supervision of the County Executive into such divisions, bureaus or sections as are necessary to perform and manage such health functions, programs, services and/or facilities as may be provided within the appropriations therefor by the Board of County Legislators.

(b) Any clinic, dispensary, hospital or laboratory facilities relating to public health (1) heretofore or hereafter established by a city, town or village and subsequently transferred to the county, or (2) heretofore or hereafter established by the Board of County Legislators shall become a division or other subordinate part of the department of health or other appropriate department.

Section 1106(7). Continuation of Program. Pending the creation and establishment of a county or part-county health district as herein provided, the present health program and department as it exists at the time this code becomes effective shall continue except as otherwise provided in the code.

A part-county health district was established by Resolutions Nos. 82, 91 and 92 adopted by the Board of County Legislators on March 14, 1973.

Sections: 1102, 1103, 1104, 1105, 1106, were amended by the enactment of Local Law No. 9 of 1984 which provided for appointment of either a Commissioner of Health or a Public Health Director.

ARTICLE X I I

DEPARTMENT OF MENTAL HEALTH

- Section 1201. Department of Mental Health; Commissioner; Appointment
Section 1202. Powers and Duties
Section 1203. Community Services Board

Section 1201. Department of Mental Health; Commissioner; Appointment.

The department of mental health shall be headed by a commissioner who shall be appointed on the basis of his administrative experience and his qualifications for the duties of the office by the County Executive subject to confirmation by the Board of County Legislators. Such qualifications shall meet the standards fixed by the State Commissioner of Mental Hygiene. He shall organize the department under the supervision of the County Executive into such divisions as may be needed for the operation of community mental health programs.

Section 1202. Powers and Duties. Commissioner of Mental Health shall have all the powers and duties and shall be subject to all the obligations and liabilities heretofore and hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive or any applicable provision or any act of the legislature not inconsistent with the charter or code. Such powers and duties, obligations and liabilities, shall include, but shall not be limited to any powers, duties, obligations or liabilities granted or imposed upon a director of community mental health services and upon community mental health boards except as provided by the charter or code.

The Commissioner of Mental Health may, when such positions are authorized by the Board of County Legislators and within the appropriations provided therefor, appoint such deputies, directors, assistant officers and employees as may be necessary for the performance of his duties.

(The Commissioner of Mental Health shall have charge of the community psychiatric clinic, the child guidance center and any other facilities related to community mental health programs heretofore or hereafter established by the Board of County Legislators.)

(The members of such board shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.)

(All community services board appointments shall be approved by the Oneida County board of Legislators.)

On or before (February) March 1st in each year, the Commissioner of Mental Health shall make an annual report for the immediate preceding calendar year covering generally the work of his office. Copies of each such report shall be filed with the Board of County Legislators and County Executive. Such commissioner shall make such other reports at such times as may be required by the Board of County Legislators, County Executive, Mental Hygiene Law, and the New York State Department of Mental Hygiene or any other applicable law. Copies of such reports shall be filed with the Board of County Legislators and the County Executive.

Section 1203. Community Services Board. The County Executive shall appoint a community services board of fifteen (15) members, all of whom shall be residents of the County of Oneida, and the County Executive shall appoint annually and on or before the 15th day of January of each year, a chairman and vice-chairman who shall serve as such at the pleasure of the County Executive. Such board shall have the power to name a secretary from its membership. The composition of the board's membership shall be pursuant to the Mental Hygiene Laws of the State of New York.

All community services board appointments shall be approved by the Oneida County Board of Legislators.

The members of such board shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

Meetings of such board shall be held at the call of the chairman, the County Executive or the Commissioner of Mental Health on at least three days written notice, mailed to the last known address of such board members. Members of the community services board shall be appointed for a term of four (4) years. (, except that the members of the community services board in office on the effective date of the local law shall continue in office for the remainder of their terms.) The requirements of subdivision (d) of section 41.11 of the Mental Hygiene Law shall be implemented as vacancies on the board occur. Such board shall be advisory only to the County Executive and the commissioner and shall make recommendations and suggestions to the County Executive relative to the qualifications and appointment of the commissioner of the department of mental health and relative to the qualifications and duties of the deputy commissioners, if any, officers or employees of the department of mental health. The community services board shall recommend and suggest to the County Executive a program of community mental health services and facilities and rules and regulations concerning the rendition or operation of services and facilities in the community mental health program. The community services board shall also have the duties and functions provided in section 41.11 of the Mental Hygiene Law.

Section 1203 was amended by Local Law No. 2 of 1980 in reference to composition of Mental Health Advisory Board.

Section 1203 amended by Local Law No. 3 of 1981 changing name of Mental Health Advisory Board to the Community Services Board.

ARTICLE XIII

DEPARTMENT OF PLANNING

Section 1301. Department of Planning; Commissioner; Appointment

Section 1302. Planning Advisory Board

Section 1301. Department of Planning; Commissioner; Appointment. The county planning department shall be headed by a commissioner who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators. The commissioner so appointed shall serve at the pleasure of the County Executive and shall either (1) be a graduate of a recognized college or university with a degree in planning or a related professional field, or (2) have not less than five years administrative or consultant experience in the field of regional, county or municipal planning, or (3) have a satisfactory equivalent combination of training and experience.

The Planning Commissioner shall have and exercise all powers and duties of a county planning board heretofore or hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive, or by any applicable provision of any act of the legislature not inconsistent with the charter or code. The Planning Commissioner may contract to perform services in this field with any municipality or municipalities, subject to the approval of the Board of County Legislators and the County Executive.

On or before March 1st in each year, the Commissioner of Planning shall make an annual report for the immediately preceding year covering generally the work of this office. Copies of each such report shall be filed with the Board of County Legislators and County Executive. Such Commissioner shall make such other reports at such times as may be required by the Board of County Legislators, County Executive, or any other applicable law. Copies of such reports shall be filed with the Board of County Legislators and County Executive.

Section 1302. Planning Advisory Board.

(a) The County Executive (shall) may appoint a planning advisory board of eleven (11) members, all of whom shall be residents and owners of record of real property in the county, and shall appoint annually on or before the 15th day of January in each year a chairman and vice-chairman who shall serve as such at the pleasure of the County Executive. Such board shall have the power to name a secretary from its membership.

Meetings of such board shall be held at the call of the chairman, County Executive or Commissioner of Planning on three days' written notice mailed to the last known address of such board members. Members of the planning advisory board shall be appointed for a term of five (5) years, except that of those first appointed, two (2) shall be appointed for a one year term, two (2) for a two year term, two (2) for a three year term, two (2) for a four year term and three (3) for a five year term. Such board shall be advisory only to the Planning Commissioner in matters relating to comprehensive, metropolitan, regional, county and municipal planning.

(b) The County Executive, Chairman of the Board of County Legislators, majority and minority leaders of the Board of County Legislators, if any, and Commissioner of Public Works, shall be members ex-officio of such board but shall have no vote.

(c) The members of such board shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

The Department of Planning was established by Resolution No. 10 adopted by the Board of County Legislators on January 16, 1963.

ARTICLE XIV

DEPARTMENT OF PERSONNEL

(Section 1401.	Application of Article XIV; Oneida County Civil Service Commission Abolished)
Section 1401(2).	Department of Personnel; Commissioner; Appointment
Section 1402(3).	Powers and Duties
Section 1403(4).	Examinations; Eligibility Lists
Section 1404(5).	Administrative Unit; Information and Aid
Section 1405(6).	Personnel Roster
Section 1406(7).	Certification of Payrolls

(Section 1401. Application of Article XIV; Oneida County Civil Service Commission Abolished. The Oneida County Civil Service Commission shall be abolished effective January 1, 1963.)

Section 1401(2). Department of Personnel Commissioner; Appointment.

There shall be a department of personnel headed by a commissioner(,) who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators on the basis of his administrative experience and qualifications for the duties of the office, for a term of six (6) years as provided for in section 15b of the(the) Civil Service Law.

Section 1402(3). Powers and Duties.

(a) The Commissioner (of personnel) shall have, with reference to the civil service of the county, the powers and duties of a county personnel officer as provided by the Civil Service Law. The commissioner shall perform such other and related duties as shall be required or delegated to him by the County Executive or Board of County Legislators, not inconsistent with the Civil Service Law or any amendments thereto.

(b) On or before (February) March 1st of each year, the Commissioner (of personnel) shall make an annual report for the immediately preceding calendar year, covering generally the work of his office. Copies of each such report shall be filed with the Board of County Legislators and County Executive. Such Commissioner shall make such other reports at such times as may be required by the Board of County Legislators, County Executive, Civil Service Law, the New York State department of civil service, and the

New York State Civil Service Commission. Copies of such reports shall be filed with the Board of County Legislators and County Executive.

Section 1403(4). Examinations; Eligibility Lists. The Commissioner (of personnel) may request the New York State Civil Service Commission to render technical advice and assistance or its services in the preparation and rating of examinations and the establishment of eligibility lists for all positions under his jurisdiction.

Section 1404(5). Administrative Unit; Information and Aid. It shall be the duty of the head of each administrative unit of the county to furnish the Commissioner (of personnel) with such information and aid as such Commissioner may deem necessary in the performance of his duties.

Section 140(6)5. Personnel Roster. The Commissioner (of Personnel) shall establish and maintain a roster of all county officers and employees. Such roster shall show for each county officer and employee, the date of appointment or election, the title, or position, the rate of pay and rate changes, promotions, demotions, transfers, the time and cause of separation from county employment and any other information the Commissioner (of Personnel) considers necessary for the proper administration of his office.

Section 140(7)6. Certification of Payrolls. No payroll, estimate or account providing for the payment of wages or salaries shall be approved by the Commissioner of Finance or Comptroller unless it bears a certificate that the persons named therein have been employed, during the period specified, in their respective positions in accordance with law and rules made pursuant to law.

Section 1407. The commissioner may, when such positions are authorized by the Board of County Legislators and within the appropriations provided therefore, appoint such deputies as he may deem necessary for the performance of his civil service and human resources duties. Such deputies shall act for or on behalf of the commissioner and shall perform such duties as the commissioner may prescribe.

ARTICLE X V

DEPARTMENT OF LAW

Section 1501.	Department of Law; County Attorney; Appointment
Section 1502.	Powers and Duties
Section 1503.	(Deputy and) Assistant County Attorneys

Section 1501. Department of Law; County Attorney; Appointment. The department of law shall be headed by a County Attorney who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators. He shall be duly admitted to the practice of law in the State of New York and a resident of the County of Oneida. He shall serve at the pleasure of the County Executive.

Section 1502. Powers and Duties

(a) Except as otherwise provided in the charter or code, the County Attorney shall be the sole legal advisor for and represent the county and every agency and office thereof in the county matters of a civil nature; advise and represent all county officers and employees in relation to their official duties and, where in the interest of the county, prepare all necessary papers and written instruments in connection therewith; prosecute or defend all actions or proceedings of a civil nature brought by or against the county; when authorized by the County Executive or the Board of County Legislators, the County Attorney shall prosecute and defend all proceedings of a civil nature brought against the Board of County Legislators or any county officer or employee whose compensation is paid from county funds for any official act except as otherwise provided by the charter, code or any applicable act of the legislature, not inconsistent with the charter or code; on request prepare resolutions, ordinances, legalizing acts and local laws to be presented for action by the Board of County Legislators, together with notices and other items in connection therewith; and perform such other and related duties as may be prescribed by law not inconsistent with a charter or code, by the County Executive, or by ordinance or resolution of the Board of County Legislators.

Whenever the interests of the Board of County Legislators or the County Executive are inconsistent with the interests of any county officer or employee paid his compensation from the county funds, the County Attorney shall represent the interests of the Board of County Legislators and the (county) County Executive. In such case, the officer or employee may, at his own expense, employ an attorney-at-law.

(b) The County Attorney shall have all the powers and duties and shall be subject to all obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive or any applicable provision of any act of the legislature not inconsistent with the charter or code.

(c) The County Attorney may, within the limits of the appropriations provided therefor, employ special counsel, professional, technical, or other consultant services and incur such expenses in connection therewith as he may deem necessary for the performance of his duties.

(d) The County Attorney shall prepare annually a supplement if any, to the charter or code which shall indicate all additions to, repeals and amendments of the charter or code.

(e) On or before March 1st of each year, the County Attorney shall make an annual written report for the immediately preceding calendar year, covering generally the work of his office. Copies of such report shall be filed with the Board of County Legislators and County Executive.

Section 1503. (Deputy and)Assistant County Attorneys. The (deputy County Attorneys and) assistant c(C)ounty a(A)ttorneys appointed by the County Attorney pursuant to Section 1503 of Article 15 of the charter shall perform such duties pertaining to the office as may be directed by the County Attorney. Every appointment of an (deputy or) assistant c(C)ounty a(A)ttorney shall be in writing and filed with the department of records and copies thereof with the Board of County Legislators and the County Executive. Any such appointment may be revoked by the County Attorney at any time by filing a written revocation with the department of records and copies thereof with the Board of the County Legislators and the County Executive. If more than one (deputy or) assistant c(C)ounty a(A)ttorney shall be appointed, the County Attorney may designate in writing and file with the department of records, the County Executive and the Board of County Legislators the order in which such (deputies and/or)assistants may exercise the powers and duties of the County Attorney in the event of a vacancy or the absence or inability of such County Attorney to perform the duties of his office.

ARTICLE XVI

DEPARTMENT OF RECORDS

Section 1601.	Department of Records; County Clerk; Election
Section 1602.	Powers and Duties
Section 1603.	Deputy County Clerks
Section 1604.	Accounting for Fees
Section 1605.	Seal

Section 1601. Department of Records; County Clerk; Election. The department of records shall be headed by the County Clerk who shall be elected and whose term of office shall be as provided in Section 1601 of Article XVI and Section 2303 of Article XXIII of the charter.

Section 1602. Powers and Duties. The County Clerk shall have and exercise all the duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, code, local law, resolution or ordinance of the Board of County Legislators, order or direction of the County Executive, or any applicable provision of any act of the legislature not inconsistent with the charter or code.

On or before (February) March 1st of each year, the County Clerk shall make an annual written report for the immediately preceding calendar year covering generally the work of his office. Copies of each such report shall be filed with the Board of County Legislators and the County Executive.

Section 1603. Deputy County Clerks. The County Clerk may, within the appropriations provided therefor, appoint to serve at his pleasure such deputy County Clerks as he deems necessary for the conduct of his office. All such appointments or revocations thereof shall be in writing and filed in his office, and copies thereof filed with the Board of County Legislators and the County Executive. All such deputies shall be in the exempt class of the civil service. The County Clerk shall designate, in a writing filed in his office, copies of which shall be filed with the Board of County Legislators and the County Executive, the order in which such deputy County Clerks shall have and exercise the powers and duties of the County Clerk during the temporary absence or inability of the County Clerk to act. The deputy as designated in such writing shall in case of a vacancy in the office of the County Clerk perform the duties of the County Clerk until a

successor is elected or appointed and has qualified. The deputy County Clerks shall perform such duties as may be assigned by the County Clerk, and during the temporary absence or inability of the County Clerk, have and exercise all of the powers and duties of the office.

Section 1604. Accounting for Fees. All monies to which the county may be entitled under and by virtue of the laws of the State of New York, or which the County Clerk may receive for all and any official services by him, or by any of his deputies, assistants, clerks, employees or subordinates, shall apply to and be for the benefit of the county and shall be collected by such clerk, accounted for and paid over within five days after the first day of each and every month to the Commissioner of Finance. Said County Clerk shall make a full and true statement for each calendar month of all monies received each day by him, his deputies, officers or employees in his or their official capacity and shall transmit and deliver such statements to the Commissioner of Finance and the Comptroller within five days after the expiration of such month. Each statement shall have attached thereto a certification by said County Clerk to the effect that the same is in all respects a full and true statement of all monies received by him as herein required. At the time of rendering any such statement, such clerk shall pay to the Commissioner of Finance for the benefit of said county all monies received by him during the preceding month. Other funds or fees received or collected by the County Clerk shall be collected, paid over, deposited and reported as above provided, except where otherwise specifically prescribed by statute.

Section 1605. Seal of the Department of Records.

(a) The seal of the County of Oneida shall be the seal of the department of records and shall be in the custody of the County Clerk.

(b) The County Clerk shall affix or imprint such seal upon any and all instruments requiring the same.



Section 1603 was amended by Local Law No. 2 of 1967 by addition of the last sentence to this section.

ARTICLE XVII

DISTRICT ATTORNEY

Section 1701.	Election
Section 1702.	Powers and Duties
Section 1703.	Assistant District Attorneys and Confidential Criminal Investigators

Section 1701. Election. The qualifications, election and term of office of the District Attorney shall be as provided in Section 1701 of Article XVII and Section 2303(1) of Article XXIII of the charter.

Section 1702. Powers and Duties.

(a) The District Attorney shall have and exercise all the powers and duties and shall be subject to all the obligations and liabilities, heretofore or hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive, or any applicable provision of any act of the legislature not inconsistent with the charter or code.

(b) The District Attorney shall make an annual report at the close of each fiscal year, and shall submit such report in writing not later than the first day of (February) March to the Board of County Legislators and County Executive covering generally the work of his office.

Section 1703. Assistant District Attorneys and Confidential Criminal Investigators. Within the appropriations provided therefor, the District Attorney may appoint such number of assistant district attorneys and confidential criminal investigators as shall be determined and fixed by resolution of the Board of County Legislators. Every such appointment shall be in writing and filed with the department of records, and copies thereof with the Board of County Legislators and the County Executive. Any such appointment may be revoked by the District Attorney at any time by filing a written revocation with the department of records, and copies thereof filed with the Board of County Legislators and the County Executive. All such assistants so appointed shall receive such salary as shall be determined and fixed by the Board of County Legislators. The District Attorney may designate, in a writing(,) filed with the department of records, the order in which such assistants shall exercise the powers and duties of the office in the event of the absence or temporary inability of such District Attorney to perform the duties of his office. Such designation may be revoked or changed by the District Attorney in

writing filed with the department of records, Board of County Legislators and County Executive.

The assistant district attorney or assistant district attorneys as designated in such writing shall, in case of vacancy in the office of District Attorney, perform the duties of the District Attorney until a successor is elected or appointed and has qualified.

All such Assistant District Attorneys shall be duly admitted to the practice of law in the State of New York and residents of the County of Oneida or any adjoining county. Due to the confidential relationship between the District Attorneys and Confidential Criminal Investigators, the latter shall be in the exempt class of the civil service, and shall serve at the pleasure of the District Attorney.

Section 1703, paragraph 3, was amended by Local Law No 4 of 1991 by the addition of "or any adjoining county" after the words of "residents of the County of Oneida", to provide and describe certain procedures and qualifications for the appointment of Assistant District Attorneys and Confidential Criminal Investigators to the staff of the District Attorney.

ARTICLE XVIII

OFFICE OF THE SHERIFF

Section 1801.	Sheriff, Election
Section 1802.	Powers and Duties
Section 1803.	Appointment of Undersheriff and Staff
Section 1804.	Emergency Provisions
Section 1805.	Disbursements
Section 1806.	Accounting for Fees
Section 1807.	(Jail) <u>Correctional</u> and Criminal Justice Advisory Board

Section 1801. Sheriff; Election. The election and term of office of the Sheriff shall be as provided in Section 1801 of Article XVIII and Section 2303 of Article XXIII of the charter.

Section 1802. Powers and Duties.

(a) The Sheriff shall have all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive, constitution, or any applicable provision of any act of the legislature not inconsistent with the charter or code.

(b) The Sheriff shall make an annual report at the close of each fiscal year, and shall submit such report in writing not later than the first day of March to the Board of County Legislators and County Executive, covering generally the work of his office and including a financial report of all monies received during the preceding fiscal year.

Section 1803. Appointment of an Undersheriff and Staff.

(a) The Sheriff shall appoint an Undersheriff and secretary. Such Undersheriff and secretary shall serve at the pleasure of the Sheriff and (shall attend upon the terms and sittings of all courts of record in the county as the Sheriff shall direct) perform such other duties as the Sheriff may direct. The Sheriff shall, however, fill all positions which are classified under Civil Service Law according to the Civil Service Law.

(b) The Undersheriff shall execute the powers and duties of the office in the absence or inability of the Sheriff to act. In the event a vacancy occurs in the office of the Sheriff,

the Undersheriff shall execute the said powers and duties until a new Sheriff has been elected or appointed and has qualified.

(c) There shall be appointed, within the appropriation provided therefor, jailers, matrons and such other officers and employees as may be necessary to operate the county jail facilities. The matron shall have sole charge of the female prisoners and of that portion of the jail facilities in which the female prisoners are detained subject to the direction of the Sheriff or jailer. A matron shall be in attendance at all times when females are confined in the jail facilities.

(d) The Sheriff may deputize by written instrument any person to perform specified functions of his office.

(e) Each appointment or revocation thereof made pursuant to this article shall be in writing and filed with the department of records and copies thereof shall be filed with the Board of County Legislators and County Executive.

(f) Before the appointment of any person other than a person temporarily deputized to perform a particular specified act by the Sheriff, such person shall be fingerprinted by the Sheriff and the Sheriff shall cause such fingerprints to be compared with the fingerprints filed with the division of criminal identification of the State Department of Correction and the Federal Bureau of Investigation.

(g) The Sheriff may, within the limits of the appropriations provided therefor, employ such number of part time deputies, who shall be paid such compensation as the Board of County Legislators may determine. Such deputies shall be appointed by the Sheriff for a period of time not to exceed 60 days and they shall have only those powers and duties authorized by the Sheriff.

(h) The Sheriff may in his discretion deputize the peace officers of the cities, towns and villages within the county and agents of societies incorporated for the purpose of prevention of cruelty to children or animals, for the purpose of authorizing arrest without a warrant outside the territorial limits of such city, town or village when such crime or infraction was committed within such territorial limits in the presence of such peace officer or agent. Such person so deputized shall be deemed to be an agent of the Sheriff.

(i) Any act or omission of any employee of the county in the office of the Sheriff, done or made in the performance of an official duty or for the performance of which the county is paid or receives compensation or fee, shall be the act or omission of the county and the damages, if any, resulting therefrom shall be deemed the liability of the county.

- (j) (Nothing contained in this section shall make the county responsible for the acts of the Sheriff thereof, nor relieve said Sheriff from any liability to which he is lawfully subject.)

Section 1804. Emergency Provisions.

(a) For the protection of human life and property during an emergency, the Sheriff may temporarily deputize orally or in writing, such number of additional deputies as he deems necessary. If he is unable to continue the services of such special deputies without compensation, the Sheriff may pay the compensation of any such special deputies in such amount as the Board of County Legislators may determine for each day that such special deputy is actually engaged in assisting the Sheriff in the performance of his duties. If the Board of County Legislators shall fail to fix the compensation of such special deputies, the Sheriff may, subject to the approval of the County Executive, fix such compensation at a rate not exceeding ten dollars per day for each such special deputy. The compensation and expenses of any special deputy so appointed shall be audited and paid as a county charge.

(b) If, in the protection of human life and property, the Sheriff shall deem it necessary to hire any equipment or apparatus together with the operator thereof, he may, subject to the approval of the County Executive, hire the same during the period of an emergency or catastrophe at a reasonable charge therefor. The same shall be audited and paid as a county charge.

(c) The Board of County Legislators shall have the power to appropriate and set aside a fund for the purpose of paying in advance of audit expenditures of the Sheriff in an emergency or catastrophe for services and expenses of temporary special deputies and for the hiring of equipment and apparatus and the operators thereof. The County Executive may authorize the Sheriff to issue (orders on the Commissioner of Finance) vouchers and purchase orders to the Comptroller for the payment thereof. The County Executive may further direct the rendering by the Sheriff to the Comptroller and Commissioner of Finance, of an accounting of such expenditures with verified or certified vouchers attached. The claimant and the Sheriff shall be jointly and severally liable for any items of expenditure for other than a lawful purpose and disallowed upon a final audit. Such expenditure so disallowed shall be recovered in an action brought in the name of the county.

Section 1805. Disbursements. Whenever the Sheriff is required by law to transport a prisoner or any other person and the cost of such travel and transportation is made a county charge by law, the Sheriff or person deputized by him shall, within the appropriation provided therefor, be entitled to his necessary and actual disbursements incurred for travel, lodging and food.

(Section 1806. **Board and Lodging for Jurors.** Whenever it shall be necessary to keep together the members of a jury, during their deliberations, the court may direct the Sheriff to furnish specified meals and/or lodging to such jury. The claim for expenses thereof shall be presented to the Commissioner of Finance. Such claims must bear the approval of the Sheriff, Undersheriff or other person designated by the Sheriff to approve the same and the judge, court or clerk of the court for which the said jury served and shall be audited and paid as a county charge.)

Section 1806(7). Accounting for Fees. All monies to which the county may be entitled under and by virtue of the laws of the State of New York, or which the Sheriff may receive for official services by him, or by the Undersheriff, or by any of his deputies, assistants, clerks, employees or subordinates, shall apply to and be for the benefit of the county and shall be collected by such Sheriff, accounted for and paid over to the Commissioner of Finance within five (5) days after the expiration of each month. Each such statement shall have attached thereto a certification by said Sheriff to the effect that the same is in all respects a full and true statement of all such monies received by him for the preceding month. At the time of rendering any such statement, such Sheriff shall pay to the Commissioner of Finance for the benefit of said county all monies received by him during the last preceding month. Other funds or fees received or collected by the Sheriff shall be collected, paid over, deposited and reported as above provided, except where otherwise specifically provided by statute.

Section 1807(8). (Jail)Correctional and Criminal Justice System Advisory Board.

(a) The County Executive shall appoint a (jail)correctional and criminal justice system advisory board, subject to confirmation of the Board of Legislators, consisting of fifteen members, all of whom shall be residents of Oneida County. The County Executive shall appoint annually, on or before the 15th day of January each year, a chairman and vice-chairman of the advisory board. Said board will have the power to name a secretary from its membership.

Meetings of said advisory board shall be held at the call of the advisory board chairman or the County Executive on at least three days' written notice mailed to the last known address of said advisory board members.

(b) The composition of the (jail)correctional and criminal justice system advisory board shall be as follows: one representative of the Oneida County court system, the Oneida County District Attorney or his designee, the Oneida County Public Defender or his designee, the Director of Oneida County Probation Department or his designee, the Oneida County Sheriff or his designee, two representatives of the education community, versed in law-related subjects, one representative of the Oneida County Bar Association,

one representative of the news media, and six citizens not affiliated with the criminal justice system.

(c) Members of the (jail) correctional and criminal justice system advisory board shall be appointed for a term of four years (except that of those first appointed, three shall be appointed for a one year term, four shall be appointed for a two year term, four shall be appointed for a three year term, and four shall be appointed for a four year term).

(d) The purpose of said advisory board is to monitor the operations of the Oneida County (jail) Correctional Facility and the county-financed criminal justice defense system for the purpose of developing recommendations that would result in the most efficient operation of the jail and criminal justice system in Oneida County.

(e) The members of said advisory board shall receive no salary or compensation for their services but shall, within appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

Section 1803 was amended by Local Law No. 2 of 1970, Local Law No. 4 of 1971 and Local Law No. 1 of 1973 to provide civil service status for certain employees.

Section 1807 was added by enactment of Local Law No. 4 of 1982.

ARTICLE XIX

MEDICAL EXAMINER

Section 1901.	Application of Article XIX
Section 1902.	Medical Examiner; Appointment
Section 1903.	Powers and Duties
Section 1904.	Procedure for Investigating Deaths

Section 1901. Application of Article XIX. The Board of County Legislators shall have the power by local law, to abolish the offices of coroners and create the office of (appointive)appointed medical examiner. Such local law shall not be subject to mandatory referendum, but must be adopted and filed in the office of the Secretary of State of New York at least 150 days prior to any general election. The terms of all coroners elected or appointed and holding office in the county at the time such local law is adopted and filed as hereinbefore provided, shall expire on December 31st following the adoption of such local law, (and) at the general election to be held in such year and thereafter no coroner shall be elected and Article XIX of the charter and applicable provisions of the code shall become and be effective on and after January 1, next succeeding such general election.

Section 1902. Medical Examiner; Appointment. There shall be a medical examiner who shall be appointed by the County Executive, subject to confirmation by the Board of County Legislators. He shall serve at the pleasure of the County Executive and be a physician duly licensed to practice in the State of New York. He shall be qualified to perform an autopsy (and dissect dead bodies of human beings) and shall have adequate knowledge of forensic medicine. The County Executive may require that the medical examiner possess such other medical skills and training to qualify him to act as (1) head of any laboratory operated by a county or part-county health district and/or (2) a physician on the staff of a county hospital and/or infirmary.

Section 1903. Powers and Duties.

(a) The medical examiner shall have all the powers and duties and shall be subject to all the obligations and liabilities heretofore or hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive or any applicable provision of any act of the legislature not inconsistent with the charter or code. Such powers, duties, obligations and liabilities shall include but shall not be limited to any power, duty, obligation or liability

granted or imposed upon a medical examiner by the county law or any other applicable law, not inconsistent with the charter or code.

(b) The medical examiner shall investigate deaths when such investigation is required pursuant to Section 1904 of this article.

(c) The medical examiner shall, when directed by the County Executive, subject to the approval of the Board of County Legislators, act as (1) the head of any laboratory operated by such county or part-county health district created pursuant to Article XI of the charter, and/or (2) a physician on the staff of a county hospital and/or infirmary.

(d) The medical examiner shall be the keeper of the morgue, if any, and appoint and have charge of the morgue staff.

(e) The medical examiner may, when such positions are authorized by the Board of County Legislators and within the appropriations provided therefor, appoint such deputy medical examiners and other professional and non-professional assistants and employees as may be required in the performance of the duties of the office. Any such deputy medical examiner or other person authorized by the medical examiner to perform autopsies shall be a physician duly licensed to practice in the State of New York and qualified to perform an autopsy (and dissect dead bodies of human beings) and shall have adequate knowledge of forensic medicine. Such authorization shall be in writing and shall be filed with department of records and copies thereof filed with the Board of County Legislators and the County Executive.

(f) The medical examiner shall make an annual report at the close of each fiscal year and shall submit such report in writing not later than the first day of (February)March to the Board of County Legislators, County Executive and the District Attorney, covering generally the work of his office. The medical examiner shall make such other reports at such times as may be required by the code or any other applicable law.

Section 1904. Procedure for Investigating Deaths.

(a) Whenever in the county any person shall die from criminal violence or criminal neglect or by suicide or in any suspicious and unusual manner, any officer or person having knowledge of such a death shall immediately notify the office of the medical examiner and immediately upon receipt of such notification, the medical examiner or a deputy medical examiner shall go to the dead body and take charge of the same. Such examiner shall fully investigate the facts concerning the circumstances of the death.

(b) Such examiner shall take possession of any money or other property which may be found upon the body and deliver the same to the property clerk of the Sheriff's department or other police agency having jurisdiction. Such money and property shall be retained until such time as the said property clerk, Sheriff or head of the police agency having jurisdiction deem such money or other property no longer useful in establishing the cause of death or in solving a crime, whereupon such money or other property shall be released to the Commissioner of Finance. Nothing herein shall prevent the release of such money or other property at any time pursuant to the order of any court having jurisdiction in the premises.

(c) If in the opinion of such medical examiner an autopsy is necessary, the same shall be performed by the medical examiner, a deputy medical examiner or other person authorized by the medical examiner to perform autopsies. A detailed description of the findings, written during the process of such autopsy, and the conclusions drawn therefrom shall be filed in the office of the medical examiner. If when the duties of the medical examiner with regard to the body are completed and the body remains unclaimed, the medical examiner shall have authority to make an order for the disposition thereof as a county charge.

(d) The medical examiner shall keep full and complete records, properly indexed, stating the name, if known, of every person whose body is examined, the place where the body was found, and the date of death, and attach thereto the original report of the medical examiner and detailed findings of the autopsy, if any. The medical examiner shall deliver to the District Attorney copies of all records relating to every such death with thirty days after the occurrence of such death.

ARTICLE XX

OTHER COUNTY BOARDS, OFFICES INSTITUTIONS AND FUNCTIONS

Section 2001.	Board of Elections
(Section 2002.	Probation Office; Director) this section moves to Article XXVIII
(Section 2003.	County Hospitals; Superintendents; Advisory Boards)
Section 2002(4).	Other Boards; How Appointed
Section 2003(5).	Additional Appointments by County Executive
Section 2004(6).	Miscellaneous Administrative Functions

Section 2001. Board of Elections. The board of elections shall have and exercise all the powers and duties conferred or imposed upon it by the New York State Election Law or any other applicable law. The appointment of the (members)commissioners and employees of such board shall be as provided by the Election Law. All purchases and contracts for all primary or election supplies and services necessary for the operation of its office and the performance of its duties shall be made pursuant to law.

(**Section 2002. Probation Office; Director.** There shall be an office of probation headed by a probation director, who shall be appointed in the manner provided by Section 938-b of the Code of Criminal Procedure of the State of New York. The Director of Probation shall have and exercise all the powers and duties now or hereafter conferred or imposed upon him by the charter, code, order or direction of the County Executive, by Section 938-b of the Code of Criminal Procedure as head of a county probation department, and by any other applicable section thereof or by any other applicable law not inconsistent with the charter or code.) Now Article XXVIII of the Oneida County Charter and Code.

(**Section 2003. County Hospitals; Superintendents; Advisory Boards.** The County Executive shall appoint a county hospital superintendent for each of the county hospitals at Rome and Broadacres, who shall each possess the qualifications required by Section 2003 of Article XX of the charter. The County Executive may, prior to the making of the appointment of each of the county hospital superintendents, request the hospital advisory board to make, and such board on its own initiative may make recommendations relative to the qualifications and appointment of each of the county hospital superintendents. Without being limited in his appointive power, the County Executive shall give particular consideration to the applicants' experience in medicine, medical education and in the field of hospital administration. Each of the superintendents shall have and exercise all the powers and duties heretofore and hereafter conferred or

imposed upon each such superintendent by the charter, code, local law, order or direction of the County Executive and/or Board of County Legislators and any applicable act of the legislature not inconsistent with the charter or code. Such powers and duties shall include but shall not be limited to any power or duty conferred or imposed upon a hospital board of managers and a hospital superintendent by the General Municipal Law or other applicable law when not inconsistent with the charter or code.)

(The County Executive may appoint a hospital advisory board of nine (9) members for each of such hospitals, subject to confirmation by the Board of County Legislators. At least two (2) members of each board shall be physicians duly licensed to practice in the State of New York. Such boards shall have and exercise the powers and duties conferred or imposed on them by the charter or code and such other powers and duties as the County Executive and Board of County Legislators may direct. The County Executive shall appoint annually, on or before January 15th, in each year, a chairman and vice-chairman of each hospital advisory board and each such advisory board shall elect annually a secretary from among its members. Meetings of each such hospital advisory board shall be public. Such meetings shall be held at the call of each of the hospital superintendents, the County Executive or the chairman of each such board on at least three (3) days' written notice mailed to the last known address of such board members. Members of each such hospital advisory board shall be appointed for five (5) years staggered terms and be subject to confirmation by the Board of County Legislators. Vacancies in the membership of each such board occurring otherwise than by expiration of term, shall be filled by appointment of the County Executive, subject to confirmation by the Board of County Legislators for the unexpired term of the vacancy.)

(The members of each such board shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.)

Section 2002. Other Boards; How Appointed. The terms of office and duties of the members of the board of trustees of the Mohawk Valley Community College, the alcoholic beverage control board, and the fire advisory board, shall continue as provided by law except that the power of appointment residing in the Board of County Legislators or in the chairman thereof of one or more members of each of said boards is transferred to and shall be exercised (on and after January 1, 1963,) by the County Executive, subject to confirmation by the Board of County Legislators. The appointment of any head, board or agency in relation to a county sewer, water, drainage or watershed protection district, if any, or to any other county district or agency shall be by the County Executive, subject to confirmation by the Board of County Legislators.

Except as otherwise provided in the charter or code, other appointments to boards and like units shall be made by the County Executive, subject to confirmation by the Board of County Legislators. (t)The director of workmen's compensation, however, shall

continue to be appointed as now provided by l(L)ocal l(L)aw and the laws of the State of New York applicable thereto.

Section 2003(5). Additional Appointments by County Executive. Subject to confirmation by the Board of County Legislators and except as otherwise provided in the charter or code, the County Executive shall appoint the head of any other or additional administrative unit of the county, including among others but not limited to, (heads of civil defense) director of emergency management, director of veterans service, fire coordinators, county historian, (animal disease control and eradication, meat inspection service, veteran's headstone inspector, dog warden,) all of whom shall be residents of the County of Oneida and serve at the pleasure of the County Executive subject to confirmation by the Board of Legislators. The Board of County Legislators, as provided in the charter or code, may continue, consolidate or abolish any of the above units and upon written recommendation of the County Executive (may be given) grant them departmental status by resolution by the Board of County Legislators.

- (a) The emergency management office shall be headed by a director who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators on the basis of his administrative experience and his qualifications for the duties of his office. He shall have and exercise all the powers and duties heretofore and hereafter lawfully conferred or imposed upon him by the charter, code, ordinance and resolutions of the Board of County Legislators, order or direction of the County Executive, by local law, by the New York State Defense Emergency act being chapter 784 of the laws of 1951, as amended, and by any other applicable law not inconsistent with the charter or code.
- (b) The county veteran's service office shall be headed by a veterans' service officer who shall be appointed by the County Executive subject to confirmation by the Board of County Legislators on the basis of his administrative experience and qualifications for the duties of his office. He shall have the duties imposed upon him by the charter, code, order or direction of the County Executive, local law, ordinance and resolution of the Board of County Legislators, by Section (225a)800 of the County Law, and by any other applicable law not inconsistent with the charter or code.

Section 2004(6). Miscellaneous Administrative Functions. Administrative functions not otherwise assigned by the charter or code shall be assigned by the County Executive to an administrative unit. All other agencies, officers and employees thereof shall be appointed and possess all the powers and duties pursuant to applicable law except as the same shall be inconsistent with the charter, code or local law.

Section 2002(4) was amended by enactment of Local Law No. 2 of 1968 which changed the name of the Mohawk Valley Technical Institute to the Mohawk Valley Community College.

Section 2003(5) is amended by Local Law No. 1 of 1985 by deleting in subdivision (a) the phrase "The office of Civil Defense", and adding the phrase "The emergency management office".

ARTICLE XXI

SERVICE RELATIONSHIPS

- Section 2101. Local Government Function, Facility and Power not Transferred, Altered or Impaired
- Section 2102. Contracts with Public Corporations and Public Authorities

Section 2101. Local Government Functions, Facility and Power not Transferred, Altered or Impaired. No function, facility, duty or power of any city, town, village, school district or other district or of any officer thereof is transferred, altered or impaired by this code.

Section 2102. Contract with Public Corporations and Public Authorities.

- (1) Definitions. As used herein for the purpose of this article:
- (a) A “public corporation” includes a municipal corporation, a district corporation and a public benefit corporation
 - (b) A “municipal corporation” includes a county, city, town, village and school district
 - (c) A “district corporation” includes any territorial division of the state other than a municipal corporation heretofore or hereafter established by law which possesses the power to contract indebtedness and levy taxes or benefit assessments upon real estate or to require the levy of such taxes or assessments, whether or not such territorial division is expressly declared to be a body corporate and politic by statute creating or authorizing the creation of such territorial division
 - (d) A “public benefit corporation” is a corporation organized to construct or operate a public improvement wholly or partly within the state, the profits from which inure to the benefit of this or other states, or to the people thereof

(2) Contracts with public corporations and public authorities. The County of Oneida shall have the power to contract with any public corporation or with any public authority or with any combination of the same for the establishment, maintenance and operation of any facility, and the rendering of any service which each of the contracting parties would have legal authority to establish, maintain, operate or render for itself. The costs and expenses incurred as well as charges for central facilities and administrative services relating thereto shall be borne proportionately by each such contracting party as agreed upon.

ARTICLE XXII

GENERAL PROVISIONS

Section 2201.	Administrative and Advisory Boards
Section 2202.	Approval of Contracts
Section 2203.	Civil Service Rights Continued; Status of Certain County Officers Previously Appointed; Removal of Certain County Officers Hereafter Appointed
Section 2204.	Classified Service, Exemptions
Section 2205.	Filling Vacancy in Elective Office of County Executive
Section 2206.	Filling Vacancy in Elective Office of Comptroller, County Clerk, District Attorney, Sheriff and Coroner
Section 2207.	Filling Other Vacancies
Section 2208.	Power to Administer Oaths and Issue Subpoenas
Section 2209.	Surety Bond
(Section 2210.	Reports)
Section 2210(1).	Conflicts of Interest

Section 2201. Administrative and Advisory Boards.

(a) That the board of trustees of the Mohawk Valley Community College shall have such powers and only such powers as those specified in the Education Law of the State of New York.

(b) Except as otherwise provided in the charter or code, every other board, the members of which are appointed, shall be an advisory board. The members thereof shall be appointed for such terms as are or may be provided in the charter or code. Wherever provision is made in the charter or code for the appointment of an advisory board, the members so appointed, unless otherwise provided, shall serve at the pleasure of the appointing authority.

Section 2202. Approval of Contracts. Except as otherwise provided in the charter or code, every contract to which the county is a party shall require approval by the Board of County Legislators, if said contract is for (a) the sale or purchase or lease of real property; ((b) the erection, [alteration] or demolition of a building or other structure;) (b)

(c)the providing of facilities or the rendering of services by, for or with any other public corporation;(c) the lease of equipment, professional service contracts and personal service contracts in excess of fifty thousand dollars. All such contracts shall be executed by the County Executive. No contract shall be executed by the County Executive until the same has been approved as to form by the County Attorney. Copies of such contract when executed shall be filed with (the Commissioner of Finance), the Comptroller, the relevant department and the (Board of County Legislators when approval of said board is required for such contract.)Law Department.

Section 2203. Civil Service Rights Continued; Status of Certain County Officers Previously Appointed; Removal of Certain County Officers Hereafter Appointed.

The civil service status and rights of all county employees and their beneficiaries, including but not limited to those with respect to retirement and social security, shall not be affected by the charter or code. (Except as otherwise provided by the charter or code, the terms of all county officers whose appointment under the charter is vested in the County Executive shall terminate on December 31, 1962, provided that any officer, unless removed, shall continue to serve until his successor is appointed and has qualified or until an interim appointment is made.) Any county officer appointed by the County Executive for a definite term whose appointment is subject to confirmation by the Board of County Legislators may be removed by the County Executive prior to the end of such term, after receipt of written notice from the County Executive. A copy of such notice shall be filed in the office of the clerk of the Board of County Legislators. Such county officer by written request filed with the clerk shall be given an opportunity to be heard by a board of review consisting of five members of the Board of County Legislators appointed by the chairman thereof, of whom not more than three members shall be members of the same political party. Upon such hearing, removal shall be effected only by a majority vote of such board of review.

Section 2204. Classified Service, Exemptions. All positions in all departments, offices, institutions, and agencies of the county, shall be in the classified service, except those held by the following: (1) elective officers; (2) heads of departments; ((3) members of all boards, commissions and committees ;) (3) the medical examiner; (4)(5) the commissioner of jurors; (5)(6) all officers and employees of the Board of County Legislators; (6)(7) all members, officers and employees of the board of elections; ((8) all persons employed in the public service as superintendents, principals, teachers or by any title whatsoever whose principal functions are teaching or the supervision of teaching in the pubic school, academy, college or university;) (8)(9) all other persons as specifically prescribed by statute. For the purpose of this section, the heads of the divisions within the executive branch, including but not limited to budget, purchase, central services, research, traffic safety, (and recreation) youth bureau and related programs shall be deemed to be the heads of departments. The following positions in the classified service shall be included in the exempt class: (1) deputies who are authorized to act generally for and on behalf of their principals; (2) the confidential secretary to any officer or department head; (3) (calendar clerk,) personnel officer; (4) assistant d(D)istrict a(A)ttorneys and confidential criminal investigators; (5) (deputy and)

assistant c(C)ounty a(A)ttorneys; ((6) contractors engaged to perform specific services and their employees; and) (6)(7) all other persons as specifically provided by statute.

Notwithstanding any other provision of this code or charter, wherever the appointment of a deputy is authorized, such deputy is hereby authorized to act generally for and in place of his principal and the same shall be deemed to be in the exempt class of the classified service of civil service.

Section 2205. Filling Vacancy in Elective Office of County Executive. A vacancy, otherwise than by expiration of term in the office of County Executive, shall be filled by appointment by the Board of County Legislators of a qualified elector of the county, having the same political affiliation as the person last elected to such office. The person so appointed shall hold office by virtue of such appointment until the commencement of the political year next succeeding the first annual election after the happening of the vacancy, at which election a County Executive shall be elected for the balance of the unexpired term, if any.

Section 2206. Filling Vacancy in Elective Office of Comptroller, County Clerk, District Attorney, Sheriff and Coroner. A vacancy, otherwise than by expiration of term in any elective county office, including but not limited to the office of Comptroller, (County Clerk,) (District Attorney, Sheriff and) county legislator and coroner, shall be filled by appointment by the County Executive, subject to confirmation by the Board of County Legislators, of a qualified elector of the county, having the same political affiliation as the person last elected to such office. The person so appointed shall hold office by virtue of such appointment until the commencement of the political year next succeeding the first annual election after the happening of the vacancy, at which election, a c(C)omptroller, county legislator (County Clerk, District Attorney, Sheriff) or c(C)oroner, as the case may be, shall be elected for the balance of the term, if any.

Vacancies in the offices of the county clerk, sheriff and district attorney shall be filled in accordance with section 400 of County Law.

Section 2207. Filling Other Vacancies. Except as otherwise provided in the charter or code, a vacancy in the office of the head of any administrative unit, the head of which by virtue of the charter the County Executive shall have the power to appoint or remove, shall be filled by a person who shall be appointed on the basis of his administrative experience and his qualifications for the duties of such office by the County Executive, subject to confirmation by the Board of County Legislators where provided. Except as otherwise provided in the charter or code, (the head of any administrative unit) the County Executive shall have the power to fill vacancies occurring within such administrative unit upon the recommendation of the department head and pursuant to the Civil Service Law.

Section 2208. Power to Administer Oaths and Issue Subpoenas. The Chairman of the Board of County Legislators, the County Executive, the Comptroller and such other county officers as may be authorized by the charter, code or other applicable law shall have the power to subpoena and compel the attendance of witnesses and the production of books, records and papers as the same may be pertinent to their respective offices. Any county officer authorized to hold a hearing or conduct an investigation shall have the power to administer oaths or affirmations, subpoena witnesses and compel attendance of witnesses in connection therewith.

Section 2209. Surety Bonds. The Board of County Legislators shall have the power to require and direct the giving of a surety bond conditioned on the faithful performance of any county officer or employee paid from county funds. The Board of County Legislators shall fix the amount of all such bonds required by law or by resolution of the Board of County Legislators. Such bonds shall be approved as to sufficiency of surety, by the County Executive and as to form by the County Attorney.

(**Section 2210. Reports.** Except as specifically provided in the charter or code, a copy of all reports filed by any officer or administrative unit of the county with any state or federal department or agency shall also be filed with the Board of County Legislators.)

Section 2210. Conflicts of Interest. In regards to conflicts of interest, (Article 18 of the General Municipal Law of the State of New York, as amended, and the other applicable statutes of the State of New York as they are amended from time to time,) Local Law No. 1 of 1991, the "Oneida County Ethics Law" shall apply to the County of Oneida.

Section 2210(1) was deleted and a new Section 2210 (2211) inserted by enactment of Local Law No. 6 of 1967.

ARTICLE X X I I I

APPLICATION OF CODE

Section 2301.	Adoption of Code; When Effective
Section 2302.	Amendment of Code
Section 2303.	Terms of Certain Elective County Officers
Section 2304.	Continuity of Authority, Completion of Unfinished Business
Section 2305.	Separability
Section 2306.	Code to be Liberally Construed

Section 2301. Adoption of Code; When Effective. This code shall become effective on and after January 1, 1963. (The Comptroller shall be first elected at the general election in 1964 and the person then elected shall, upon qualifying, take office on January 1, 1965 for a three year term and every Comptroller elected thereafter shall have a term of four years. Pending election and qualifying for office, the incumbent county Comptroller, County Clerk, District Attorney and Sheriff shall have the powers and perform the duties prescribed in the charter and code for the elective office of Comptroller, County Clerk, District Attorney and Sheriff respectively.)

Section 2302. Amendment of Code. This code may be repealed or amended in whole or part in the manner provided by law. Except as otherwise provided by the charter or code, any local law which would create or abolish an elective county office, change an elective office to appointive or an appointive office to elective or changes the powers of an elective county officer shall be subject to mandatory referendum. (No local law which would abolish or change an administrative unit prescribed in the charter or code or the power of an appointive county officer in the executive branch shall be enacted before January 1, 1963.)

Section 2303. Terms of Certain Elective County Officers. The terms of office for the County Executive, Comptroller, County Clerk, District Attorney and Sheriff shall be four (4) years except as otherwise provided in the charter or code. The terms of office for county legislators shall be for two (2) years.

Section 2304. Continuity of Authority; Completion of Unfinished Business. The performance of functions pursuant to the provisions of the charter or code shall be deemed and held to constitute a continuation thereof for the purpose of succession to all rights, powers, duties and obligations attached to such functions. Any proceedings, action or rights of action or other business undertaken or commenced prior to the

effective date of this code may be conducted and completed by the county officer or administrative unit responsible therefor under the charter or code.

The code shall not be deemed to invalidate any obligations heretofore issued by the County of Oneida or by any of its commissions, boards or agencies and such obligations shall be and remain binding obligations of the county. In the event any obligation shall have been issued in anticipation of the issuance of bonds by the county or by any of its commissions, boards or agencies, the county is hereby empowered to issue such bonds as legal and binding obligations of the county.

For the purpose of this section, a public authority shall not be deemed a county commission, board or agency.

Section 2305. Separability. If any clause, sentence, paragraph, section or article of this code shall be adjudged by any court of competent jurisdiction to be invalid, such adjudication shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or article thereof directly involved in the proceeding in which such adjudication shall have been rendered.

Section 2306. Code to be Liberally Construed. This code shall be liberally construed to effectuate its objectives and purposes.

ARTICLE XXIV

PUBLIC DEFENDER

Section 2401.	Establishment of Office; Appointments
Section 2402.	Powers and Duties
Section 2403.	Assistant Public Defenders and Confidential Investigators
Section 2404.	Advisory Committee

Section 2401. Establishment of Office; Appointments. There shall be a Public Defender's office (with two divisions of the same designated as Public Defender – Criminal Division and Public Defender – Civil Division.) and t(T)he County Executive shall appoint a Public Defender and (to administer each division, such appointments) such appointment (to) shall be subject to the confirmation of the Board of County Legislators. The(Such) Public Defender(s) shall serve at the pleasure of the County Executive and shall be duly admitted to the practice of law in the State of New York. The Public Defender(s) shall be a resident(s) of the County of Oneida and shall devote his(their) entire time to the duties of his(their) office and shall not engage in any other practice of law.

Section 2402. Powers and Duties.

(a) The Public Defender (– Criminal Division,) shall represent, without charge, at the request of the defendant, or by order of the court with the consent of the defendant, each indigent defendant who is charged in the County of Oneida, with a crime, as defined in Section 722-a of the County Law. When representing an indigent defendant, the Public Defender (– Criminal Division) shall counsel and represent him or her at every stage of the proceedings following arrest, shall initiate such proceedings as in the judg(e)ment of such Pubic Defender are necessary to protect the rights of the accused, and may, in his or her discretion, prosecute any appeal if, in his or her judg(e)ment, the facts and circumstances warrant such appeal.

((b) The Public Defender – Civil Division shall represent without charge in a proceeding in Family Court or Surrogate's Court in the county in which such Public Defender – Civil Division serves any person entitled to counsel, pursuant to Section two hundred sixty two and Section eleven hundred twenty of the Family Court Act and Section four hundred seven of the Surrogate Court's Procedure Act, who is financially unable to obtain counsel. When representing such person, the Public Defender – Civil Division shall counsel and represent him or her at every stage of the proceedings, shall initiate such proceedings as in the judgment of such Public Defender are necessary to

protect the rights of said person and may prosecute any appeal when, in his or her judgment the facts and circumstances warrant such appeal.)

(b)((c))In addition to the foregoing, the Public Defender (– Criminal Division and the Public Defender – Civil Division) shall have and exercise all the powers and duties and shall be subject to all the obligations and liabilities heretofore and hereafter lawfully granted or imposed by the charter, code, local law, ordinance or resolution of the Board of County Legislators, order or direction of the County Executive, or any applicable provision of any act of the legislature not inconsistent with the charter or code.

Section 2403. Assistant Public Defenders and Confidential Investigators.

The assistant Public Defenders and confidential investigators appointed by (each) the Public Defender, pursuant to Section 2403 of Article XXIV of the charter, shall perform such duties pertaining to the office as may be directed by (their respective) the Public Defender. Every such appointment shall be in writing and filed with the department of records and copies thereof with the Board of County Legislators and the County Executive. Any such appointment may be revoked by the (respective the) Public Defender at any time by filing a written revocation with the department of records and copies thereof with the Board of County Legislators and the County Executive. All such assistants and investigators so appointed shall receive such salary as shall be determined and fixed by the Board of County Legislators. If more than one assistant Public Defender in either division shall be appointed, the Public Defender may designate in writing and file with the department of records, the County Executive and the Board of County Legislators the order in which such assistants shall exercise the powers and duties of the office in the event of absence or temporary inability of such Public Defender to perform the duties of his or her office. Such designation may be revoked or changed by the Public Defender in a writing filed with the department of records, Board of County Legislators and County Executive. The assistant or assistants as designated in such writing shall in case of a vacancy in the office of their respective Public Defender perform the duties of that Public Defender until a successor is appointed and has qualified.

All the Assistant Public Defenders shall be duly admitted to the practice of law in the State of New York. Due to the confidential relationship between the Public Defenders and their assistants and the Public Defenders and their confidential investigators, the assistants and the confidential investigators shall be in the exempt class of Civil Service and shall serve at the pleasure of their respective Public Defender.

Section 2404. Advisory Committee. Advisory committees are hereby established for (each division of) the Public Defender's Office for the purpose of advising the County Executive and (each division of) the Public Defender's Office in the discharge of their respective duties and responsibilities relative to the operation of the office of Public Defender. The membership of each advisory committee shall be constituted as follows: Three attorneys appointed by the president of the Oneida County

Bar Association for six year terms, except that of those first appointed, one shall be appointed for a two year term, one for a four year term and one for a six year term and six non-attorney members appointed for a six year term, by the County Executive subject to the approval of the Board of County Legislators, except that of those first appointed, two shall be appointed for a two year term, two for a four year term and two for a six year term, and two members shall be appointed by the Board of County Legislators, one from each major party, appointed by the chairman of the Board of County Legislators for two year terms. The president of the Oneida County Bar Association shall be an ex-officio member of each advisory board but shall have no vote.

The members of such boards shall receive no salary or compensation for their services but shall, within the appropriations provided therefor, be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

Article XXIV was added to the Code by the enactment of Local Law No. 3 of 1965 providing for establishment of the office of Public Defender.

Section 2401 was amended by the enactment of Local Law No. 5 of 1984, changing the term of office.

Sections 2401, 2402, 2403, 2404 were amended by the enactment of Local Law No. 3 of 1996 to create a civil division of the Public Defender's Office.

Section 2403 was amended by the enactment of Local Law No. 4 of 2001 in order to delete "and shall be residents of Oneida County" under Section 2403 paragraph 2.

ARTICLE X X V

(DEPARTMENT OF)OFFICE (OF)FOR THE AGING AND CONTINUING CARE

Section 2501. (Department of)Office (of) for the Aging and Continuing Care;
Director

Section 2502. Powers and Duties

**Section 2501. (Department of)Office (of)for the Aging and Continuing Care;
Director.** There shall be an (department of)office (of) for the aging and continuing care, the head of which shall be the director of the office (of)for the aging and continuing care who shall be appointed by the County Executive, subject to the confirmation of the Board of County Legislators. The director so appointed shall serve at the pleasure of the County Executive.

Section 2502. Powers and Duties. The director of the office of the aging shall have the following powers and duties:

(a) To advise and assist the County Executive in developing policies designed to help meet the needs of the aging and disabled and to encourage the full participation of the aging in society.

(b) To coordinate programs and activities relating to the aging and community based long term care.

(c) To cooperate with (the)and (assist political subdivisions) other municipalities in the development of local programs for the (aging) elderly, disabled and family caregivers.

(d) To annually (render each year) submit to the County Executive a written report of the activities and recommendations of the office (of) for the aging and continuing care.

(e) To participate in and cooperate with an advisory council known as the OFA/OCC Advisory/Long term Care Council, whose members are appointed by the County Executive, subject to confirmation by the Board of Legislators.

(If any provision of this local law shall be adjudged invalid by a court of competent jurisdiction, such adjudication shall not affect, impair, or invalidate the remainder thereof.)

Article XXV was added to the Code by the enactment of Local Law No. 1 of 1974 providing for the establishment of an Office of the Aging.

ARTICLE XXVI

DEPARTMENT OF SOLID WASTE MANAGEMENT

*The Department of Solid Waste Management was deleted per
Public Authorities Law, Article 8, Section 2049-yy*

ARTICLE XXVII

DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Section 2701.	Department of Water Quality and Water Pollution Control; Commissioner; Qualifications
Section 2702.	Powers and Duties
Section 2703.	Water Quality and Water Pollution Control Advisory Board
Section 2704.	Deputy Commissioners of Water Quality and Water Pollution Control

Section 2701. Department of Water Quality and Water Pollution Control; Commissioner; Qualifications. There shall be a Department of Water Quality and Water Pollution Control, the head of which shall be appointed on the basis of his or her experience and qualifications for the duties of such office. The Commissioner shall be a person with professional experience in the planning and management of water quality and water pollution control activities, organization and facilities, and shall be appointed by and serve at the pleasure of the County Executive, subject to the confirmation by the Board of County Legislators.

Section 2702. Powers and Duties. Except as otherwise provided in the charter or code, the Commissioner of Water Quality and Water Pollution Control shall:

- (a) Be responsible for the administration and operation of the Water Quality and Water Pollution Control Facility and County interceptor lines, and (.)
- (b) Be responsible for the development of proposals for County owned water pollution control facilities and activities and(.)
- (c) Be responsible for the administration of planning, studies, development and operation of the County owned water facilities and Water Pollution Control facilities, including advising and supervising (of) with regard to the design and construction of all capital projects for any and all County owned Water Pollution Control facilities and(.)

(d) Be responsible for coordinat(ion)ing with local governments (of all) the planning, development and operation of the County owned water facilities and Water Pollution Control facilities, and coordination (also) with any other participating counties(.)

(e) Be responsible for negotiation with appropriate private, not-for-profit, and public agencies involved with (in) the County owned Water Pollution Control facilities, and(.)

(f) Within the appropriations provided therefor and when authorized by the County Executive, the Commissioner of Water Quality and Water Pollution Control may employ such special engineering or other technical consultant services as necessary for the performance of the Department of Water Quality and Water Pollution Control, and(.)

(g) Pursuant to Section 34(e) of New York State Civil Service Law, have authority, direction and control over the Department of Water Quality and Water Pollution Control and the authority to appoint and remove employees of the Department.

Section 2703. Water Quality and Water Pollution Control Advisory Board.

There shall be a Water Quality and Water Pollution Control Advisory Board composed of the chief executive officer or his or her designee of each (contractually involved)municipality party which is involved in or has contracted (to)with the Water Pollution Control facility. The advisory board shall advise the Commissioner of Water Pollution Control in matters relating to the Water Pollution Facility and water pollution control in matters relating to the Water Pollution facility and water pollution activities. The board shall be chaired by a Chairperson and Vice-Chairperson appointed by the membership.

The members of the Board of Acquisition and Contract shall be ex-officio members of the Advisory Board. The members of such board shall receive no salary or compensation for their services but shall within the appropriations provided therefor be entitled to actual and necessary disbursements and expenses in performing the duties of their office.

Section 2704. Deputy Commissioners of Water Quality and Water Pollution Control. There shall be such Deputy Commissioners of Water Quality and Water Pollution Control as determined by the County Executive.

Article XXVII was added by the enactment of Local Law No. 6 of 1989 which created the Department of Water Quality and Water Pollution Control and abolished the Division of Water Pollution Control in the Department of Public Works.

ARTICLE XXVIII

DEPARTMENT OF PROBATION

Section 2801. Department of Probation; Appointment of Director; Qualifications

Section 2802. Powers and Duties

Section 2801 Department of Probation; Appointment of Director; Qualifications

There shall be a department of probation headed by a Probation Director who shall be appointed by the County Executive, subject to confirmation by the Board of Legislators after such director shall have qualified for such position under the New York State Civil Service regulations applicable thereto.

Section 2802 Powers and Duties The Probation Director shall have the power to appoint all deputies, supervisors, probation officers and other employees within the approved appropriations therefor.

The Probation Department shall perform probation related services including, but not limited to, intake, investigation, pre-sentence reporting, supervision, conciliation, social treatment and such other functions and services as may be assigned to the department pursuant to and in compliance with Section 256 of the New York State Executive Law.

ARTICLE XXIX

OFFICE OF THE CIVIL DEFENDER

Section 2901. Establishment of Office; Appointments

Section 2902 Powers and Duties

Section 2903. Assistant Civil Defenders

Section 2901. Establishment of Office; Appointments. There shall be an office of the Civil Defender. The County Executive shall appoint a Civil Defender to administer such office, such appointment shall be subject to the confirmation of the Board of County Legislators. Such Civil Defender shall serve at the pleasure of the County Executive and shall be duly admitted to the practice of law in the State of New York. The Civil Defender shall be a resident of Oneida County and shall devote their entire time to the duties of their office and shall not engage in any other practice of law.

Section 2903. Powers and Duties. The Civil Defender shall represent, without charge, in a proceeding in family court or surrogate's court in Oneida County any person entitled to counsel pursuant to section 262 and section 1100 of the Family Court Act and section 407 of the Surrogate's Court Procedure Act who is financially unable to obtain counsel. When representing such person, the Civil Defender shall counsel and represent him at every stage of the proceedings, shall initiate such proceedings as in the judgment of the civil defender are necessary to protect the rights of such person and may prosecute any appeal when, in his judgment, the facts and circumstances warrant such appeal. The Civil Defender shall perform also such other and related duties as may be prescribed by law, by the County Executive or by resolution of the Board of County Legislators.

Section 2903. Assistant Civil Defenders. The Civil Defender shall have the power to appoint such assistant civil defenders, paralegals, confidential secretary or other employees of his department as authorized by the County Executive and within the appropriations made therefore by the Board of County Legislators.

This Local Law shall take effect forty five days after the date of its adoption hereof or otherwise in accordance with Section 24 of the Municipal Home Rule Law.