

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikade Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

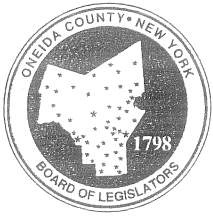
Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION October 14, 2015

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

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ONEIDA COUNTY BOARD OF LEGISLATORS

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

September 22, 2015

Brymer Humphreys, Chair
Agricultural and Farmland Protection Board
8861 Tibbits Road
New Hartford, NY 13413

READ & FILED

FARMLAND PROTECTION BOARD

RE: Eight Year Review – Agricultural District No. 7, Towns of Deerfield, Floyd, Marcy and Trenton

Dear Mr. Humphreys,

This office is in receipt of a request for an eight-year County evaluation of the above referenced Agricultural District No. 7, which includes the Towns of Deerfield, Floyd, Marcy and Trenton. In July of 2014 the Board of Legislators passed Resolution No. 219 (attached) asking the State to extend the review to this year due to the fact that two districts would be open at the same time.

A docket sheet has been prepared with correspondence attached for signing by your committee. Maps and other necessary documentation will be provided by the County Planning Department. After the docket has been signed by your committee, please return it to this office.

Sincerely,

Phyllis M. Parry
Deputy Clerk of the Board

Cc: FPB Members

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

FN 20

15-335

MEMORANDUM

To: Brymer Humphreys, Chair, Oneida Co. Agricultural and Farmland Protection Board (AFPB)
Marty Broccoli, CCE of Oneida County
Guy Sassaman, Oneida County Planning

From: John Brennan, Agricultural Districts Program Manager

Date: September 20, 2015

Subject: **Oneida County Agricultural District No. 7 Eight-Year Review**

July 16, 2016 will mark the anniversary of Oneida County Agricultural District No. 7 which was first formed on July 16, 1975.

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

The following Agricultural District 8-year review procedures and forms are available on the Department Website at:

<http://www.agmkt.state.ny.us/Programs.html>

<http://www.agmkt.state.ny.us/AP/agsservices/agdistricts.html>


- Agricultural Districts program Mapping Checklist
- Time Frame for District Review (flow chart)
- Agricultural District EAF
- SEQRA Process and Review
- Agricultural Districts Law Summary
- RA-114 District Review Profile
- RA-113 District Review Sheet, and
- Article 25AA PDF—Agriculture and Markets Law (as amended through January 1, 2015)

Enclosed maps identify the state certified boundaries of the districts as adopted by your County legislative body. The maps have been provided through the facilities at IRIS, 1015 Bradfield Hall, Cornell University, Ithaca, New York 14853-5601. Should the eight-year review process result in District modifications, the change must be shown on a revised mylar or may be submitted digitally after contacting Cornell IRIS at (607) 255-6529 for further guidance. Please be reminded that the Commissioner will not recertify an agricultural district until a map is filed with IRIS.

Also, please include all properties added to the District during the annual inclusion-open enrollment period. The attached maps do not include the annual inclusion properties.

If I can be of any assistance during the review you may contact me at (518) 457-5606 or by e-mail john.brennan@agriculture.ny.gov

Thank you,


John F. Brennan
Agricultural Districts Program Manager



Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

September 20, 2015

Mike Billard, Clerk
Oneida County Legislature
County Office Building, 800 Park Ave.
Utica, NY 13501

Dear Mr. Billard:

July 16, 2016 will mark the anniversary of Oneida County Agricultural District No. 7 which was first formed on July 16, 1975.

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

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

The Agricultural District 8-year review procedures and forms are detailed on the Departments website at: <http://www.agmkt.state.ny.us/programs.html>

<http://www.agmkt.state.ny.us/APagservices/agdistricts.shtml>

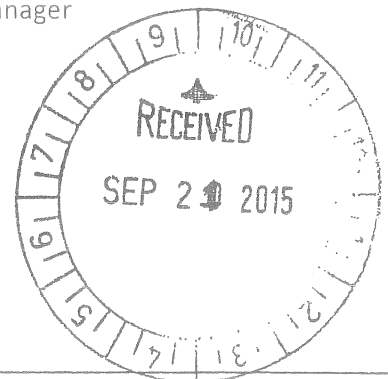
If I can be of any assistance during the district reviews or if you have any questions regarding the Agricultural Districts Program, please call me at 518-457-5606 or e-mail me at john.brennan@agriculture.ny.gov

Sincerely,

John F. Brennan

Agricultural Districts Program Manager

cc: Guy Sassaman, Oneida County Planning
Brymer Humphreys, Chair, Oneida County AFBP
Marty Broccoli, CCE of Oneida County



JOSEPH J. TIMPANO
Comptroller

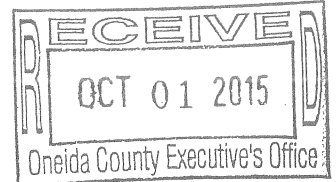


SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(515) 798-5780 ♦ Fax: (515) 798-6415
E-Mail: jtimpano@ocgov.net



FN 20 15 336

MEMO

TO: ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE *Tout*

FROM: JOSEPH J. TIMPANO
COMPTROLLER *JT*

DATE: October 1, 2015

RE: 2105 CLOSURE OF CAPITAL PROJECTS

WAYS & MEANS

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

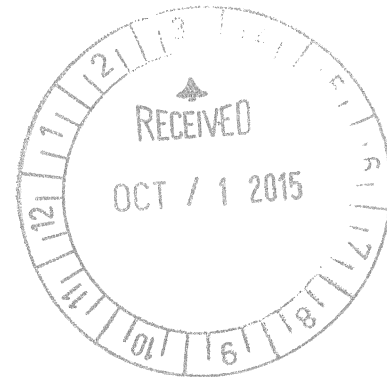
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 10/1/15

During the last several months, my department has performed a forensic accounting of 106 capital projects. Through our efforts, we were able to identify for closure 17 of these capital projects. These 17 projects have a combined total of \$57,609 in unused, unspent funds. Upon approval of the board to commence closure, the \$57,609 will be transferred to our Debt Service Fund for payment of bonds.

I respectfully request you forward this to the appropriate committees and full Board of Legislators for approval to close projects and effectuate said transfer.

Thank you.

Cc: Sheryl Brown, Deputy Comptroller
Debbie Joanis, Deputy Comptroller Admin.
Dee Elliott, Auditor III



2015 CAPITAL CLOSURE LISTING			RECEIPTS	EXPENDITURES	NET
1	H332	Union Station Phase 4	2,958,160.19	2,958,160.19	\$ -
2	H336	MVCC Athletic & Phys Ed Facilities	16,801,092.03	16,801,364.90	\$ (272.87)
3	H352	HAVA Voting Machine Storage	316,864.63	316,864.42	\$ 0.21
4	H364	MVCC Campus Wide Site Improvements	949,999.72	949,999.44	\$ 0.28
5	H365	MVCC Interior/Exterior Bldg Renovations	154,457.34	151,914.68	\$ 2,542.66
6	H439	Sheriff Jail HVAC Repair/Upgrade	1,879,800.00	1,879,635.31	\$ 164.69
7	H443	Radio Communications Upgrade	250,000.00	194,825.70	\$ 55,174.30
8	H444	MVCC Pool Renovations	560,000.00	560,000.00	\$ -
9	H465	Sheriff Law Enforcement Terrorism Prevention	164,999.83	165,000.00	\$ (0.17)
10	H466	Emergency Svcs Homeland Security Efforts	192,506.60	192,506.60	\$ -
11	H467	Sheriff Law Enforcement Terrorism Prev 2012	53,500.00	53,500.00	\$ -
13	H469	Emergency Services System Upgrades	160,464.56	160,464.56	\$ -
13	H475	MVCC Grounds Maint Equip Phase 3	100,000.00	100,000.00	\$ -
14	H494	Planning Transit Buses 2011-2012	359,303.88	359,303.88	\$ -
15	H504	Sheriff Automatic Vehicle Locator	59,999.53	59,999.53	\$ -
16	H509	Emergency Svcs DHS FY 2014 SHSP Grant	198,714.00	198,714.00	\$ -
17	H513	Planning Transit Buses 2012-2014	203,946.80	203,946.80	\$ -
Total of closed projects to be transferred to Debt Service Fund			25,363,809.11	25,306,200.01	\$ 57,609.10

JOSEPH J. TIMPANO
Comptroller

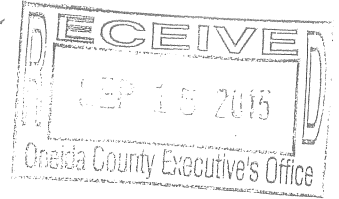


SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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



September 14, 2015

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

FN 20 15-337

WAYS & MEANS

Dear County Executive: *Tony*

The attached proposed policy denotes Oneida County's intentions to maintain fund balances at levels sufficient to mitigate current and future risks. The generally accepted fund balance level ranges from 5% to 10% of current operating expenditures. The County will strive to maintain a fund balance, less "restricted funds" as defined under the newly proposed definitions, in this range at all times. As of December 31, 2014, our percentage was 7.4% of all funds.

Adoption of this policy will appropriately reflect our fund balance position in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions."

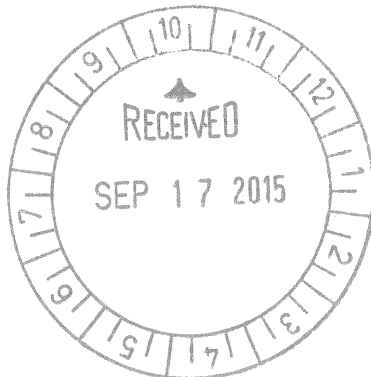
I respectfully request your assistance in submitting this proposed policy to the full board for adoption at your earliest convenience.

As always, thank you for your help and support.

Sincerely,

[Signature]
Joseph J. Timpano
Oneida County Comptroller

Cc: Sheryl Brown, Deputy Comptroller



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 9/15/15

Oneida County

Fund Balance Policy

I. PURPOSE

Oneida County ("the County") has adopted the following policy in an effort to ensure financial security through the maintenance of a fiscally responsible unrestricted fund balance that guides the creation, maintenance and use of resources for financial stabilization purposes.

The County's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels, raising taxes and fees, and/or borrowing to meet cash flow needs due to revenue shortfalls or unanticipated one-time expenditures. The County also seeks to minimize all borrowing costs by maintaining the highest possible credit ratings which are dependent, in part, on the County's maintenance of a fiscally sound fund balance.

II. BACKGROUND

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, whose requirements are effective for financial statement periods ending June 30, 2011 and after. GASB 54 abandons the reserved and unreserved classifications of fund balance for financial statement reporting and replaces them with five new classifications: nonspendable, restricted, committed, assigned and unassigned. The new classifications focus on the constraints imposed on resources in governmental funds, instead of the previous focus on availability for appropriation. These reporting changes do not require changes in the County's budgeting and on-going accounting.

III. DEFINITIONS

Fund Balance: The difference between assets and liabilities reported in a governmental fund. Fund balance is not necessarily the cash balance of the County. Fund balances are classified into various components depending on the limitation placed on the use of the funds. The hierarchy indicates the extent to which a government is required to observe spending constraints that govern how it can use amounts reporting in the governmental funds balance sheet.

Nonspendable Fund Balance: Consists of assets that are inherently nonspendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.

Restricted Fund Balance: Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provision or enabling legislation.

Committed Fund Balance: Consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint.

Assigned Fund Balance: Consists of amounts that are subject to a purpose constraint that represents an

intended use established by the government's highest level of decision-making authority, or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund, and in funds other than the General Fund, assigned fund balance represents the residual amount of fund balance.

Unassigned Fund Balance: Represents the residual classification for the government's General Fund, and could report a surplus or a deficit. In funds other than the General Fund, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed or assigned.

IV. POLICY STATEMENT

County finances will be managed so as to maintain balances of the various funds at levels sufficient to mitigate current and future risks, such as revenue shortfalls, unanticipated expenditures, stabilization of tax rates and user fees, protection of the County's creditworthiness, and to provide for adequate cash flow needs.

NYS law provides authority for the carry over of reasonable amounts of fund balance from one year to the next. Reasonable amount determinations include factors such as providing adequate cash flow to cover one month of expenditures thereby providing the liquidity necessary to accommodate the County's uneven cash flow which is inherent in its periodic tax collection as well as reliance on federal and state program reimbursements. The generally accepted operating fund balance is 5%-10% of current operating expenditures. The County will strive to maintain a fund balance, less "restricted funds" as defined under the newly proposed definitions, in this range at all times. A fund balance below the minimum may be replenished with the succeeding year.

V. DELEGATION OF AUTHORITY

The County Legislature delegates the authority to determine and classify the proper fund balance amounts to the Oneida County Comptroller.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

May 13, 2015

FN 20 15-338

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

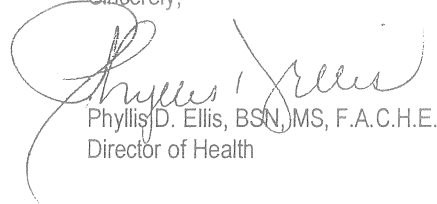
Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

Enclosed please find (3) three copies of an amended Agreement between Madison-Oneida BOCES and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

This is a mandated program. We anticipate reimbursement will be \$1,800.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

Sincerely,


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

Enclosures

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


Anthony J. Picente, Jr.
County Executive

Date 9/24/15

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A2960.1953 Related Services

NAME AND ADDRESS OF VENDOR: **Madison Oneida BOCES**
4937 Spring Road
PO Box 168
Verona, New York 13478

VENDOR CONTACT PERSON: Colleen Wuest

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: **Preschool Students with Disabilities**

2013 CONTRACT YEAR TOTAL: **\$0.00**

THIS CONTRACT YEAR: Rate for Related Services is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2012 to September 1, 2015

NEW RENEWAL AMENDMENT

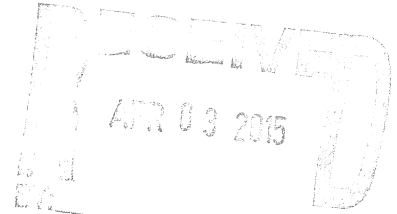
FUNDING SOURCE: Contract Amount: **\$1,800.00**

Less Revenues: \$0.00

State Funds	\$1,071.00	59.5% of Total Dollars per school year
County Dollars - Previous Contract	\$ 2,114.10	40.5% of Total Dollars per school year
County Dollars - This Contract	\$ 729.00	40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____

AMENDMENT



This Amendment made the 1st day of July, 2014, by and between COUNTY OF ONEIDA, a New York municipal corporation, through its Health Department located at 185 Genesee Street Utica, NY 13501 (hereinafter referred to as the “County”) and Madison-Oneida BOCES 4937 Spring Road PO Box 168, Verona, New York 13478 hereinafter referred to as the “Contractor”.

WITNESSETH

WHEREAS, the County and the Contractor have entered into an agreement for the Contractor to perform Related Service Functions for the Education and Transportation of Handicapped Children Program (the “Original Agreement”); and

WHEREAS, this program is supported by funds from the New York State Department of Health; and

WHEREAS, New York State has approved a rate increase for service providers performing Related Service Functions to this program; and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement to extend the term and to allow this rate increase to be incorporated.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:


1. This Amendment will be effective July 1, 2014.
2. The term of the Original Agreement is July 1, 2012 to June 30, 2015. The Parties hereto agree that the term shall be amended to July 1, 2012 to September 1, 2015.
3. The section entitled “RATES”, referenced as ATTACHMENT C, Rate Schedule in the Original Agreement shall be replaced with the revised attached Attachment C, Related Service Rates.
4. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida

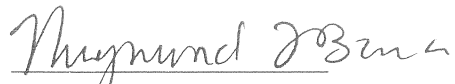
Contractor

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



Madison-Oneida BOCES
Robert Pils
Board President
4/7/15

Approved as to Form only



County Attorney's Office

ATTACHMENT C

RELATED SERVICE RATES

RELATED SERVICE	MAXIMUM INDIVIDUAL HALF HOUR RATE
Aide 1:1	\$5.00
Audiology	\$45.00
Coordination	\$30.00
Orientation/Mobility	\$48.00
Occupational Therapy	\$48.00
Physical Therapy	\$48.00
Speech Therapy	\$48.00
Teacher/Hearing Impaired	\$25.00
Teacher/Visually Impaired	\$25.00

ONEIDA COUNTY HEALTH DEPARTMENT

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

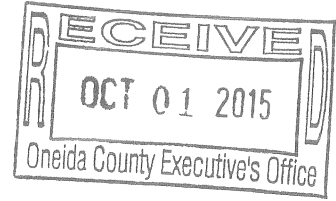
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



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

ADMINISTRATION

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



September 29, 2015

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

FN 20

15 339

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

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 10/1/15

Dear Mr. Picente:

With the advent of the Women, Infants and Children (WIC) Program transitioning from Oneida County to Community Action Partnership of Madison County several employees sought alternate employment. In order to continue to serve the WIC participants, we utilize temporary employment agencies to supplement those departures. As a result, we will need additional funds in that account which supports these services.

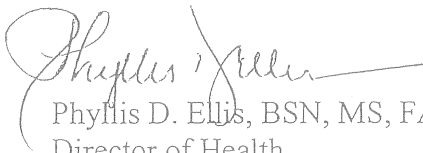
We are, therefore, requesting the following transfer for the 2015 fiscal year:

From:	A4082.101 – Salaries.....	\$45,000
To:	A4082.495 – Other Expenses.....	\$45,000

Please request the Board of Legislators to act upon the above-mentioned transfer.

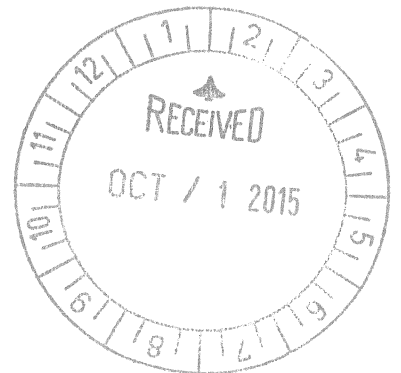
If you have any questions, please do not hesitate to contact me.

Sincerely,


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

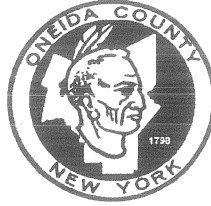
cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

ry



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

FN 20 15-340

August 6, 2015

HEALTH & HUMAN SERVICES

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

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive
Date 10/9/15

Dear Mr. Picente:

The Department of Social Services is requesting a transfer of \$ 17,715.00 from the A6070.49548, Purchase of Services Counseling Account to the A6014.417, Rent /Lease Space Account for the calendar year 2015. This need is the result of a 2014 adjustment for rent to The Gaetano Property Management Co., Inc.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

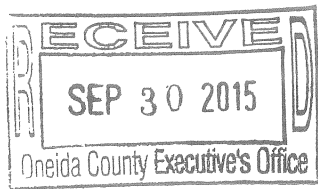
To:
A6014.417 Rent/Lease – Space Account \$ 17,715.00

From:
A6070.49548 Purchase of Services Counseling Account \$ 17,715.00

Sincerely,

Lucille A. Soldato
Commissioner

Cc: T. Keeler, Budget



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail.ofa@ocgov.net

September 25, 2015

FN 20 15-341

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: Carryover of Unspent Federal Funds – 2014
Systems Integration and Balancing Incentive Programs

Dear Mr. Picente:

Office for the Aging and Continuing Care has recently been notified by New York State Office for the Aging (NYSOFA) of the availability of unspent federal funds for the Systems Integration Project Part A and Part B. The use of this funding will be used to support additional provider program expenses for the Systems Integration Project. The office has also been approved by NYSOFA to carryover unspent federal funds used to support program related expenses to support the Balancing Incentive Program (BIP). Therefore, I respectfully recommend that a supplemental appropriation be made into the following expense lines:

A6772.495.150 Systems Integration	\$41,745.00
A6772.495.151 Balancing Incentive Program	<u>\$55,000.00</u>
	\$96,745.00

This request for supplemental appropriations will be fully offset by unanticipated revenue in the following revenue accounts:

A4771 Federal Aid AOA/ACL Systems Integration	\$41,745.00
A4780 Federal Aid Balancing Incentive Payment Program	<u>\$55,000.00</u>
	\$96,745.00

This request is 100% federally funded and will not require additional County dollars. I am available should you have any concerns or questions regarding this request for supplemental appropriations.

Sincerely,

Michael J. Romano

Michael J. Romano
Director

MJR/map

Cc: Tom Keeler, Budget Director



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

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

Date 9/30/15

NOTIFICATION OF GRANT AWARD UNDER SYSTEMS INTEGRATION GRANT
LOCAL IMPLEMENTATION ADMINISTRATOR PROJECT

Name and Address of Area Agency: Oneida County Office for the Aging	Name and Address of Sponsoring Agency/Payee: Oneida County
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Fiscal Year from which funds are awarded: 2012 Program Year - Beginning: 9/30/2011 Ending: 9/30/2015 This award is Revised

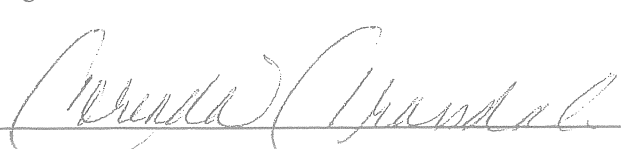
Federal CFDA No. - 93.048

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
Personnel	\$19,920.00	1. Federal Share of Net Cost	\$260,000.00
Fringe Benefits	7,170.00	A. Base Allocation	260,000.00
Equipment	0.00	B. Supplement	0.00
Travel	0.00	2. Non-Federal Share of Cost	0.00
Maint. & Operations	410.00	A. In-Kind	\$0.00
Other Expenses	0.00	B. Cash	\$0.00
Subcontracts	232,500.00		
Approved Costs	\$260,000.00		

* Federal Funds Ceiling (see remark 1) \$260,000.00

Remarks: In addition to the conditions contained in the Application for Funding, the conditions checked below apply to this award:

- 1. Federal reimbursement is limited to the **lower** of the "Federal Share" or the "Federal Funds Ceiling".
- 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs have been contributed.
- 3. Other:

Name and Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 1/28/15
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NOTIFICATION OF GRANT AWARD UNDER SYSTEMS INTEGRATION GRANT
LOCAL IMPLEMENTATION ADMINISTRATOR PROJECT

Name and Address of Area Agency: Oneida County Office for the Aging	Name and Address of Sponsoring Agency/Payee: Oneida County
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Fiscal Year from which funds are awarded: 2012 ~~Program Year Beginning: 9/30/2011 Ending: 9/30/2015 This award is Revised~~

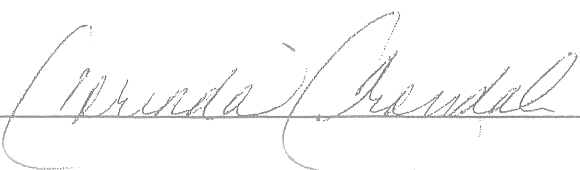
Federal CFDA No. - 93.048

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
Personnel	\$6,810.00	1. Federal Share of Net Cost	\$102,500.00
Fringe Benefits	2,190.00	A. Base Allocation	102,500.00
Equipment	0.00	B. Supplement	0.00
Travel	0.00	2. Non-Federal Share of Cost	0.00
Maint. & Operations	0.00	A. In-Kind	\$0.00
Other Expenses	0.00	B. Cash	\$0.00
Subcontracts	93,500.00		
Approved Costs	\$102,500.00		

* Federal Funds Ceiling (see remark 1) \$102,500.00

Remarks: In addition to the conditions contained in the Application for Funding, the conditions checked below apply to this award:

- 1. Federal reimbursement is limited to the lower of the "Federal Share" or the "Federal Funds Ceiling".
- 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs have been contributed.
- 3. Other:

Name and Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 1/28/15
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New York State Office for the Aging
New York Connects Expansion and Enhancement Program
 (including the Balancing Incentive Program)

Name & Address of Grantee: Oneida County Office for the Aging/Continuing Care 120 Airline Street - Suite 201 Oriskany, NY, 13424	Name & Address of Sponsoring Agency/Payee: Oneida County
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Program Period - Beginning: 04/01/2014 Ending: 03/31/2016	CFDA#: 93.778
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Fiscal Year from which funds are awarded: 2014	Type of Action: Conditional
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<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - State & Federal funding:</u>	
Personnel	\$ -0-	State & Federal Share	\$ -0-
Fringe Benefits	-0-	Other Resources - Cash	-0-
Equipment	-0-	Other Resources - In-kind	<u>-0-</u>
Travel	-0-	Net Cost	\$ -0-
Maintenance & Operations	-0-	<u>Section III - State & Federal Funds Ceiling:</u>	
Other Expenses	-0-	1. Federal Share of Net Cost	\$ 390,463
Subcontracts	-0-	2. State Share of Net Cost	\$ <u>48,793</u>
Food	<u>-0-</u>	Total Ceiling	\$ 439,256
Less: Anticipated Income	<u>-0-</u>		
Net Cost	\$ -0-		

REMARKS: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

1. Unless revised, the amount on line 1 above, "Federal Share of Net Cost" will constitute a ceiling for federal participation in the approved cost and the amount on line 2 above, "State Share of Net Cost" will constitute a ceiling for State participation in the approved cost.


2. Receipt of federal and/or State funds (either through advance or reimbursement) does not constitute earning of these funds. The federal and State share of the project cost is earned only when allowable costs have been incurred and paid.

3. The cost of 'Giveaways' is not allowed under this program.

4. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.

5. The final claim must be submitted to the State Office for the Aging no later than 45 days after the close of the program period.

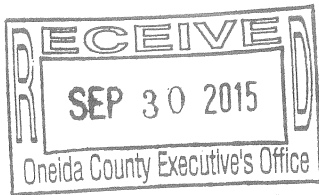
6. Other: This award authorizes the payment of an advance only. The award is conditional upon the submission and approval of the application referenced above, and the initial advance must be repaid if such application does not receive final approval after appropriate modifications, if any.

Name & Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 2/27/15
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New York State Office for the Aging
 NY Connects Expansion and Enhancement Program
 (including Balancing Incentive Program)
 Allocation Schedule

Program Period - 4/1/14-12/31/16 (current NY Connects programs)
 * Program Period - 1/1/15-3/31/16 (first time NY Connects programs)

<u>Area Agency On Aging</u>	<u>Total Funding</u>
Albany	\$437,859
Allegany	223,711
Broome	390,652
Cattaraugus	265,823
Cayuga	222,315
Chautauqua	392,747
Chemung	268,616
Chenango	223,013
Clinton	269,315
Columbia	270,013
Cortland	223,711
Delaware	223,013
Dutchess	439,954
Erie	624,053
Essex	223,711
Franklin	216,031
Fulton	223,013
Genesee	223,013 ³
Greene	223,013
Herkimer	270,013
Jefferson	221,616
Lewis	224,409
Livingston	223,013
Madison	223,013
Monroe	637,319
Montgomery	223,013
Nassau	622,656
Niagara	389,954
Oneida	439,256
Onondaga	645,696
Ontario	269,315
Orange	436,463
Orleans	223,711
Oswego *	314,000
Otsego	223,013
Putnam	269,315
Rensselaer *	450,000
Rockland *	439,256
St. Lawrence	257,445
Saratoga	392,049
Schenectady	392,747
Schoharie	223,711
Schuyler	224,409
Seneca *	267,000
Steuben	268,616
Suffolk	619,163
Sullivan	269,315
Tioga	223,711
Tompkins	270,013
Ulster	391,350
Warren/Hamilton	228,120
Washington	223,013
Wayne	269,315
Westchester	631,733
Wyoming	223,711
Yates	224,409
New York City *	6,800,000
Seneca Indian Res *	118,000
St Regis Indian Res	93,563
 Total Local Assistance	 \$24,940,000



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

September 25, 2015

FN 20 15342

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Re: Carryover of Unspent Federal Funds – 2014
Titles, III-B, III-C-1, III-C-2, III-E

Dear Mr. Picente:

Office for the Aging and Continuing Care has recently been notified by New York State Office for the Aging (NYSOFA) of the availability of unspent federal funds from the 2014 program period for use in the department's 2015 operating budget. Programs included in this federal funding carryover are Administration on Aging Title III-B (Aging Services); Title III-C-1 (Congregate Meals – Nutrition); Title III-C-2 (Home Delivered Meals – Nutrition); and Title III-E (Caregiver Support). At the same time, there is a need for additional funding to support services to consumers served through these programs.

Due to the present rate of referrals for home delivered meals, Legal Services, and Caregiver Respite, I respectfully recommend that a supplemental appropriation be made into the following expense lines:

A6772.495.118 Legal Services	\$5,000.00
A6772.495.135 Caregiver Support	\$37,000.00
A6773.495.100 Nutrition Program	<u>\$14,150.00</u>
	\$56,150.00

This request for supplemental appropriations will be fully offset by unanticipated income in the following revenue accounts:

A4772 Federal Aid Program for Aging	\$5,000.00
A4775 Federal Aid Caregiver Program	\$37,000.00
A4776 Federal Aid Nutrition for the Elderly Program	<u>\$14,150.00</u>
	\$56,150.00

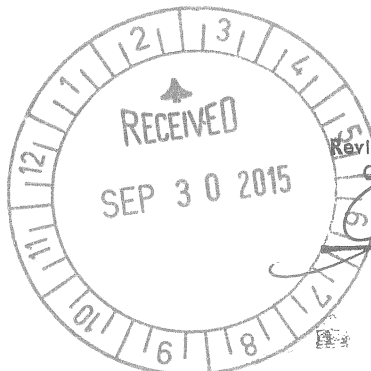
This request will not require additional County dollars. I am available should you have any concerns or questions regarding this request for these supplemental appropriations.

Sincerely,

Michael J. Romano
Director

MJR/mac

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 9/30/15

NOTIFICATION OF GRANT AWARD UNDER TITLE III-B OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Oneida County Office for the Aging/Continuing Care 120 Airline Street - Suite 201 Oriskany, NY 13424	Name and Address of Sponsoring Agency/Payee Oneida County
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Program Year - Beginning: 1/1/2015 Ending: 12/31/2015

Fiscal Year from which funds are awarded: 2015	Federal CFDA No. - 93.044	This award is Revised
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Section I - Cost Categories	Amount	Section II - Grantee Budget - Federal and Matching Funds:
Personnel	\$91,795.00	1. Federal Share (see remark 1) \$328,845.00
Fringe Benefits	27,539.00	2. Combined matching Share
Equipment	0.00	A. In-Kind \$0.00
Travel	1,500.00	B. Cash 53,723.00
Maint. & Operations	17,294.00	C. Volunteer Match \$0.00
Other Expenses	1,940.00	
Subcontracts	244,200.00	3. Net Cost \$382,568.00
Approved Costs	\$384,268.00	
Less:		Section III - Federal Funds Ceiling
Anticipated Income	1,700.00	A. Carryover \$50,000.00
Net Cost	\$382,568.00	B. Base Allocation 269,568.00
		C. III-C-1 Transfer 0.00
		D. III-C-2 Transfer 0.00
		E. Supplement 0.00
		* Federal Funds Ceiling \$319,568.00
		(see remark 1)

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Supportive Services.
- 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- 5. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 8/11/15
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NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-1 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Oneida County Office for the Aging/Continuing Care 120 Airline Street - Suite 201 Oriskany, NY 13424	Name and Address of Sponsoring Agency/Payee: Oneida County
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Program Year - Beginning: 1/1/2015 Ending: 12/31/2015

Fiscal Year from which funds are awarded: 2015 Federal CFDA No. - 93.045 This award is Revised

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
Personnel	\$14,964.00	1. Federal Share (see remark 1)	\$244,329.00
Fringe Benefits	4,489.00	2. Combined Matching Share	
Equipment	0.00	A. In-Kind	\$0.00
Travel	875.00	B. Cash	32,771.00
Maint. & Operations	5,018.00	C. Volunteer Match	\$0.00
Other Expenses	612.00	3. Net Cost	\$277,100.00
Subcontracts	325,092.00	<u>Section III - Federal Funds Ceiling:</u>	
Food	0.00	A. Carryover	\$0.00
Approved Costs	\$351,050.00	B. Base Allocation	359,385.00
Less:		C. III-B Transfer	0.00
Anticipated Income	43,500.00	D. III-C-2 Transfer	-114,979.00
NSIP	30,450.00	E. Supplement	0.00
Net Cost	<u>\$277,100.00</u>	Federal Funds Ceiling (see remark 1)	<u>\$244,406.00</u>

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Congregate Nutrition Services.
- (XX) 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- (XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for home delivered meals.
- () 6. Other.
- () 7. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 8/11/15
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OFA No. 32WB (09/07)

BUDGET/PROGRAM MODIFICATION REQUEST
Program: III-C1

Grant Period: From: 01/01/2015 To 12/31/2015

AAA Director certifies s/he has reviewed and approved of this budget modification request

Budget Category	Current Budget as Approved on 07/31/2015	Additions/Subtractions	Revised Budget	Pct. Change	Explanation
1. PERSONNEL	14,964	3,082	18,046	20.60	
2. FRINGE BENEFITS	4,489	925	5,414	20.61	
3. EQUIPMENT	0	0	0	0.00	
4. TRAVEL	875	0	875	0.00	
5. MAINTENANCE & OPERATIONS	5,018	1,000	6,018	19.93	increase in postage and printing for doantions
6. OTHER EXPENSES	612	500	1,112	81.70	increase in stae & nationa dues
7. SUBCONTRACTS	325,092	14,378	339,470	4.42	to support the slight increase in Congregate meals being served as well as increase of meal cost from \$7.17 to \$7.35 with new contractor Trinity Foods Inc; increase in I & A
8. FOOD	0	0	0	0.00	
9. TOTAL BUDGET	351,050	19,885	370,935	5.66	
10. Less Income (Not Used as Local Match)	43,500	1,000	44,500	2.30	
11. Less NSIP	30,450	610	31,060	2.00	
12. NET TOTAL	277,100	18,275	295,375	6.60	
13. STATE/FEDERAL FUNDS	244,329.00	18,880.27	263,209.27	7.73	15-PI-14 revised allocation; Final award increased by\$77 plus carryover of \$18803.27
14. MATCHING FUNDS	32,771.00	- 605.27	32,165.73	-1.85	15-PI-14 revised allocation decrease in CCounty share

PROGRAMMATIC JUSTIFICATION (Attach additional pages if necessary):

Note: The major impact of this proposal on units of service, projected unduplicated counts and client characteristics (targeting), should be reflected on the appropriate pages of the AIP as well as being described briefly below. All revised pages should be attached to this request. It is particularly important to describe the impact of the changes on target populations.

Our new meal provider, Trinity Foods is now serving all hot meals and a slight increase in Congregate meals has been noticed. Our meal cost went from \$7.17 to \$7.35. When any changes occur, an increase in I & A will also occur. Our State & National dues has also slightly increased. Postage & Printing cost has also gone up for donations.

NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-2 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Oneida County Office for the Aging/Continuing Care 120 Airline Street - Suite 201 Oriskany, NY 13424	Name and Address of Sponsoring Agency/Payee: Oneida County
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Program Year - Beginning: 1/1/2015 Ending: 12/31/2015

Fiscal Year from which funds are awarded: 2015 Federal CFDA No. - 93.045 This award is Revised

Section I - Cost Categories

	<u>Amount</u>
Personnel	\$39,522.00
Fringe Benefits	11,857.00
Equipment	0.00
Travel	1,295.00
Maint. & Operations	5,228.00
Other Expenses	460.00
Subcontracts	334,941.00
Food	0.00
Approved Costs	\$393,303.00
Less:	
Anticipated Income	50,025.00
NSIP	30,450.00
Net Cost	<u>\$312,828.00</u>

Section II - Grantee Budget - Federal and Matching Funds:


1. Federal Share (see remark 1)	\$276,895.00
2. Combined Matching Share	
A. In-Kind	\$0.00
B. Cash	35,933.00
C. Volunteer Match	<u>\$0.00</u>
3. Net Cost	\$312,828.00

Section III - Federal Funds Ceiling:

A. Carryover	\$0.00
B. Base Allocation	160,744.00
C. III-B Transfer	0.00
D. III-C-1 Transfer	114,979.00
E. Supplement	<u>0.00</u>
Federal Funds Ceiling (see remark 1)	\$275,723.00

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Home Delivered Nutrition Services.
- 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for congregate meals.
- 6. Other.
- 7. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 8/11/15
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OFA No. 32WB (09/07)

BUDGET/PROGRAM MODIFICATION REQUEST
Program: III-C2

Grant Period: From: 01/01/2015 To 12/31/2015

AAA Director certifies s/he has reviewed and approved of this budget modification request

Budget Category	Current Budget as Approved on 07/31/2015	Additions/Subtractions	Revised Budget	Pct. Change	Explanation
1. PERSONNEL	39,522	0	39,522	0.00	
2. FRINGE BENEFITS	11,857	0	11,857	0.00	
3. EQUIPMENT	0	0	0	0.00	
4. TRAVEL	1,295	0	1,295	0.00	
5. MAINTENANCE & OPERATIONS	5,228	0	5,228	0.00	
6. OTHER EXPENSES	460	0	460	0.00	
7. SUBCONTRACTS	334,941	6,800	341,741	2.03	carryover to support the slight increase of meal cost along with decreasing client wait list for HDM. Trinity Foods is our new contractor.
8. FOOD	0	0	0	0.00	
9. TOTAL BUDGET	393,303	6,800	400,103	1.73	
10. Less Income (Not Used as Local Match)	50,025	925	50,950	1.85	
11. Less NSIP	30,450	647	31,097	2.12	800 meals @\$.69/meal
12. NET TOTAL	312,828	5,228	318,056	1.67	
13. STATE/FEDERAL FUNDS	276,895.00	5,718.45	282,613.45	2.07	15-PI-14 revised allocation is \$1172 less and adding carryover of \$6890.45
14. MATCHING FUNDS	35,933.00	- 490.45	35,442.55	-1.36	15-PI-14 revised allocation decrease in County share

PROGRAMMATIC JUSTIFICATION (Attach additional pages if necessary):

Note: The major impact of this proposal on units of service, projected unduplicated counts and client characteristics (targeting), should be reflected on the appropriate pages of the AIP as well as being described briefly below. All revised pages should be attached to this request. It is particularly important to describe the impact of the changes on target populations.

Our new meal Contractor is Trinity Foods and cost per meal has slightly increase from \$7.17 to \$7.35 but now provides all hot meals. Our carryover will help put at least 10 people on HDM and off our wait list.

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD UNDER TITLE III-E OF THE OLDER AMERICANS ACT
NEW YORK ELDER CAREGIVERS SUPPORT PROGRAM


Name and Address of Area Agency: Oneida County Office for the Aging/Continuing Care 120 Airline Street - Suite 201 Oriskany, NY 13424	Name and Address of Sponsoring Agency/Payee: Oneida County
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Program Year - Beginning: 1/1/2015 Ending: 12/31/2015

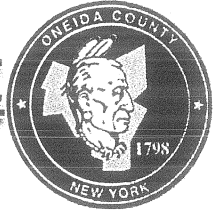
Fiscal Year from which funds are awarded: 2015	Federal CFDA No. - 93.052	This award is Revised																																																			
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Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of approved program activities.
- (XX) 4. Of the federal share and local matching funds for approved program activities, no more than 10% may be spent on Grandparent Caring for Children activities and no more than 20% may be spent on Supplemental Services.
- (XX) 5. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- () 6. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official: Corinda Crossdale Director	Signature: 	Date: 8/11/15
--	--	----------------------

Griffiss International Airport



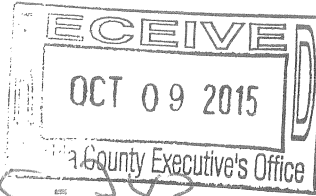
660 Hangar Road, Suite 223

Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation



October 2, 2015

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

FN 20 15-373

AIRPORT

WAYS & MEANS

Dear County Executive:

The Federal Aviation Administration (FAA) has announced their 2015 Airport Capital Improvement Program and grant awards. Griffiss International Airport has secured funding for preliminary design and environmental approval to construct an approximate 10,000 square foot Deicing pad facility.

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-534 – Griffiss Intl. – Deicing Facility**

B.) Funding for Capital project H-534 as follows:

H-534 Federal Aid - FAA.....	\$	167,400
H-534 State Aid.....	\$	9,300
H-534 Oneida County Share.....	\$	<u>9,300</u>
Total.....	\$	186,000

Thank you for the Board's kind attention to this request.

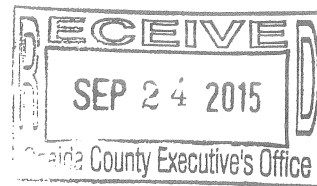
Sincerely,


Russell Stark
Commissioner of Aviation

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


Anthony J. Picente, Jr.
County Executive

Date 10/9/15



Griffiss International Airport

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

ANTHONY J. PICENTE, JR.
County Executive

FN 20 15-344

RUSSELL STARK
Commissioner of Aviation

September 16, 2015

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

AIRPORT
WAYS & MEANS

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

[Signature]
Anthony J. Picente, Jr.
County Executive
Date 9/24/15

Dear County Executive Picente:

Griffiss International Airport requests a transfer to cover an unanticipated shortage in our Utility Account. This shortage is a direct result of Griffiss not receiving the Utility Reimbursement payments from its tenant MidAir. MidAir recently filed bankruptcy and the possibility that Oneida County will receive any payments toward that account is proving bleak at best.

Fortunately, there are some anticipated surpluses in various Griffiss International accounts for the 2015 budget year which will help cover the void.

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

TO:

AA# A5620.414 Department of Aviation – Utilities \$200,000.

FROM:

AA# A5620.412	Department of Aviation / Other Materials.....	\$22,000.
AA# A5620.491	Department of Aviation / Other Materials.....	\$30,000
AA# A5620.493	Department of Aviation / Other Materials.....	\$30,000
AA# A5620.4933	Department of Aviation / Other Materials.....	\$58,000
AA# A5620.4936	Department of Aviation / Other Materials.....	<u>\$60,000</u>
	TOTAL.....	\$200,000

I also respectfully request the full Board act on this legislation at their **October 10, 2013** meeting.

Respectfully submitted,



Russell Stark
Commissioner of Aviation

CC: County Attorney
Comptroller
Budget Director
Airport Commissioner



ONEIDA COUNTY BOARD OF ELECTIONS

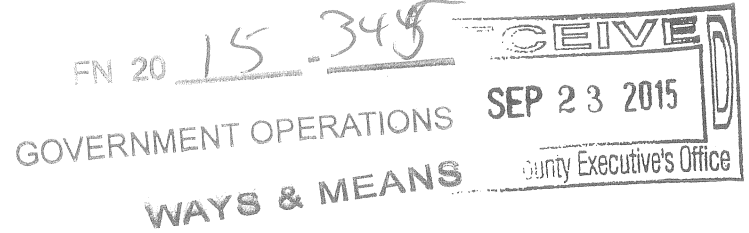
Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

September 21, 2015



Honorable Anthony J. Picente, Jr.

Oneida County Executive

800 Park Avenue

Utica, New York 13501

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

Anthony J. Picente, Jr.
County Executive

Date 9/24/15

Dear County Executive Picente:

It has come to our attention that a Resolution must be passed by the Board fixing the rates for compensation for Poll Site Coordinators and Inspectors as follows for the 2016 Elections.

Poll Site Coordinator - Primary	\$150.00
Inspector -Primary	\$120.00
AND	
Poll Site Coordinator – General	\$200.00
Inspector - General	\$170.00

We are requesting that a Resolution be passed fixing the rates as specified above until further notice from the Commissioners of the Board of Elections.

Thank you for your cooperation.

Sincerely,

Jordan S. Karp

Democratic Commissioner

Rose Marie Grimaldi

Republican Commissioner

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

September 29, 2015

FN 20 15-346

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

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

GOVERNMENT OPERATIONS

WAYS & MEANS

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

Date 9/30/15

Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Commissioner of Finance, Anthony Carvelli, requesting the addition of Competitive title, Assistant Director of Real Property Services, to Oneida County's Classification Plan. Also attached is the job description which outlines the responsibilities and duties for this position.

I recommend the salary for the Assistant Director of Real Property Services be set at Grade 34M (Step 1, \$46,512).

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for their consideration.

Sincerely,

[Signature]
John P. Talerico
Commissioner of Personnel



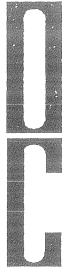
Attachments

Copy: Anthony Carvelli, Commissioner of Finance
Peter Rayhill, County Attorney

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

August 7, 2015

John P. Talerico, Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear John,

By this letter, I am hereby requesting the addition of the title of Assistant Director of Real Property Services (Grade 34M) to the Oneida County Classification Plan.

If you have any questions or concerns, please contact me.

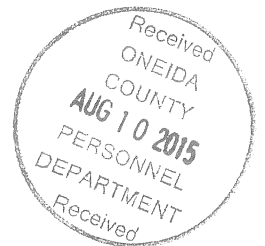
Thank you.

Sincerely,

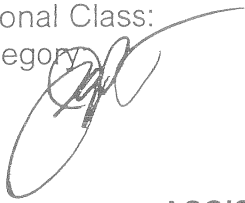
A handwritten signature in black ink, appearing to read 'Anthony Carvelli', written over a large, stylized circular flourish.

Anthony Carvelli
Commissioner of Finance

AC/bad



Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Officials & Administrators
Adopted: 09/24/15



ASSISTANT DIRECTOR OF REAL PROPERTY SERVICES

DISTINGUISHING FEATURES OF THE CLASS: The work in this class involves the responsibility for assisting the Director of Real Property Tax Services III in operating a comprehensive advisory tax and assessment service for local government taxing jurisdictions. An employee in this class is also responsible for assisting the agency administrator in the effective operation of a governmental consultative tax and assessment service for local civil divisions of government. Major emphasis is placed upon assisting assessment personnel in effective methods of assessment, property title and taxation procedures and on assisting tax receivers/collectors in taxation procedures. Supervision is received from the Director who assigns and reviews work through conferences and submission of written reports. Supervision may be exercised over a small number of clerical and technical employees. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only).

- Audits tax records to re-levy unpaid taxes, prepare tax rolls, bills and vouchers;
- Develops and provides information for electronic data processing related to real property tax services;
- Advises assessors on the preparation and maintenance of assessment rolls, property records and other records necessary to professional real property assessments;
- Develops and supervises the maintenance of a variety of records and statistical data for control and reporting purposes;
- Provides advice with respect to the apportionment of special franchise assessments;
- Aids towns and school districts in establishing tax rates;
- Provides support to town governments for installation and use of software applications as related to State Real Property Tax Systems;
- Prepares annual and special reports as directed.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of property titles; good knowledge of modern principles, practices and methods associated with assessment and taxing of real property; good knowledge of real property tax law and judicial and administrative determinations governing valuation of real property for taxation purposes; good knowledge of the principles and practices of supervision; good knowledge and proficient in the use of personal computer programs and software; working knowledge of data processing procedures; working knowledge of deeds and other property valuation records; ability to establish and maintain effective relationships with the public, assessors and municipal officials; ability to effectively utilize and explain the use of tax maps and other assessment records; ability to plan and organize; ability to follow complex instructions, both orally and in writing; good judgment; demonstrates care and attention to detail; independent problem solving; integrity; tact; courtesy.

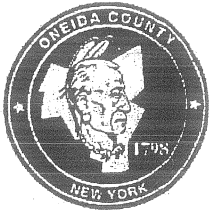
continued...

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from an accredited four year college or university with a Master's Degree in Business or Public Administration, Accounting, Finance, Computer Science, Computer Information Systems, or a closely related field, **OR**
- (B) Graduation from an accredited four year college or university with a Bachelor's Degree in Business Administration, Accounting, Finance, Computer Science, Computer Information Systems or closely related field, **AND** (1) year of full-time paid experience in the valuation of real property; **or**, (1) year of full-time paid experience in an occupation providing a good knowledge of real property values and of the principles and methods relating to the assessment of real property for tax, assessment, and/or appraisal purposes; **OR**
- (C) Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree **AND** (3) years of full-time paid experience in the valuation of real property; **or**, (3) years of full-time paid experience in an occupation providing a good knowledge of real property values and of the principles and methods relating to the assessment of real property for tax, assessment, and/or appraisal purposes

SPECIAL REQUIREMENTS: Assistant Director must complete a basic course of training prescribed by the state Board of Real Property Services within three years of permanent appointment to the position pursuant to Section 188-2.6 of the "Rules for Real Property Tax Administration."

Adopted: 09/24/15



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

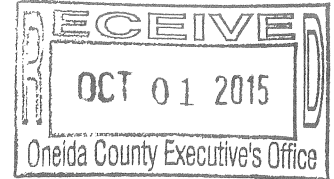
Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

September 29, 2015

FN 20 15-347



GOVERNMENT OPERATIONS

WAYS & MEANS

Anthony J. Picente, Jr.

Oneida County Executive

Oneida County Office Building

800 Park Avenue

Utica, New York 13501

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

Anthony J. Picente, Jr.
County Executive

Date 10/1/15

Dear County Executive Picente:

Attached you will find an Quote from Dominion Voting Systems for extended coverage of maintenance and hardware for 30 ICP machines for the Oneida County Board of Elections. The 30 ICP machines were received January 2010 by the Board and were purchased pursuant to a State Contract by the previous Commissioners.

The quote is in the total sum of \$70,537.50 which will cover a period of September 1, 2015 to August 31, 2018. The annual fee is \$23,512.50.

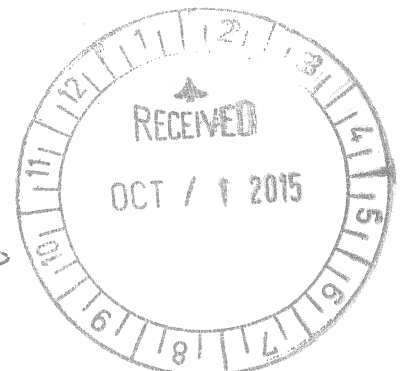
We are requesting that you approve this quote and forward onto the Board of Legislators approval at the November Board meeting.

Thank you for your cooperation.

Sincerely,

Jordan S. Karp
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner





9/29/2015

Oneida County, NY

Budgetary Quote - Q00000901
 Oneida EMS ICP Extended Coverage 2015 Quote 3 yrs paid annually

From : Gio Costantiello gio.costantiello@dominionvoting.com

Product Name	Description	Part Number	Quantity	Unit Price	Extension
EMS Software Maintenance - up to 500 Electoral Districts	1 unit per year		3.00	\$18,000.00	\$54,000.00
Election Management System Hardware & Software					Subtotal: \$54,000.00
Discount	5% discount applied for 3 year commitment paid annually		1.00	(\$3,712.50)	(\$3,712.50)
Credits and Discounts					Subtotal: (\$3,712.50)
ICP 12 Month Firmware Maintenance Fee (NY)	30 units per year		90.00	\$90.00	\$8,100.00
Firmware Maintenance					Subtotal: \$8,100.00
ICP 12 Month Extended Hardware Warranty (NY)	30 units per year		90.00	\$135.00	\$12,150.00
Hardware Warranty					Subtotal: \$12,150.00

Grand Totals

23,512.50 Annually

Grand Total \$70,537.50

Terms & Conditions

Contract Number: PC66393
 Group Number: 22300
 Award Number: 22659

Software Maintenance Term: September 1, 2015 - August 31, 2018

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)
Joseph S. Topp	Commissioner	<i>[Signature]</i>	9/29/15
Rose M. Grimaldi	Commissioner	<i>[Signature]</i>	9/29/15

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan

Dawn Catera Lupi
First Assistant

Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais

FN 20 15-348

PUBLIC SAFETY

WAYS & MEANS July 1, 2015

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

Dear Mr. Picente:

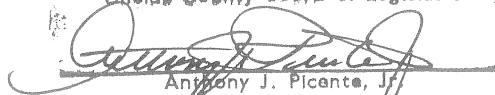
Enclosed is the proposed amended grant award in which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$19,832.00. The grant period originally began on January 1, 2014 through December 31, 2014. Matching funds are not required.

I am hereby requesting your review and approval of this amendment. 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

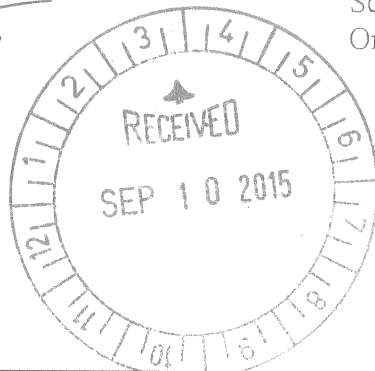
Date 9/10/15

Sincerely,



Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.



ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: NYS Department of Criminal Justice Services

Title of Activity or Service: Video Recording of Statements Equipment Grant

Proposed Dates of Operation: 01/01/2014 – 12/31/2015

Client Population/Number to be Served:

Summary Statements:

- 1) Narrative Description of Proposed Services: This project is for the purchase and installation of audio/video recording systems for the recording of police interviews and interrogations in local law enforcement agencies in Oneida County. Implementation of this project will further promote comprehensive police interrogation recording countywide. The Oneida County Sheriff's Office, the Utica Police Department, the Oriskany Police Department and the Oneida County District Attorney's Office will be receiving funding.

THIS IS AN AMENDMENT TO CONTRACT # 014551

See breakdown below:

Table with 3 columns: BUDGET ITEM, ORIGINAL AMOUNT, AMENDED AMOUNT. Rows include Video Recording of Statements Equipment for Oneida County D.A.'s Office, Sheriff's Office, Oriskany Village Police Department, and Utica City Police Department.

- 2) Program/Service Objectives and Outcomes:

- 3) Program Design and Staffing

Total Funding Requested: \$19,832.00

Account #: A3044 A1165.495128

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): \$19,832.00 in state dollars

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPROLLER'S NUMBER:</u> T494006 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Video Recording of Statements Equipment Grant <u>DCJS NUMBERS:</u> O112494006 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2014 TO 12/31/2015 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$19,832.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input checked="" type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p><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".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Video Recording of Statements Equipment Grant

Project No.

Grantee Name

ST13-1004-E01

Oneida County

06/25/2015

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

Video Recording of Statements Equipment Grant

Project No.**Grantee Name**

ST13-1004-E01

Oneida County

06/25/2015

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and

if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884

email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN

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

December, 2012

Certified by - on

Award Contract

Video Recording of Statements Equipment Grant

Project No.**Grantee Name**

ST13-1004-E01

Oneida County

06/25/2015

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

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

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

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

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

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

A. For State funded grants:

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

B. For Federally funded grants:

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

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

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

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

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

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

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

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

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

A. The rate for a consultant should not exceed \$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 at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

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

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

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

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the

Hatch Act (5 U.S.C. "1501 et seq.) as amended.

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

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

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

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

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

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

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

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

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

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers

for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

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

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the

Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

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

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

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

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

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

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

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

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

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

same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract**Video Recording of Statements Equipment Grant****Project No.****Grantee Name**

ST13-1004-E01

Oneida County

06/25/2015

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Video Recording of Statements Equipment -- Oneida County District Attorney's Office	1	\$8,305.00	\$8,305.00	\$8,305.00	\$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Oneida County DA's Office.						
2	Video Recording of Statements Equipment -- Oneida County Sheriff's Office	1	\$1,257.50	\$1,257.50	\$1,257.50	\$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Oneida County Sheriff's Office.						
3	Video Recording of Statements Equipment -- Oriskany Village Police Department	1	\$9,012.00	\$9,012.00	\$9,012.00	\$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Oriskany Village PD.						
4	Video Recording of Statements Equipment -- Utica City Police Department	1	\$1,257.50	\$1,257.50	\$1,257.50	\$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Utica City PD.						
Total				\$19,832.00	\$19,832.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$19,832.00	\$19,832.00	\$0.00

Oneida County District Attorneys Office

Utica City Police Department

Oneida County Sheriffs Office

Oriskany Village Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$19,832.00	\$19,832.00	\$0.00

Award Contract**Video Recording of Statements Equipment Grant****Project No.**

ST13-1004-E01

Grantee Name

Oneida County

06/25/2015

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us.

Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

Award Contract**Video Recording of Statements Equipment Grant****Project No.****Grantee Name**

ST13-1004-E01

Oneida County

06/25/2015

APPENDIX D - Work Plan**Goal**

To enhance law enforcement efforts and prosecution outcomes through videotaping of interviews and interrogations from beginning to end.

Objective #1

Enhance the technological capabilities within Oneida County through acquisition of video recording equipment to be utilized during investigations. Equipment will be distributed to various local agencies to achieve maximum coverage within the county.

Task #1 for Objective #1

The District Attorney will work with local law enforcement agencies with the implementation of video recording of statements initiative and with the administration of the grant.

Performance Measure

- 1 Number of local law enforcement agencies to receive video recording of statements equipment.
- 2 Local law enforcement agencies in the county who will receive video recording of statements equipment.

Task #2 for Objective #1

Purchase and installation of video recording of statements equipment in identified recipient agencies.

Performance Measure

- 1 Maintain purchase records in compliance with all federal, state, and local procurement guidelines.
Maintain an inventory record of video recording of statements equipment purchased under this contract. (Note: Separate records must be kept for each agency receiving video recording of statements equipment and said records made available to DCJS, upon request).
- 2

Task #3 for Objective #1

Provide training to staff in the proper operation of the video recording equipment.

Performance Measure

- 1 Number of staff at each recipient agency who received training in the proper operational use of the equipment. (Breakdown to be made by recipient agency).

Task #4 for Objective #1

In compliance with the established departmental protocol, (see Objective #2) utilize the video recording of statements equipment during interviews and interrogations.

Performance Measure

- 1 Number of video recorded statements. (Breakdown to be made by recipient agency).
- 2 Number of video recorded statements forwarded to the District Attorney's office to be used as case evidence. (Breakdown to be made by recipient agency).

Objective #2

Improve the effectiveness of case evidence through video recorded interview and interrogation training; and establish departmental protocols regarding video recording of statements from beginning to end.

Task #1 for Objective #2

Provide investigatory personnel with interview techniques training to enhance their interview and interrogation abilities.

Performance Measure

- 1 Number of staff at each recipient agency who received training in video recording of interviews and interrogations techniques. (Breakdown to be made by recipient agency).

Task #2 for Objective #2

Prior to equipment use, each recipient agency will collaborate with the District Attorney's office to develop and implement a departmental protocol regarding the video recording of statements.

Performance Measure

- 1 If not provided in the original application, include in the first Quarterly Progress Report (QPR) an attached copy of the department protocol regarding the video recording of statements for each recipient agency. (in the event that a county-wide protocol regarding the video recording of statements is adopted, said protocol may be submitted in lieu of individual agency submissions).

Award Contract**Video Recording of Statements Equipment Grant****Project No.****Grantee Name**

ST13-1004-E01

Oneida County

06/25/2015

Award Conditions

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

APPENDIX D - Special Conditions

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.

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 agrees that all specifications for technology purchases exceeding \$5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

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) and domestic violence victim data on a monthly basis to DCJS. Said data must be received by DCJS within 30 days following the end of each month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). 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.

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

On a quarterly basis the Grantee will maintain 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.

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, the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

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.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2011. This report will be submitted to DCJS no later than November 11, 2011 and shall include:

- (a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
- (b) A description of the local IMPACT crime reduction strategy, including any modifications;
- (c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
- (d) A description of training provided to participating personnel in connection with Operation IMPACT;
- (e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
- (f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
- (g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
- (h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
- (i) Any other information about the program's effectiveness in reducing crime.

Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims and the number of crime guns recovered.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this

requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement.

All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to:

- (1) comply with IMPACT Partnership meeting requirements as required above; and/or
 - (2) submit full UCR Part 1 crime reports within 30 days of the end of each month, as required above; and/or
 - (3) submit monthly gun data within 30 days following the end of each month, as required above,
- 1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

IMPACT partnership meetings are required to be held monthly and structured to maximize the coordination, collaboration and accountability of partner agencies. The IMPACT co-Chairs or their designees who have the authority to make command decisions and at least one representative from every IMPACT funded agency within the partnership must attend all monthly meetings. The meetings must include an in-depth analysis of the IMPACT crime focus, performance measure outcomes and the need for strategy modification when applicable. Documented summaries including performance measure outcomes from each meeting with general plans and contributions of funded agencies in addressing crime problems shall be forwarded to DCJS within five (5) business days of the meeting.

Award Contract**Video Recording of Statements Equipment Grant****Project No.****Grantee Name**

ST13-1004-E01

Oneida County

06/25/2015

APPENDIX G

PROCEDURAL GUIDELINES FOR THE CONTROL OF SURVEILLANCE EQUIPMENT

1. PURPOSE

The purpose of these guidelines is to set forth the minimum requirements for insuring the security and control of surveillance equipment purchased or leased under the project.

2. SURVEILLANCE EQUIPMENT DEFINED

As used in these guidelines, surveillance equipment@ means, but is not limited to, any instrument or device used or primarily intended for use in:

- a) the surreptitious interception of aural communications; or
- b) the recording or re-recording of aural communications; or
- c) the surreptitious interception of direct frequency indicators.

Such equipment includes, but is not limited to, the following: tape recorders, including miniaturized tape recorders; microphones; induction coils; transmitters; video equipment; receivers; amplifiers; dial recorders; touch tone@ decoders; and vehicle tracking systems.

3. FACILITY FOR STORAGE, ISSUANCE, AND RETURN

The Grantee shall store surveillance equipment in as few facilities or locations as possible in order to centralize storage, issuance, and return of such equipment. Each facility or location must be a secure one.

4. INVENTORY CONTROL

The Grantee shall maintain a system of inventory control for all surveillance equipment by providing for identification of each item of equipment and maintaining a record of custody and location of each item at all times.

5. STORAGE OF EQUIPMENT

The grantee shall adopt procedures to assure that surveillance equipment which is not currently being used for official purposes is stored only at an authorized facility.

6. INSPECTION BY THE DIVISION OF CRIMINAL JUSTICE SERVICES

Authorized representatives of the Division of Criminal Justice Services may, at all reasonable times, inspect grant surveillance equipment, the facilities in which they are stored, and the records relating to inventory control.

Nothing contained herein shall authorize the inspection of records relating to surveillance equipment which identify the particular investigation in which such equipment has been or is being used.

Certified by - on

Award Contract

Video Recording of Statements Equipment Grant

Project No.

ST13-1004-E01

Grantee Name

Oneida County

06/25/2015

Amendment created on - 06/05/2015

Prior Contract Terms

Contract Start Date - 01/01/2014

Contract End Date - 12/31/2014

Contract Amount - \$19,832.00

APPENDIX X

AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

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

Certified by - on

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

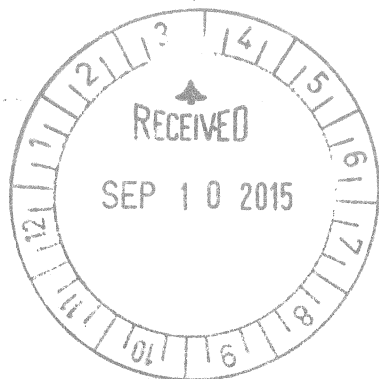
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan

Dawn Catera Lupi
First Assistant

Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais



FN 20 15-349

PUBLIC SAFETY

WAYS & MEANS

July 10, 2015

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

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$72,750.00. The grant period is from April 1, 2015 through September 30, 2016. 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.

Please expedite this as soon as possible, as the contract will be ending very soon.

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 8/10/15

SDM/jl

Sincerely,

Scott D. McNamara
Oneida County District Attorney

Oneida County District Attorney

Competing Proposal: JL

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

NYS Division of Criminal Justice Services

Title of Activity or Service:

Aid to Prosecution

Proposed Dates of Operation:

04/01/15 – 09/30/16

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$72,750.00 in state dollars

Account #

A2201

A1165.101

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C444395 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Aid to Prosecution <u>DCJS NUMBERS:</u> AP15444395 AP16444395 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2015 TO 09/30/2016 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$72,750.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>Appendix M MWBE Contract Requirements (Local Assistance)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p><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".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP15-1032-D00

Oneida County

07/10/2015

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

Aid to Prosecution

Project No.

Grantee Name

AP15-1032-D00

Oneida County

07/10/2015

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and

if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884

email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414

email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

Award Contract

Aid to Prosecution

Project No.**Grantee Name**

AP15-1032-D00

Oneida County

07/10/2015

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

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

B. For Federally funded grants:

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

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

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

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

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

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

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

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

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

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

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

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

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

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

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

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

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

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

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

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

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

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

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

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

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the

Hatch Act (5 U.S.C. "1501 et seq.) as amended.

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

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

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

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

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

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

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

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

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

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers

for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

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

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the

Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

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

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

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

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

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

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

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

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

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

same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract**Aid to Prosecution**

Project No.

Grantee Name

AP15-1032-D00

Oneida County

07/10/2015

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$48,500.00	\$48,500.00	\$48,500.00	\$0.00
Justification: 12 Months (4/1/15 - 3/31/16) Grant will fund 50% of annual salary of \$97,000. Total hours worked per week is 35. The total hours per week on grant 17.5. To enhance the prosecution of repeat violent and serious felony offenders. Experienced personnel will seek maximum sentences which will minimize the plea bargaining option.						
Total				\$48,500.00	\$48,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$48,500.00	\$48,500.00	\$0.00

- Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$24,250.00	\$24,250.00	\$24,250.00	\$0.00
Justification: 6 Months (4/1/16 - 9/30/16) Grant will fund 25% of annual salary of \$97,000. Total hours worked per week is 35. The total hours per week on grant 8.75 hours. To enhance the prosecution of repeat violent and serious felony offenders. Experienced personnel will seek maximum sentences which will minimize the plea bargaining option.						
Total				\$24,250.00	\$24,250.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$24,250.00	\$24,250.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$72,750.00	\$72,750.00	\$0.00

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

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APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

- DCJS approval of non-competitive consultant.
- DCJS approval of non-competitive vendor for services.
- DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
- DCJS approval of change to Personal Services by more than 10 percent.
- DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
- DCJS approval to subaward to another organization.
- DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
- DCJS approval to reallocate funds between Personal Services and Non Personal Services.

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

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Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP15-1032-D00

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APPENDIX D - Work Plan**Goal**

Enhance investigations and vertical prosecutions through increased efficiency of the Prosecutor's office resulting in decreased violent crime and safer communities.

Objective #1

To maintain experienced prosecutors utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical prosecution.

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment to the Aid to Prosecution Program, and designate experienced prosecutors to handle these cases.

Performance Measure

- 1 Names and years of experience of personnel funded under the Aid to Prosecution program, update quarterly if any changes.
- 2 Approximate percentage of time personnel are dedicated to ATP cases.
- 3 Number of Indictments including SCIs (Superior Court Information).
- 4 Number of Indictments/SCIs designated as ATP cases.
- 5 Number of ATP dispositions.
- 6 Number of ATP sentences.
- 7 Percentage of cases where vertical prosecution is used.

Objective #2

To reduce crime through investigations and enhanced vertical prosecution by targeting violent and non-violent felony crimes.

Task #1 for Objective #2

Target repeat and serious felony offenders in the following order of priority:

1. Repeat offenders, as defined by Penal Law Article 70, and charged with a violent felony classification of robbery, rape, burglary, homicide or aggravated assault.
2. Violent felony offenders including but not limited to defendants charged with the following violent felony offenses: murder, murder or assault of a police/peace officer, manslaughter, assault, kidnapping, rape, arson, sodomy, sexual abuse, robbery, burglary, criminal possession of a weapon and criminal sale or use of a firearm.
3. Repeat offenders charged with a non-violent felony offense.
4. All other felony offenders including but not limited to defendants charged with the following offenses: narcotics offenses, burglary, forgery, grand larceny, criminal possession of stolen property, robbery, assault, sex offenses, and offenses involving firearms.

Performance Measure

- 1 Average case processing time for cases closed this period (Superior Court Arraignment to Final disposition).

- 2 Submit data regarding the number of diversions as alternatives to incarceration.
- 3 The percentage of cases sentenced to incarceration (state and local).

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals. Submission of various DCJS MWBE forms are required.

Performance Measure

- 1 Submission of DCJS 3309: Local Assistance MWBE Non Personnel Service Determination Worksheet.
- 2 Submission of DCJS 3301: Local Assistance MWBE Subcontractor-Supplier Utilization Proposal Form.

Identify if you are on target to meet the established Minority and Women Business Enterprise spending goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**

Award Contract

Aid to Prosecution

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Award Conditions

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

APPENDIX D - Special Conditions

Grantee agrees that if the project is not implemented 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 implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly 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

Failure to adhere to these provisions may result in the disallowance of expenditures.

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 Executive Deputy Commissioner of the Division of Criminal Justice Services.

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

Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this

agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/uct_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

All District Attorney Offices receiving Aid to Prosecution funding will be required to provide quarterly updates on the current status of the DNA hits in their jurisdiction.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Grantee agrees that if the project is not implemented 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 implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

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Failure to adhere to these provisions may result in the disallowance of expenditures.

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Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/docutments/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

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Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:http://www.criminaljustice.ny.gov/crimnet/ojsa/crimreporting/uct_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

All District Attorney Offices receiving Aid to Prosecution funding will be required to provide quarterly updates on the current status of the DNA hits in their jurisdiction.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP15-1032-D00

Oneida County

07/10/2015

Appendix M MWBE Contract Requirements (Local Assistance)**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES****I. General Provisions**

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractors demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

4. The Contractors EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

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

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract

cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract. .

VER5/13/13

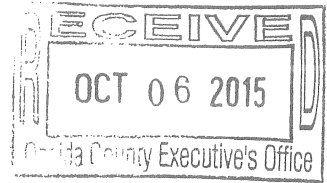
Certified by - on



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol



October 2, 2015

FN 20 15350

PUBLIC SAFETY

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

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

WAYS & MEANS

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

Date: 10/6/15

Dear County Executive Picente:

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP) for FY 2015. The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose. The FY 2015 grant funds will be used to upgrade security equipment in the jail.

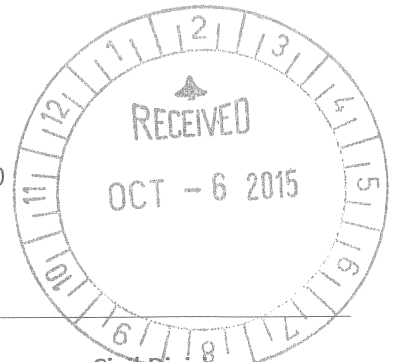
The FY 2015 grant award is \$17,218. Justice Services Inc. is entitled to a commission of the award. The remaining funds will be used to upgrade security equipment in the jail. I respectfully request that this matter be acted on at the Board of Legislators first **November** board meeting.

The Supplemental Appropriation request is as follows:

Increase:	A3110.1951	Fees/Service	\$2,788.00
	A3151.493	Maintenance, Repair & Service Contracts	\$14,430.00

This supplemental appropriation will be fully supported by revenue currently held in:

Increase:	A4250	Federal Aid-Alien Assistance	\$17,218.00
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Administrative Office
6065 Judd Road Oriskany, NY 13424
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Fax (315) 765-2205

Law Enforcement Division
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Voice (315) 736-0141
Fax (315) 736-7946

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

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

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Joseph Llsi

Sheriff Robert M. Maciol

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Maciol', written over a large, stylized flourish.

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director

Administrative Office

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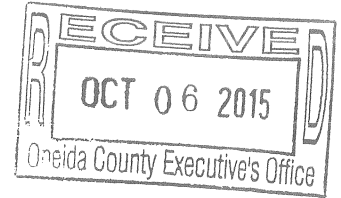
Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

October 2, 2015

FN 20 15-357



PUBLIC SAFETY

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

WAYS & MEANS

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 10/6/15

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2015 Supplemental Appropriation of Funds of \$107,397.00 to be used to start the School Safety Officers contract at the Whitesboro School District. The contract has been passed and the creation of new part time positions has begun. We are in the process of equipping each officer for the position as well. There will be NO County dollars spent on this contract, as the County will be reimbursed from the School District.

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

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

<u>Revenue Account</u>		<u>Amount</u>
A2735.1	Reimburse From Whitesboro School	\$107,397.00

<u>Expense Account</u>		<u>Amount</u>
A3121.102	Temporary Help	\$46,746.00
A3121.295	Other Equipment	\$31,500.00
A3121.436	Uniforms	\$12,075.00
A3121.4365	Body Armor	\$12,000.00
A3121.491	Other Material	\$1,500.00
A3121.830	Social Security	\$3,576.00



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Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Administrative Office

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County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Joseph Lisi

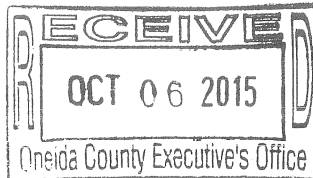
Sheriff Robert M. Maciol

FN 20 15-352

PUBLIC SAFETY

October 6, 2015

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



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

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

WAYS & MEANS

Date 10/6/15

Dear County Executive Picente:

The Sheriff's Office would like request a year 2015 supplemental appropriation for the use of forfeiture funds. These funds are received when assets are acquired as part of a law enforcement seizure. These funds are placed in a restrictive account (A889-889/8) with sufficient funds available in the account. Within the limitations set for the use of these funds, I am requesting that money be transferred to our vehicle expense account to equip vehicles. I respectfully request that this matter be acted on at the Board of Legislators first **November** board meeting.

I am respectfully requesting the following 2015 supplemental appropriation:

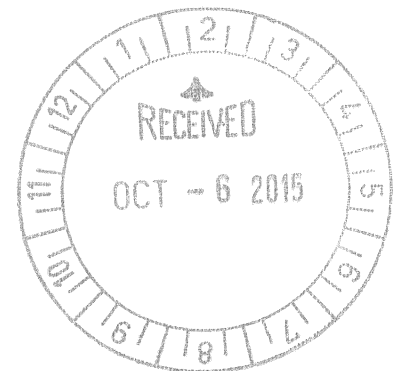
Increase:	A3110.2512	Auomotive Equipment	\$5,000.00
Decrease:	A889-889/8	Sheriff's Forfeiture Restricted	\$5,000.00

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

Sincerely,

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director
Sheryl Brown, Audit and Control



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Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

September 24, 2015

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

FN 20 15-35

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

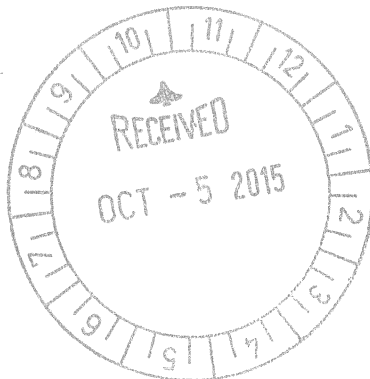
The Sheriff's Office is requesting approval of the attached contract with Holland Patent School District. This contract is a reimbursement contract for the 2015-2016 school year and will pay for (1) Deputy currently used as School Resource Officer at the School Campus in Holland Patent.

This Agreement requires Board approval at the Board's next meeting date.

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

Sincerely,

Robert M. Maciol
Sheriff



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

Anthony J. Picente, Jr.
County Executive
Date 10/5/15

Administrative Office
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Fax (315) 798-6495

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office
Providing Service to: Holland Patent Central School District

Title of Activity or Service: School Resource Officer

Proposed Dates of Operation: September 8, 2015 – June 30, 2016

Client Population/Number to be Served: Members of the Holland Patent School District

Summary Statements

1) Narrative Description of Proposed Services: School Resource Officer to be used at the Holland Patent School District Campus

2) Program/Service Objectives and Outcomes: Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to students and staff.

3) Program Design and Staffing: September 8, 2015 – June 30, 2016 School Year; School Resource Officer to be utilized at Holland Patent School campus

Total Funding Requested: None

Account #: A2735 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: Holland Patent School District will reimburse the Sheriff's Office for the cost of the School Resource Officer.
This is a good program. The district is please with the presence of the SRO.

AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE, COUNTY OF ONEIDA
AND
HOLLAND PATENT CENTRAL SCHOOL DISTRICT

THIS AGREEMENT, made and entered into, by and between the Oneida County Sheriff, a public officer duly elected under the laws of the State of New York, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "Sheriff", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its' principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "County" and the Holland Patent Central School District, located at 9601. Main Street, Holland Patent, New York 13354, hereinafter referred to as "District".

WITNESSETH

WHEREAS, the District wishes to secure the services of a one School Resource Officer, (SRO), for the 2015-2016 school year, to serve as a law enforcement officer, role model, and as a resource to students and families at the Holland Patent Central School District facilities and related Holland Patent Central School District programs; and

WHEREAS, the Sheriff, the County and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of the District and related District programs; and

WHEREAS, the Sheriff, the County and the District declare that the parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District;
2. To increase the physical presence of the SRO within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling and advice to troubled students and staff within the District.

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District.

NOW THEREFORE, in consideration of the mutual promises made herein, the Sheriff, the County and the District agree as follows:

1. Assignment of the SRO. The Sheriff shall assign one uniformed officer as SRO to serve in the District according to a schedule established by mutual agreement between the Sheriff and the District. The SRO will wear the uniforms issued by Oneida County Sheriff's Office including a sidearm in an authorized holster when appropriate.
2. Supervision of the SRO. The SRO will be under the supervision of a designated member of the Sheriff's Law Enforcement Division and shall coordinate his/her activities at the District with the Holland Patent Central School District Principal or designee.
3. Duties of the SRO. The SRO duties shall be as follows:
 - a. Provide for the security and safety of all students, staff and visitors.
 - b. Protect school property and maintain order in and around the school site.
 - c. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
 - d. Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds and provide the appropriate documentation for such investigations.
 - e. Report all violations of law, school rules, regulations or policies to school administration.
 - f. Enforce New York State laws, rules and regulations.
 - g. Act as liaison with police and fire officials.
 - h. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property.
 - i. Screen all persons entering the building or school grounds when in a position to do so. Take necessary action to prohibit loitering and trespassing on school grounds.
 - j. Become familiar with all hidden recesses in the building and check them periodically.
 - k. Become familiar with the Student Code of Conduct, particularly prohibited items such as cell phones, pagers, iPods, wearing of hats, etc. Take required action to enforce the Code of Conduct and/or seize prohibited items.
 - l. Enforce the Student Code of Conduct.
 - m. Maintain post integrity. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees.

- n. Report for duty in a timely manner. If unable to work, give prior notification to the District and the Sheriff to make sure that a substitute or other arrangements have been made to insure a uniform presence by the Sheriff's Office at the District.
- o. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.
- p. Act as a mentor to students by maintaining an appropriate casual relationship with students; attempt to develop a rapport with students.
- q. Develop a common working relationship with the staff of the District.
- r. Report directly to the Principal or his/her designee.
- s. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.

4. Sheriff's Responsibilities. The Sheriff further agrees as follows:

- a. To provide an SRO who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
 - Ability to related to youth, especially the "at risk" and "special needs" populations;
 - Working knowledge of social service providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth;
 - Meets all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure the SRO or their substitute spends an average of 35 hours per week, per officer, on-site at the District's facilities between September and June when school is in session.
- c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- d. Submit quarterly vouchers to the District for services rendered.

- e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.

5. District's Responsibilities. The District's responsibilities under this program are as follows:

- a. Implement the SRO program in accordance with guidelines established herein by the parties.
- b. Designate an employee as the School Representative through which day to day business contact will be conducted with SRO.
- c. Provide the SRO with full access to school facilities, personnel and students.
- d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
- e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
- f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
- g. Evaluate the program and administer annual assessment of partnership/program.
- h. Make recommendations and program adjustments as appropriate.

6. Confidentiality and Disclosure of Records.

(a) *Confidentiality.* The parties agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.

(b) *Records Disclosure.* The Sheriff, the County and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), the New York State Education Law Section 2-D, and regulations promulgated under those laws, as the same may be amended from time to time. Attached hereto and made a part of this Agreement are the terms required by New York Education Law Section 2-D concerning the disclosure of protected personally identifiable student, principal and teacher information from disclosure.

(c) HIV Related Information.

(i). *Non-Discrimination.* The Sheriff, the County, the assigned SRO and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV related test. It is agreed that the Sheriff and any member of his staff with 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 disclosure in violations of State Law and Regulations.

(ii). *Re-disclosure*. The following written statement must be included 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. Requirements of New York State Education Law Section 2-d

(a) The purpose of this Agreement may require the disclosure of certain personally identifiable student information (hereafter referred to as “PII”), as defined by Education Law §2-d (1) (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SRO. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services to be provided under the Agreement. Upon expiration of this Agreement, the SRO and/or substitute must securely return or destroy all PII to the District that remains in its possession.

(b) If PII is disclosed to the SRO and/or substitute by the District for purposes of the SRO providing services to the District, the SRO and County must additionally comply with the following express requirements of New York State Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014), any implementing regulations and/or any data privacy security/privacy policy adopted by the District:

1. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
2. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
3. Not use the education records for any other purposes than those explicitly authorized in its contract;
4. Except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party;
5. Without the prior written consent of the parent or eligible student; or
6. Unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided

the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

7. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and

8. Use encryption technology consistent with Education Law §2-d and any implementing regulations.

(c) The Parents Bill of Rights and the attachment to the Parents Bill of Rights are annexed to this Agreement as **Addendum 1**, the terms of which are incorporated herein by reference.

8. Entire Agreement, Amendments, Applicable Law and Savings. The parties agree that this agreement and any addenda incorporated into this agreement whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement require the written consent of all parties. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. In the event that a portion of this agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the remainder of the agreement shall continue in full force and effect.
9. Term of Agreement. This Agreement is effective beginning on September 8, 2015 and expires on June 30, 2016 without notice, unless terminated earlier as provided in this Agreement.
10. Resolution of Issues/Termination.
- a. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
 - b. If circumstances arise that the Sheriff feels warrant termination of this Agreement on his part, he must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
 - c. The parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Sheriff must proceed diligently with contract performance. Each party waives any dispute or claim not made in writing and received by the other parties within thirty (30) days of the occurrence giving rise to the dispute or

claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.

11. Compensation.

A. *Basic Payment.* The District agrees to pay the Sheriff the full rate of pay and fringe benefits contained in the Collective Bargaining Agreement for the Sheriff and the County in effect at the time that services are provided. Said rates may change upon any future signed Collective Bargaining Agreement. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of ratification of any Agreement affecting said rates, and compensation under this Agreement shall be adjusted accordingly. Pursuant to the current Collective Bargaining Agreement, which expires December 31, 2015, the estimated rate is the sum of \$64,500 for the 2015-2016 school year. The payment would cover the normal work day and week (Monday – Friday, 7:30 AM to 3:30 PM), up to the maximum regular hours per week not to exceed 35 hours.

b. *Additional Hours.* If additional coverage is deemed necessary by the District beyond the normal 7 hour work day and 35 hour work week, the rate to be paid by District to County for such additional hours of work will be the current hourly rate for special Sheriff details as set by the Collective Bargaining Agreement then in effect.

c. *Incidental and Unrelated Costs.* Incidental costs to include pager, vehicle, uniforms and ongoing training costs shall be covered by the Sheriff. Any time spent by the SRO that is not related to the interest of the District will not be considered time worked as an SRO or reimbursed by District. Any expenses or financial obligations made by an SRO without the prior approval of the District will become the responsibility of the Sheriff.

d. *Billing & Payment.* The District agrees to pay the Sheriff on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, name and any attached data including the date and times worked by the SRO.

12. Status of the Parties It is expressly understood and agreed that the legal status of the Sheriff and County, its officers and employees, vis-à-vis the District under this Agreement is that of an independent Contractor, and in no manner shall the SRO be deemed an employee of the Holland Patent Central School District. The County agrees, during the term of this Agreement, to maintain at its expense those benefits to which the SRO, as its employee, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Holland Patent Central School District with certification of such insurance upon request. The County remains responsible for all applicable federal, state and local taxes, and all FICA contributions. In the event of injury occurring to the SRO while working at the District, the District will pay the County the sum of \$50.00 per day up to a maximum of seven (7) days for such period that the SRO is unable to work due to such injury.

13. Indemnification & Insurance.

a. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding.

b. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

c. The District agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). The District agrees to have the Sheriff and the County added to said insurance policies as additional insureds, as their interest may appear and to provide the Sheriff and the County with a certificate from said insurance company or companies showing coverage as herein before required, such Certificate to show the Sheriff and the County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the Sheriff and the County of at least thirty (30) days.

d. The County agrees that it will, at its own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). The County agrees to have the District added to said insurance policies as a named additional insured, as its interest may appear, and to provide the District with a certificate from said insurance company or companies, showing coverage as herein before required, such certificate to show the District as additional insured and to provide that such coverage shall not be terminated without written prior notice to the District of at least thirty (30) days.

14. No Special Duty. Nothing in this agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety or security.

15. Suspension Of Work.

a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the Sheriff will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on Contractor spending, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the Sheriff shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.

b. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

16. No party may assign this agreement, any part hereof, or any rights hereunder, without the written advance consent of both other parties.


IN WITNESS WHEREOF, the County, the Sheriff, and the District have signed this Agreement on the day and year first written below

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For the Oneida County Sheriff's Office:



Robert M. Maciol
Oneida County Sheriff

Date

9/23/15

For the District



Print Name:
BOARD PRESIDENT
HOLLAND PATENT CENTRAL SCHOOL DISTRICT

Date

9-2-15

PLD

Approved as to Form

Oneida County Attorney

Addendum A-1

Rev. 7-29-14

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

- (A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.
 - o PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.
 - o However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.
- (B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.
 - o This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.
 - o NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.

- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.

- o When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of,

any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ATTACHMENT

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational

interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities,

such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

HOLLAND PATENT CENTRAL SCHOOL DISTRICT
"Parents Bill of Rights for Data Privacy and Security"

1. A student's personally identifiable information (PII) cannot be sold or released by the District/BOCES for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the District/BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED will develop policies and procedures pertaining to this right some time in the future.
3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with the District/BOCES about possible privacy breaches of student data by the District's/BOCES' third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Kathleen M. Davis, Superintendent, Holland Patent Central School District, 9601 Main Street, Holland Patent, NY 13354. Phone: 315-865-7200. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Office of the Sheriff

County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens



Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

July 27, 2015

FN 20 15-354

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting that Oneida County enter into a contract with the New York State Canal Corporation to patrol the Canal and Canalway trail. This Office has been awarded a \$40,000 matching grant. The Canal Corporation's portion will be \$40,000 and Oneida County's portion will be \$13,334. This grant will expire March 31, 2016.

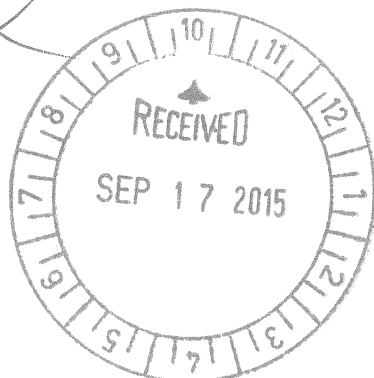
The monies obtained from this grant will be used to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline.

This Grant requires Board approval at the Board's next meeting date.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 9/15/15

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Grant)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: NYS Canal Corporation

Title of Activity or Service: Matching Grant

Proposed Dates of Operation: April 1, 2015 – March 31, 2016

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: Marine Patrol of the Canal and Canalway trails in Oneida County (approximately 32 miles east to west).

2) Program/Service Objectives and Outcomes: To establish frequent patrols of the Canalway trails by ATV, Snowmobile and Mountain Bike Patrols as well as Marine Patrol throughout the navigable season. This would be a deterrent to illegal activity and provide a proactive approach to keeping these areas safe and enjoyable for everyone's use.

3) Program Design and Staffing: This grant will allow for the funding to reimburse our expenses related to manpower costs and normal operating expenses such as gasoline.

Total Funding Requested: \$13,334 for matching funds

Account #: A3120 & A3315 (Revenue)

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): State funds – 75% (\$40,000), County funds 25% (\$13,334). **The County must provide matching funds of \$13,334 for this grant.**

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: This revenue will help to offset expenses incurred by patrolling the canal and canalway trails in Oneida County.

NEW YORK STATE CANAL CORPORATION

Grant Agreement for

The 2015 Marine Patrol Grants ONEIDA COUNTY SHERIFF'S OFFICE

This AGREEMENT (hereinafter "Agreement") is made this **1st day of April, 2015**, by and between the New York State Canal Corporation (hereinafter the "CANAL CORPORATION"), a public corporation and subsidiary of the New York State Thruway Authority (hereinafter the "AUTHORITY"), organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and the **Oneida County Sheriff's Office** (hereinafter the "LOCAL SPONSOR") with offices at **6055 Judd Road, Oriskany, NY 13424**.

WITNESSETH:

WHEREAS, the CANAL CORPORATION is statutorily responsible for, among other things, operating, maintaining, improving, developing and promoting the 524-mile waterway known as the New York State Canal System; and

WHEREAS, in furtherance of these responsibilities, the CANAL CORPORATION wants to encourage police and public safety coverage on New York's Canals and Canalway Trail; and

WHEREAS, the CANAL CORPORATION does not have its own dedicated marine patrol but instead relies on local law enforcement; and

WHEREAS, the New York State Canal System has been designated a No Discharge Zone making it illegal to discharge sewage from vessels into the waterbody; and

WHEREAS, the LOCAL SPONSOR is eligible and has applied for funds to provide marine patrol services (hereinafter the "SERVICES") along the Canals and Canalway Trail; and

WHEREAS, the CANAL CORPORATION believes that police, public safety and environmental protection measures are most effective when set and administered at the local level, and desires to assist the LOCAL SPONSOR in partially funding such coverage along the Canal and Canalway Trail; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CANAL CORPORATION and the LOCAL SPONSOR hereby agree as follows:

1. Agreement Term: The term of this Agreement shall commence on April 1, 2015 and shall terminate on March 31, 2016.
2. Agreement Amount: The CANAL CORPORATION agrees to make available to the LOCAL SPONSOR a sum not to exceed \$40,000.00 (hereinafter the "GRANT"). This sum shall cover no more than 75% of the total cost of the SERVICES.
3. Reimbursement Provisions:
 - a. Reimbursement shall be made to the LOCAL SPONSOR upon approval by the CANAL CORPORATION of vouchers executed by an authorized officer of the LOCAL SPONSOR accompanied by such receipts and documents verifying expenditures as may be required by the CANAL CORPORATION. Reimbursement requests shall include a certification by the LOCAL SPONSOR that the requested funds do not duplicate reimbursements for costs and services received from other sources.
 - b. No more than two reimbursement requests will be accepted. The final voucher must be submitted within 30 days from the end of the Agreement.
 - c. In no event will the CANAL CORPORATION process any reimbursement request that would cause the aggregate reimbursement for the SERVICES to exceed the GRANT amount set forth in paragraph 2 of this Agreement.
 - d. The LOCAL SPONSOR shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce such records for examination by the CANAL CORPORATION.

Records must be maintained so that they can be provided for examination at any time during the term of the Agreement and for a period of six (6) years after the termination of the Agreement.

4. Scope of Services:

Marine Patrol Services shall include:

- Enforcing all applicable laws, rules and regulations within the LOCAL SPONSOR'S authority and jurisdiction;
- Educating boaters on boating safety;
- Enforcing the Clean Vessel Act and educating boaters on the New York State Canal System's designation as a No Discharge Zone.

5. Representations, Warranties and Covenants:

The LOCAL SPONSOR represents, warrants and covenants that:

- a. In conducting the SERVICES the LOCAL SPONSOR will patrol waters on, or contiguous to, the current and historical alignments of the New York State Canal System, and provide supporting documentation of doing so.
 - b. All officers assigned to patrols of the Canal and Canalway Trail supported by CANAL CORPORATION funding shall have appropriate certifications and accreditations for the operation of equipment utilized in the course of their patrols.
 - c. All vessels assigned to patrol the New York State Canal System and supported by CANAL CORPORATION funding shall have all required registrations and comply with the Clean Vessel Act.
 - d. The GRANT shall be used solely for eligible expenses and no materials purchased with the GRANT will be used for any other purpose other than to provide the SERVICES.
6. Independent Contractor: LOCAL SPONSOR is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, LOCAL SPONSOR covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the CANAL CORPORATION and that neither LOCAL SPONSOR nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CANAL CORPORATION, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.
7. Liability: LOCAL SPONSOR shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Indemnification: The LOCAL SPONSOR shall indemnify and protect and hold harmless the CANAL CORPORATION, the Authority and the State of New York, as their interests may appear, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages, and costs of every name and description arising out of the performance or non-performance by the LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and

licensees of the SERVICES provided for in connection with this Agreement. Such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement.

9. Insurance: The LOCAL SPONSOR must procure prior to commencement of SERVICES under this Agreement and maintain until this Agreement is completed, insurance of the kinds and in the amounts specified below.

A. General Conditions:

- a. All insurance required by this Agreement shall be obtained at the sole cost and expense of the LOCAL SPONSOR.
- b. All insurance required by this Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the CANAL CORPORATION, with an A.M. Best rating of "A-" or better. The CANAL CORPORATION may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Notwithstanding the foregoing, nothing herein shall be construed to require the CANAL CORPORATION to accept insurance placed with a non-authorized carrier under any circumstances.
- c. All insurance required by this Agreement shall be primary to any CANAL CORPORATION self-insurance policy or CANAL CORPORATION self-insurance program, which shall be excess and non-contributory.
- d. The LOCAL SPONSOR shall furnish CANAL CORPORATION with Certificate(s) of Insurance on ACORD Form 25, accompanied by the CANAL CORPORATION Supplemental Insurance Certificate, for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with CANAL CORPORATION insurance requirements set forth herein. A copy of every required Endorsement shall be furnished to CANAL CORPORATION. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board forms as listed in Sections 9(B)(b) and 9(B)(c) below.
- e. All policies, by specific endorsement, shall provide for written notice to the CANAL CORPORATION no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by mail to: Insurance Compliance Section, Office of Investments and Asset

Management, New York State Thruway Authority, P.O. Box 189,
Albany, New York 12201-0189.

- f. If insurance policies utilized for CANAL CORPORATION projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance and the CANAL CORPORATION Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of \$50,000 will require review and approval by the CANAL CORPORATION. Additional security or other requirements may be imposed at the sole discretion of the CANAL CORPORATION.
- g. Insurance policies with Self-Insured Retentions (SIRS) must receive prior approval by the CANAL CORPORATION. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party and contain a complete description of the program. SIR programs in excess of \$50,000 must be administered by a third party administrator and must also meet additional security requirements. The CANAL CORPORATION at its sole discretion reserves the right to require the LOCAL SPONSOR to provide additional collateral or to reject the use of an SIR by the LOCAL SPONSOR. The LOCAL SPONSOR will be solely responsible for all claims, expenses and loss payments within the retention limit.
- h. The LOCAL SPONSOR shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the CANAL CORPORATION, within twenty (20) days of such request.
- i. Failure of CANAL CORPORATION to demand such certificates, policies, endorsements, or other evidence of full compliance with CANAL CORPORATION insurance requirements, or failure of CANAL CORPORATION to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the LOCAL SPONSOR'S obligation to maintain such insurance.
- j. Failure to maintain the required insurance and provide proof of such coverage to CANAL CORPORATION may, in CANAL CORPORATION'S sole discretion, result in termination of this Agreement, or in delay or stoppage of payments.
- k. At least two weeks prior to the expiration of any policy required by this Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the CANAL CORPORATION as the required minimum amounts set forth in Section 9(B)(a) must be furnished to the CANAL CORPORATION.
- l. By requiring insurance, CANAL CORPORATION does not represent that certain coverages and limits will necessarily be adequate to

protect the LOCAL SPONSOR, and such coverages and limits shall not be deemed a limitation on the LOCAL SPONSOR'S liability under the indemnities granted to CANAL CORPORATION under any provision of this Agreement.

- m. The LOCAL SPONSOR shall waive all rights against CANAL CORPORATION and its agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, Business Auto policy, and Umbrella policy, as required.
- n. The LOCAL SPONSOR shall provide a copy of these CANAL CORPORATION Insurance Requirements to its insurance producer(s) and insurance carrier(s).

B. Coverages:

- a. Commercial General Liability - the LOCAL SPONSOR shall maintain commercial general liability (CGL) insurance with no less than the following limits:

▪ Each Occurrence Limit:	\$1,000,000
▪ General Aggregate:	\$2,000,000
▪ Products/Completed Operations Aggregate:	\$2,000,000
▪ Personal/Advertising Injury Liability:	\$1,000,000
▪ Fire Damage Legal Liability:	\$ 100,000
▪ Medical Expense	\$ 5,000

The CANAL CORPORATION, AUTHORITY and the State of New York shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL policy.

The CGL Policy shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the CANAL CORPORATION.

- b. Workers' Compensation – the LOCAL SPONSOR shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by New York State Worker's Compensation Law.

If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act Endorsement must be provided.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) C-105.2 – Certificate of Workers' Compensation Insurance
 - (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.
 - (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.
- c. Disability Benefits – the LOCAL SPONSOR shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by New York State Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:
- (1) DB-120.1 – Certificate of Insurance Coverage under the New York State Disability Benefits Law.
 - (2) DB-155 – Certificate of Disability Self Insurance.
 - (3) CE-200 – Certificate of Attestation of Exemption.
- d. Marine Protection and Indemnity Coverage – the LOCAL SPONSOR shall provide and maintain Marine Protection and Indemnity (MPI) coverage under a marine policy providing coverage for all marine operations under this Agreement, with a minimum limit of \$1 million per occurrence/\$2 million aggregate. The CANAL CORPORATION, AUTHORITY and the State of New York shall be endorsed as additional insureds under the policy.
- e. Self Insurance: The LOCAL SPONSOR may elect to self-insure the CGL and/or MPI coverages with the approval of the CANAL CORPORATION. The approval to self-insure will be at the CANAL CORPORATION'S sole discretion. If the LOCAL SPONSOR self-insures, all of the provisions of the Grant relating to or affected by insurance required to be maintained by the LOCAL SPONSOR shall apply as if the LOCAL SPONSOR had in fact maintained policies of insurance in lieu of self-insurance, including, without limitation, benefits, if any, available to additional insureds. The CANAL CORPORATION, AUTHORITY and the State of New York shall receive the same coverage and protection under the LOCAL SPONSOR'S self-insurance as if it were named as an additional insured under the policies required pursuant to this section. The LOCAL SPONSOR will waive all subrogation rights under such self-insurance to the same extent such waiver is required under third party insurance.

10. Notices: All notices permitted or required to be given hereunder, except service of process as specified in Appendix A to this Agreement, shall be in writing and shall be transmitted using one of the following methods:
- (a) certified or registered United States mail, return receipt requested;
 - (b) facsimile transmission;
 - (c) personal delivery;
 - (d) expedited delivery service; or
 - (e) electronic mail
11. Termination: This Agreement may be terminated at any time upon the mutual written consent of the CANAL CORPORATION and LOCAL SPONSOR. The CANAL CORPORATION may terminate this Agreement immediately, upon written notice of termination to the LOCAL SPONSOR, if the LOCAL SPONSOR fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
12. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties thereto.
13. Standard Contract Clauses and Appendices Incorporated by Reference: LOCAL SPONSOR agrees to comply with all of the terms and conditions set forth in Appendix A attached hereto and expressly made a part of this Agreement as fully as if set forth at length herein.

Appendix A - Standard Clauses

Exhibit 1 - Supplemental Insurance Certificate (TA-W51343-9)

If any conflict or discrepancy should arise in the terms, conditions or technical documents of this Agreement or the interpretation thereof, the order of precedence for resolution shall be:

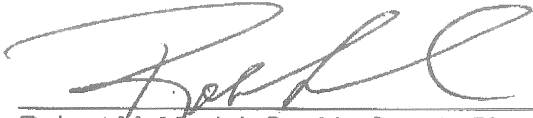
1. Appendix A
2. Agreement including all other Appendices

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written:

NEW YORK STATE CANAL CORPORATION

LOCAL SPONSOR

Robert L. Megna, Acting Executive Director



Robert M. Maciol, Oneida County Sheriff

Date: _____

Date: 6/19/15

Federal ID #: _____

Approved as to Availability of Funds:

Anthony J. Picente Jr., Oneida County Executive

Authority Chief Financial Officer and Treasurer

Date: _____

Date: _____

Approved as to Policy:

Director of Purchasing

Recommended By:

Director, Canal Corporation

NEW YORK STATE CANAL CORPORATION
Contract #C010329

STATE OF NEW YORK)
) SS:
COUNTY OF ALBANY)

On this day of , 2015, before me personally came ROBERT L. MEGNA, to me known and known to me to be the ACTING EXECUTIVE DIRECTOR of the NEW YORK STATE CANAL CORPORATION, who being by me duly sworn, did depose and say that he is the ACTING EXECUTIVE DIRECTOR of the NEW YORK STATE CANAL CORPORATION, located at 200 Southern Boulevard, Albany, New York 12209, the public corporation described in and which executed the foregoing instrument; that the Board constituting the NEW YORK STATE CANAL CORPORATION has authorized him to execute the foregoing instrument; and that he signed his name thereto by such authority.

Notary Public

APPENDIX A
Standard Clauses

APPENDIX A

Standard Clauses For New York State Thruway Authority And New York State Canal Corporation Procurement Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind ("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 and its agents, successors and assigns, other than the Thruway Authority ("Authority") or Canal Corporation ("Corporation"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority/Corporation and any attempts to assign the contract without the Authority's/Corporation's written consent are null and void.

2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority or Corporation Board, if this contract involves the expenditure of funds for goods or services in excess of \$50,000, or the expenditure of funds for any other purpose in excess of \$15,000, or if, by this contract, the Authority/Corporation agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, this contract shall not be valid, effective or binding upon the Authority/Corporation until it has been approved by the State Comptroller and filed in his office.

3. **WORKERS' COMPENSATION AND DISABILITY BENEFITS.** 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 State Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State 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, military status, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

6. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was

arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority/Corporation a non-collusive bidding certification on the Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this 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. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority/Corporation within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority/Corporation shall have rights of set-off. These rights shall include, but not be limited to, the Authority's/Corporation'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 by the Contractor to the Authority/Corporation with regard to this contract, or any other contract with the Authority/Corporation, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority/Corporation for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority/Corporation and third parties in connection therewith.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority/Corporation, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of

completion of the work of the contract or the end date of the term stated in the contract. The Authority/Corporation will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority/Corporation official, in writing, that said records should not be disclosed; (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 Authority's/Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. 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 the Authority/Corporation 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.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority/Corporation 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority/Canal Corporation, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority/Corporation 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

Authority/Corporation; or (ii) a written agreement in excess of \$100,000 whereby the Authority/Corporation 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority/Corporation, 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority/Corporation will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal

employment opportunity which effectuates the purpose of this section. The Authority/Corporation 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 Authority/Corporation may waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

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

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. 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.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's/Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority/Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Authority/Corporation to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract 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 Authority/Corporation.

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 State Finance Law §165. Any such use must meet with the approval of the Authority/Corporation; 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 Authority/Corporation.

18. 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 State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

19. 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 Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies 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 Authority/Corporation;

(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 NYS 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 Authority/Corporation upon request; and

(d) The Contractor acknowledges notice that the Authority/Corporation may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority/Corporation in these efforts.

20. 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 (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

21. NON-PUBLIC PERSONAL INFORMATION. The 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). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

23. **NO WAIVER OF PROVISIONS.** The Authority's/Corporation's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority/Corporation of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority/Corporation, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

24. **ENTIRE AGREEMENT.** This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

EXHIBIT 1

Authority Supplemental Insurance Certificate



SUPPLEMENTAL INSURANCE CERTIFICATE



This form supplements ACORD 25 CERTIFICATE OF LIABILITY INSURANCE and/or Workers' Compensation/NYS Disability documentation as specified by contract/permit. For additional information, please contact the NYSTA's Insurance Compliance Section at (518) 436-2891.

Contractor/Vendor/Policyholder: _____

All Work under NYSTA/NYS/CC Project/Agreement/Permit Number: _____
 (If NYSTA/NYS/CC Permit, leave line blank unless Permit Number is known.)

Complete/check appropriate boxes:

	Yes	No	N/A
I. Commercial General Liability (CGL) Insurance			
a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 11 85 or equivalent)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the CGL provide coverage for:			
1. Explosion, Collapse and Underground Hazards (XCU)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Products & Completed Operations Liability?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Injury to Contractor's/Subcontractor's employees (Labor Law claims)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Contractual liability for the indemnification language in this Project/Agreement/Permit?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Contractors' means and methods?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Independent contractor's (Subcontractor's) operations?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the CGL policy written on ISO form CG 00 01 01 96 or an equivalent form?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. Owners/Contractors Protective Liability Insurance - Is coverage provided as required by contract?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. Builders' Risk Insurance - Is coverage provided as required by contract?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IV. Workers' Compensation			
a. Does Workers' Comp. apply to federally-regulated employment (i.e. Jones Act, USL & H)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is Workers' Comp. from a New York State licensed insurance provider?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Environmental Insurance (EI) (Including Asbestos & Lead Abatement)			
Professional Liability Insurance (PLI) (Including Errors & Omissions)			
a. Does EI cover the scope of services listed in the Project/Agreement/Permit?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Do EI defense costs reduce liability limits?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. If EI is on a claims-made basis, what is the retroactive date? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Does PLI cover the scope of services listed in the Project/Agreement/Permit?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Do PLI defense costs reduce liability limits?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. If PLI is on a claims-made basis, what is the retroactive date? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VI. Mandatory Endorsements and Other Provisions (all policies including auto liability)			
a. Is the NYSTA or NYSCC listed as an Additional Insured by ISO endorsement CG 20 10 11 85 or its equivalent, under the CGL and Umbrella policies, as required?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Do the Umbrella and/or Excess Liability Insurance policies follow the form of the primary CGL, Commercial Auto and/or Employer's Liability as applicable?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are the policies endorsed to provide 30 days advance notice to the NYSTA/NYS/CC of termination/change, except for non-payment?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Do any of the policies on the attached ACORD 25 contain a Deductible (D) or Self-Insured Retention (SIR)?..... If "Yes", indicate the specific policy, whether D or SIR, its amount, and whether it is on a per claim, per occurrence or aggregate basis: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is the Automobile Liability policy endorsed to include either ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms or ISO endorsement CA 00 12 03 06 - Truckers Coverage Form?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

It is understood that the NYSTA/NYS/CC has requested the CERTIFICATE(S) OF LIABILITY INSURANCE and this SUPPLEMENTAL INSURANCE CERTIFICATE as evidence of insurance coverage and compliance with the insurance specifications contained in the Agreement or Permit. The NYSTA/NYS/CC is relying on the representations of coverages in the policies described.

I certify that I am an authorized agent or representative of each of the insurance companies providing insurance for the above named Policyholder, and I have the authority on behalf of each such insurer to execute this SUPPLEMENTAL INSURANCE CERTIFICATE and the CERTIFICATE(S) OF LIABILITY INSURANCE.

Signed: _____
 Authorized Representative

Print Name: _____

Title: _____

Firm Name: _____

Mailing Address: _____

Date: _____

Insurer's Employee

Insurer's Agent

Insurance Broker (supply letter(s) of authorization from insurer(s))

Telephone: () - _____

Fax: () - _____

E-mail: _____

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) 793-6235
Fax: (315) 768-6299

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

September 17, 2015

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

FN 20 15-355
PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The Department of Public Works has been tasked with procuring Oneida County's natural gas and electric utilities. In 2014 the Municipal Gas and Electric Alliance (MEGA) was contacted with the intent of consolidating accounts and securing the most competitive prices for natural gas and electricity. MEGA is an aggregator of natural gas and electricity procurement. Through volume MEGA is able to provide very competitive utility rates and is structured to meet municipal competitive bid requirements. MEGA has secured an active partnership with the New York State Association of Counties (NYSAC) and over 29 Counties have enrolled. In addition there are over a thousand individual participants in the program including cities, towns, villages, and school districts. There is no cost to join MEGA.

In 2014 Oneida County enrolled in the MEGA program and contracted for electric and natural gas utility procurement accordingly. The electric utility contract will expire January 29, 2016. Constellation Energy Services of New York is the current MEGA electric utility provider. Current electric utility rates are very competitive and would generate annual savings of approximately \$100,000.00. If you concur, please forward the enclosed contracts to the Oneida County Board of Legislators for consideration.

Please note that Constellation Energy would execute the contact after Oneida County and the actual utility rate will change based on market conditions the day Oneida County signs. Market conditions are currently favorable but change daily.

Thank you for your support.

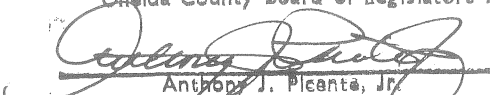
Sincerely,


Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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


Anthony J. Picente, Jr.
County Executive

Date 9/18/15

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Constellation Energy Services of New York, Inc.
3556 Lake Shore Road, Suite 420
Buffalo, NY 14219

Title of Activity or Service: Electric Utilities

Proposed Dates of Operation: 1/2/2016-1/29/2019

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Procure Oneida County's electric utilities through the Municipal Gas and Electric Alliance (MEGA). MEGA aggregates utility accounts from over one thousand municipal organizations throughout New York State and secures natural gas and electric utility rates through public competitive bid. Integrys Energy Services of New York is the electric utility provider.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$4,000,000 **Account #:** Various Operating Accounts

Oneida County Dept. Funding Recommendation: \$4,000,000

Proposed Funding Sources (Federal \$/ State \$/County \$): \$4,000,000 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONFIRMATION

This Confirmation dated 9/2/2015 is made a part of, and pursuant to terms of, the Agreement between Buyer and Seller identified herein.

SELLER: Constellation Energy Services of New York, Inc.	BUYER: Oneida County
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<p>NOTICES:</p> <p>3556 Lake Shore Rd Suite 420 Buffalo, NY 14219 Attn: Account Management Phone: (888) 649-4464 Fax: (716) 826-9725 Email: AMNY@Constellation.com</p>	<p>NOTICES:</p> <p>800 Park Avenue Utica, NY 13501 Attn: Deborah S. Joanis Phone: (315) 798-5416 Fax: Email:</p>	<p>INVOICES:</p> <p>800 Park Avenue Utica, NY 13501 Attn: Mark Laramie Phone: (315) 793-6213 Fax: Email: mlaramie@ocgov.net</p>
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QUANTITY	All usage associated with the Accounts listed below, as determined by the Utility and adjusted by Seller to include distribution losses for delivery purposes.	
DELIVERY POINT	For each Account below, the interconnect between the applicable ISO/RTO's transmission system and the applicable Utility's distribution system.	
BILLING	<input checked="" type="checkbox"/> Seller Billing (Dual Billing)	<input type="checkbox"/> Utility Single Bill Billing (Utility Consolidated Billing)
FIXED PRICING	For each billing cycle, Buyer shall pay a Fixed Charge per Account, which shall equal (i) the Fixed Rate below per kilowatt-hour (kWh), multiplied by (ii) the Account's billing cycle usage.	
MATERIAL CHANGE	Buyer acknowledges that the Pricing above has been established based on each Account's (a) 12-month historical usage as of the date of this Confirmation (as determined by the Utility) and (b) forecasted installed capacity requirement in kW reasonably calculated by Seller and adjusted based on the applicable Utility methodology and the NYISO methodology required to translate installed capacity to unforced capacity (collectively, the Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup.	
DELIVERY PERIOD	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after 1/2/2016 subject to the applicable Utility's confirmation of enrollment with Seller. The initial Delivery Period shall continue through the latest meter read date that occurs on or before 1/29/2019 . The Parties acknowledge that the dates provided are based on the applicable Utility's read schedules, and actual meter read dates may vary.	
RENEWAL	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to	

	alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.
SPECIAL CONDITIONS	Unmetered usage and non-interval metered usage shall be allocated in Seller's reasonable discretion into hourly periods based on the applicable Utility's class average data.
	Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.

Fixed Rate in \$/kWh	0.05567
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Utility Account #/POD ID#	Utility	Service Address
0102085003	NGRID	6000 AIRPORT RD ORISKANY, NY 13424
0138136008	NGRID	5696 WESTMORELAND RD WHITESBORO, NY 13492
0299036105	NGRID	SKYLINE DR CLINTON, NY 13323
1429963101	NGRID	3615 SKYLINE DR CLINTON, NY 13323
1633128007	NGRID	10505 N STEUBEN RD REMSEN, NY 13438
1756382109	NGRID	302 N JAMES ST ROME, NY 13440
1888381003	NGRID	220 BLANDINA ST UTICA, NY 13501
2493060005	NGRID	120 BASE RD ORISKANY, NY 13424
4134979109	NGRID	121 SECOND ST ORISKANY, NY 13424
4954979101	NGRID	DRY RD ORISKANY, NY 13424
5813761102	NGRID	WHITESBORO ST YORKVILLE, NY 13495
6499113009	NGRID	3131 SHULTZ RD CAMDEN, NY 13316
6684945100	NGRID	STARR HILL RD REMSEN, NY 13438
7253882108	NGRID	UNION STATION UTICA, NY 13501
7552548103	NGRID	3 BARNES AVE UTICA, NY 13502
7988983005	NGRID	201 BLANDINA ST UTICA, NY 13501
8453881106	NGRID	TRAFFIC SIGNALS ORISKANY, NY 13424
8548219001	NGRID	10307 PRITCHARD RD REMSEN, NY 13438
9697718101	NGRID	51 LELAND AVE UTICA, NY 13502

Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Agreement is effective as of the date signed by Seller.

Seller: Constellation Energy Services of New York, Inc.	Buyer: Oneida County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Once executed, please return this Confirmation to Constellation Energy Services of New York, Inc. by facsimile to (920) 272-4309 or by e-mail to NewYorkPricing@integrysenergy.com

CONFIRMATION

This Confirmation dated 9/2/2015 is made a part of, and pursuant to terms of, the Agreement between Buyer and Seller identified herein.

SELLER: Constellation Energy Services of New York, Inc.	BUYER: Oneida County
--	-----------------------------

<p>NOTICES:</p> <p>3556 Lake Shore Rd Suite 420 Buffalo, NY 14219 Attn: Account Management Phone: (888) 649-4464 Fax: (716) 826-9725 Email: AMNY@Constellation.com</p>	<p>NOTICES:</p> <p>800 Park Avenue Utica, NY 13501 Attn: Deborah S. Joanis Phone: (315) 798-5416 Fax: Email:</p>	<p>INVOICES:</p> <p>800 Park Avenue Utica, NY 13501 Attn: Mark Laramie Phone: (315) 793-6213 Fax: Email: mlaramie@ocgov.net</p>
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QUANTITY	All usage associated with the Accounts listed below, as determined by the Utility and adjusted by Seller to include distribution losses for delivery purposes.	
DELIVERY POINT	For each Account below, the interconnect between the applicable ISO/RTO's transmission system and the applicable Utility's distribution system.	
BILLING	<input type="checkbox"/> Seller Billing (Dual Billing)	<input checked="" type="checkbox"/> Utility Single Bill Billing (Utility Consolidated Billing)
FIXED PRICING	For each billing cycle, Buyer shall pay a Fixed Charge per Account, which shall equal (i) the Fixed Rate below per kilowatt-hour (kWh), multiplied by (ii) the Account's billing cycle usage.	
MATERIAL CHANGE	Buyer acknowledges that the Pricing above has been established based on each Account's (a) 12-month historical usage as of the date of this Confirmation (as determined by the Utility) and (b) forecasted installed capacity requirement in kW reasonably calculated by Seller and adjusted based on the applicable Utility methodology and the NYISO methodology required to translate installed capacity to unforced capacity (collectively, the Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup.	
DELIVERY PERIOD	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after 1/2/2016 subject to the applicable Utility's confirmation of enrollment with Seller. The initial Delivery Period shall continue through the latest meter read date that occurs on or before 1/22/2019 . The Parties acknowledge that the dates provided are based on the applicable Utility's read schedules, and actual meter read dates may vary.	
RENEWAL	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to	

	alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.
SPECIAL CONDITIONS	Unmetered usage and non-interval metered usage shall be allocated in Seller's reasonable discretion into hourly periods based on the applicable Utility's class average data.
	Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.

Fixed Rate in \$/kWh	0.05567
-----------------------------	---------

Utility Account #/POD ID#	Utility	Service Address
0064954105	NGRID	200 ELIZABETH ST UTICA, NY 13501
0144953104	NGRID	321 MAIN ST UTICA, NY 13501
1617603112	NGRID	300 W DOMINICK ST ROME, NY 13440
1728126002	NGRID	235 ELIZABETH ST UTICA, NY 13501
1864950104	NGRID	406 ELIZABETH ST UTICA, NY 13501
2184947100	NGRID	8515 STATE ROUTE 28 BARNEVELD, NY 13304
2794979116	NGRID	120 AIRLINE ST ORISKANY, NY 13424
4457597110	NGRID	301 W DOMINICK ST ROME, NY 13440
4988769119	NGRID	4608 STATE ROUTE 233 WESTMORELAND, NY 13490
7697594109	NGRID	4260 LEE CENTER TABERG RD TABERG, NY 13471
7944955101	NGRID	800 PARK AVE UTICA, NY 13501

Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Agreement is effective as of the date signed by Seller.	
Seller: Constellation Energy Services of New York, Inc.	Buyer: Oneida County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Once executed, please return this Confirmation to Constellation Energy Services of New York, Inc. by facsimile to (920) 272-4309 or by e-mail to NewYorkPricing@integrysenergy.com

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

July 27, 2015

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

2015-356

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

I have received a memo from Brian N. Scala, Deputy Commissioner, requesting consideration and approval of the "Agreement to Extend Conventional Municipal Snow and Ice Agreement" with the New York State Department of Transportation. Pursuant to New York State Highway Law, Oneida County has provided snow and ice control on State Highways since 1975. Each year, the County has renewed the original agreement.

Under the terms of the attached Agreement, the County would continue to provide this service through the 2016-2017 snow season. The State will pay Oneida County an estimated 1.817 million.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees for their consideration as their schedules allow, with submission to the Board of Legislators to follow.

Thank you for your support in this matter.

Sincerely,

Dennis S. Davis
Commissioner

DSD/ck

Attachments

c: Thomas Keeler, Budget Director
Joe Timpano, Comptroller
File

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

Anthony J. Picente, Jr.
County Executive

Date

9/24/15

Oneida Co. Department: Public Works – Division of Highways, Bridges, & Structures

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organizations: New York State Department of Transportation –
Oneida East Residency, 2436 Chenango Road,
Utica, NY.

Title of Activity or Service: Municipal-State Agreement for Control of Snow &
Ice on State Highways as per attached map that
show responsibilities on highlighted highways.

Proposed Dates of Operation: July 1, 2016 – June 30, 2017

Client Population/Number to be Served: Oneida County Residents and those who travel on
State Highways.

Summary Statements:

- 1) Narrative Description of Proposed Services: Oneida County Department of Public Works Highways and Bridges to perform snow & ice control on State Highways as depicted by the attached map.
- 2) Program/Service Objectives & Outcomes:
- 3) Program Design and Staffing Level:

Total Funding Requested: \$0 Account #:

Proposed Funding Source: (Federal \$/ State \$/County \$): From NYS DOT to Rev. Line: 2302

Cost Per Client Served:

Past Performance Data: This program is 100% reimbursable by NYS DOT.

Oneida County Department Staff Comments: On March 1975, Oneida County entered into an Agreement with the State of New York for control of snow & ice on State highways within or in the nearby vicinity of Oneida County – Extension Agreement is for the 2016/2017 snow season. Current Agreement expires June 30, 2015. Estimated revenue is \$1,817,459.14.



Department of Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

BARBARA MATTICE, P.E.
Regional Director

June 26, 2015

Dennis Davis
Commissioner of Highways
Oneida County DPW
6000 Airport Road
Oriskany, New York 13424

ONEIDA COUNTY DPW

JUN 26 2015

COMMISSIONER'S OFFICE

Dear Mr. Davis:

Enclosed for processing are the Snow and Ice Agreement Extensions for 2016/17. These will require the completion of a Municipal Snow and Ice Agreement Extension, and resolution from your governing body, authorizing a Municipal official to enter into the Agreement.

Please note that the map is an integral part of each Agreement and has been included. It is coded in color orange showing the Municipalities responsibility for the 2015/16, 2016/17 season. These also should be signed by the Municipalities responsible official.

It is important the four (4) completed Agreement packages be returned to this office for processing, as soon as possible. The completed Agreement package shall include the items listed below:

- 1) Four (4) Agreements, all blanks filled in on both sides, with original signatures and notary seal on each.
- 2) One (1) Estimated Expenditure/Agreement Adjustment Worksheet.
- 3) Six (6) Resolutions from the Municipality, complete with original signatures and certified with Municipal Seal on each.
- 4) Six (6) maps with original signatures from the Municipalities responsible official and the Regional Director of Operations.

If you have any questions regarding the Snow and Ice Contract Agreements, call me at 315-732-8032.

Sincerely,

Michael Murphy
Resident Engineer

MM/ncl
Enclosures

NYS DOT MUNICIPAL SNOW & ICE CONTRACTS

Estimated Expenditure Calculation
--

MUNICIPALITY :	ONEIDA COUNTY
CONTRACT :	D089876
COUNTY :	ONEIDA COUNTY
EXTENSION SEASON :	2016/17

2013/14 FINAL S&I VOUCHER PAYMENT	\$2,267,384.75
2012/13 FINAL S&I VOUCHER PAYMENT	\$1,949,661.36
2011/12 FINAL S&I VOUCHER PAYMENT	\$1,235,331.30
3 YEAR AVERAGE	\$1,817,459.14

2016/17 ESTIMATED EXPENDITURE	\$1,817,459.14
--------------------------------------	-----------------------

Recommended By:



Transportation Maintenance Representative

Contract #	Municipality	Ext. Season	Region #
D089876	County of Oneida/Oneida County	2016/17	2

AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the **County of Oneida** of **Oneida County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D089876** entitled "Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **County of Oneida**" dated **March 10, 1975**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **1974**, and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2016**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 10 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2017**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure as specified in Section 10 of the aforementioned Agreement shall be \$1,817,459.14 for the **2014/15** season and for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over :

"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."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
for Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER=S SIGNATURE

Dated _____

Dated _____

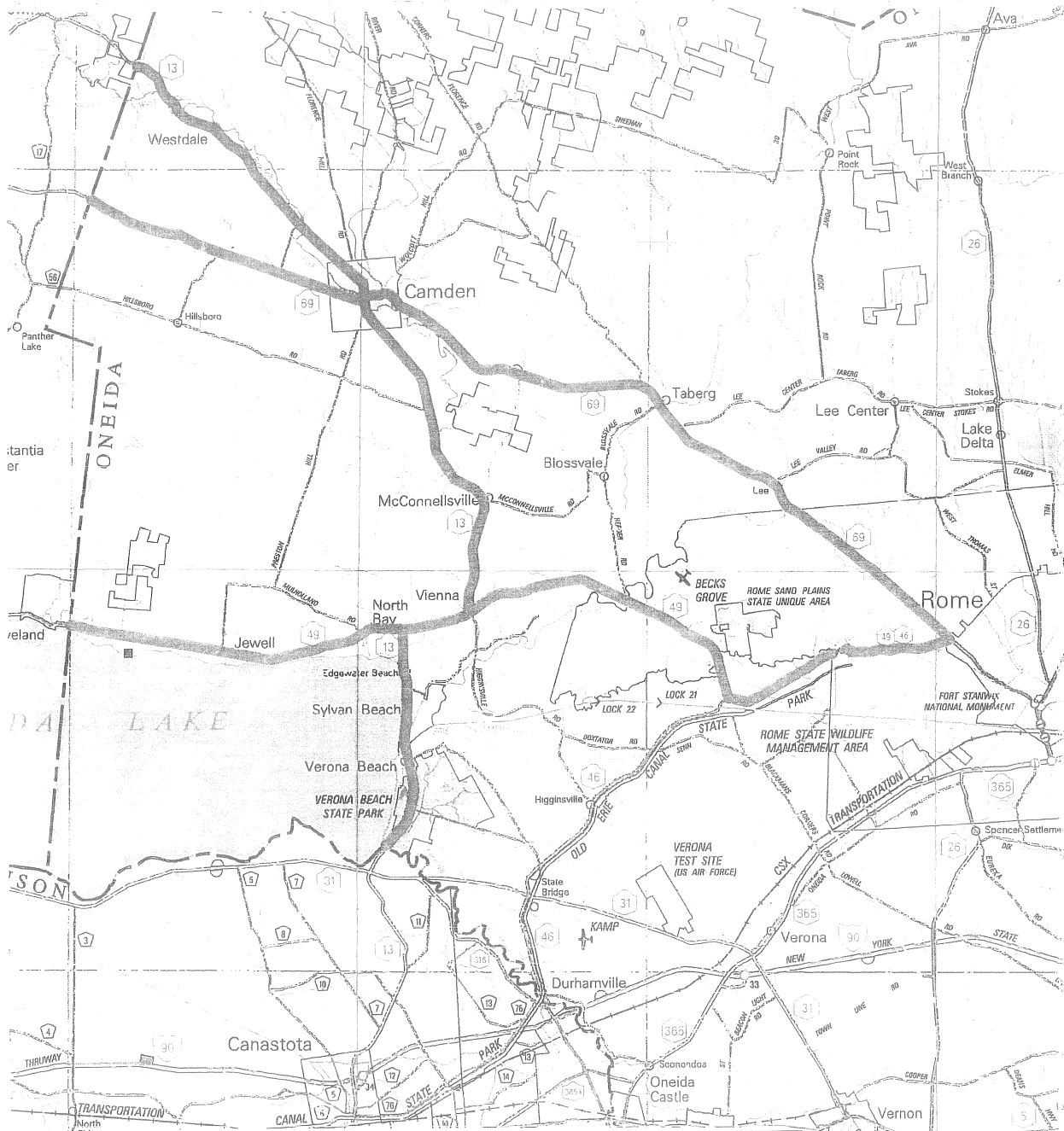
STATE OF NEW YORK)

) SS:

COUNTY OF Oneida County)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public



MAP SHOWING

ONEIDA COUNTY

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF

2016/17 - 2018/19

CENTER LANE MILES	CONTRACT LANE MILES
185.20	370.41

SNOW AND ICE CONTROL

SIGNED

REGIONAL DIRECTOR OF OPERATIONS

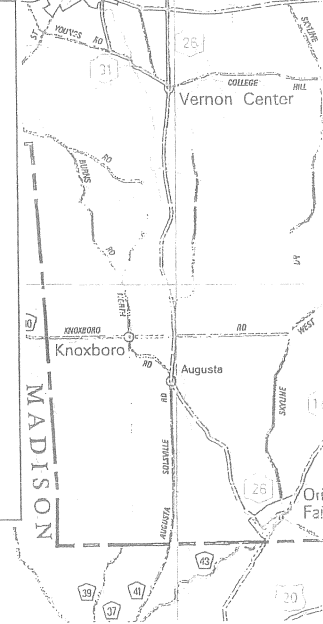
DATE

SIGNED

FOR MUNICIPALITY

DATE

7/27/15



ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

June 29, 2015

FN 20 15-357

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

On May 13, 2015, the Oneida County Board of Legislators passed Resolution No. 2015-184 approving the 2015 mowing agreements between Oneida County through its Department of Public Works and Various municipalities in Oneida County.

At that time the Town of New Hartford was approved for the \$325 per center lane rate that applies to those who use County equipment and the town has since purchased a new mower that will change their rate to \$375 per center lane mile if approved by the Board of Legislators.

Therefore, we are asking to amend Resolution No. 2015-184 to reflect an increase of a \$1,024.00 for the Town of New Hartford's mowing agreement from \$6,656.00 to \$7,680.00 for the consideration of mowing 20.48 center-lane miles of county highway.

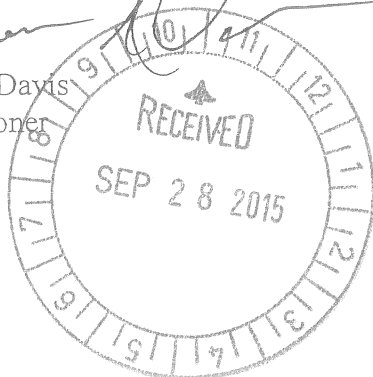
If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

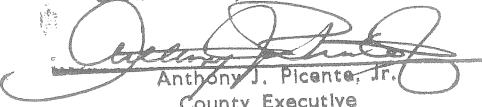
Sincerely,


Dennis S. Davis
Commissioner

DSD/mp



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


Anthony J. Picente, Jr.
County Executive

Date 9/28/15

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Town of New Hartford
Title of Activity or Service: Mowing Agreement
Proposed Dates of Operation: May 1, 2015 – November 1, 2015.
Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads.

Summary Statements:

1) Narrative Description of Proposed Services: Resolution No. 2015-184, Towns mowing on Oneida County roads, right of ways, and driveway per Agreements approved on May 13, 2015 needs to be amended to reflect an increase of \$1,024.00 to the Town of New Hartford. The Town had purchased a mower after the agreements were approved, therefore; it will change the rate from \$325.00 to \$375.00 per center lane mile.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing:

Total Funding Requested: \$115,207.50 **Account #:** D5110.495

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: If approved, the dollar amount will increase from \$6,656.00 to \$7,680.00.

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this 11TH day of MARCH, 2015 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of New Hartford, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from May 15, 2015, to November 1, 2015.
2. The Town will furnish machinery and labor to perform roadside mowing on the improved County road system located within the geographical boundaries of the Town (hereinafter the "Roads").
 - a) The Town will keep the right of way portions of the Roads mowed in accordance with the guidelines set forth in paragraph 2.b. below.
 - b) The Town will mow said Roads as follows:
 - i) The first pass shall be one pass to the ditch and around all intersections and driveways
 - ii) The second pass shall include all of the County right of way as practical
 - iii) The third pass shall be at the option of the County and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).
3. The County may loan equipment to the Town for the performance of roadside mowing pursuant to this Agreement, including but not limited to a tractor-mower.
 - a) The Town is responsible for the upkeep of any loaned County equipment.
 - b) The County makes no warranty of fitness or usability related to any loaned County equipment.
 - c) During the time any loaned County equipment is in the possession of the Town, said equipment shall be added to Town's list of property insured by Town, by a policy or policies written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. Town shall provide a certificate or certificates of insurance showing the property insured by the Town prior to the use of the loaded equipment, and said certificate or certificates shall provide that such coverage shall not be terminated without prior written notice to the County at least thirty (30) days prior to said termination.
4. The parties hereby agree that the Roads consist of 20.48 miles of the improved County road system located within the geographical boundaries of Town, as set forth in the map attached hereto and made a part hereof as Exhibit 1.
5. The County shall pay the Town the sum of \$375.00 per mile, for a total cost not to exceed \$7,680.00.

6. The County reserves the right, upon written notice to the town, to withhold payment under this Agreement and to correct any conditions which do not meet the requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.
7. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.
8. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
9. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
10. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
11. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The Town agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "1".
12. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
13. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
14. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the

parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

15. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
16. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
17. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
18. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
19. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
20. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
21. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

By: 

Dennis S Davis, Commissioner
Oneida County DPW

TOWN OF NEW HARTFORD

By: 

Town Supervisor 3.16.15

COUNTY OF ONEIDA

By: _____

Anthony J. Picente Jr.
Oneida County Executive

APPROVED AS TO FORM

By: 

Highway Supt.

3-12-15

By: _____

Oneida County Attorney

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF NEW HARTFORD

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Brimfield Street Total 0.20 miles	15	Kirkland T.L. easterly to St.Rt.12 0.20 mi.		Pg.10,Bk.1	4 rods**	Nov. 13,1929	H-4	
Campion Road Total 0.66 miles	26	Dead End at Arterial northerly to New York Mills V.L. 0.66 mi.		Pg.8,Bk.1	4 rods**	Nov. 13,1929	I-5	1961
Chapman Road Total 1.28 miles	24	Old St.Rt.8 easterly to Higby Rd. 1.28 mi.		Pg.13,Bk.1	4 rods**	Feb. 12,1936	I-4	1942,49
Clinton Street	21	Cul-de-Sac to New York Mills Village Line 0.11 mi.	2-16-1847	Pg.35,Bk.1	3 rods Stated	Nov. 13, 1929	H-5	
Clinton Street Total 0.50 miles	21	Middle Settlement Rd. easterly to State Route 5A 0.39 mi.	2-16-1847	Pg.35,Bk.1	3 rods stated	Nov. 13,1929	H-5	
Higby Road Total 3.31 miles	24A	Utica City Line southeasterly to Herkimer Co.Line 3.31 mi.		Pg.12,Bk.1	4 rods**	Mar. 16,1938	I-5	1938
Kellogg Road Total 0.62 miles	26	Oxford Rd. southeasterly to Old St.Rt.8 0.62 mi.		Pg.13,Bk.1	4 rods**	Nov. 13,1929	I-5	1946,83 1984
Middle Settlement Road Total 1.27 miles	30	St.Rt.5 northerly to Whitestown T.L. 1.27 mi.		Pg.8,Bk.1	4 rods**	Nov. 13,1929	H-5	
Mohawk Street Total 2.43 miles	20	Paris T.L. northerly to Higby Rd. 2.43 mi.		Pg.14,Bk.1 Pg.20&28	4 rods**	Nov. 13,1929 Paris T.L.to Roberts,May 12,1948 Roberts to Higby	I-4	1949 1954

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF NEW HARTFORD

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Oxford Road	26A	Old St. Rt. 8 to a point 0.50 mi. northerly of Old St. Rt. 8		Pg. 17, Bk. 1	4 rods**	Feb. 12, 1936	I-4	1942, 52 1953
	26A	From point 0.50 north of Old St. Rt. 8 to Kellogg Rd. 0.97 mi.	No record	1852 map of On. Co. 1874 Atlas	3 rods#	Feb. 12, 1936		
Total	26	Kellogg Rd. northerly to New Hartford V.L. 0.44 mi.	No record	1852 map of On. Co. 1874 Atlas	3 rods#	Nov. 13, 1929	I-4	1946 1950
Pleasant Street & Sherman Drive	22	Herkimer County Line northerly to Utica City Line 0.82 mi.	No record	1852 map of On. Co. 1874 Atlas	3 rods#	Nov. 13, 1929	J-4	1941
Total	13	Kirkland Town Line easterly to Old St. Rt. 8 1.49 mi.	8-4-1858 narrowed	Pg. 17, Bk. 1	3 rods stated	Nov. 13, 1929	I-4	1966 1967
Red Hill Road	13	Old St. Rt. 8 southeasterly to Paris T.L. 2.71 mi.		Pg. 14, Bk. 1	4 rods**	Nov. 13, 1929	J-4	1959, 60 1961, 63 1964
Total	13	((Old St. Rt. 8 southeasterly to a point 0.65 mi. from Old St. Rt. 8))	6-16-1827	Pg. 7, Bk. 1	3 rods**			
Tibbitts Road	15	St. Rt. 12 easterly to Kellogg St. 2.07 mi.		Pg. 10, Bk. 1	4 rods**	Nov. 13, 1929	H-4	1953, 59 1960, 61 1962
Total								

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF NEW HARTFORD

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Valley View Road	24	Higby Road northeasterly to Utica City Line	10-6-1807	Pg. 22, Bk. 1	4 rods stated	Nov. 13, 1929	I-4	1951
Total	1.18 miles							

N.Y Mills V.L. to Whitestown T.L. 0.03 mi

20.48



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

RECEIVED
JUN 15 2015

PRODUCER Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. 4743 Syracuse NY 13221		CONTACT NAME: Patti Bagozzi PHONE (A/C, No, Ext): 315-453-2194 FAX (A/C, No): 315-362-5706 E-MAIL ADDRESS: pbagozzi@haylor.com	
INSURED Town of New Hartford 48 Genesee Street New Hartford NY 13413		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Travelers Prop. Cas. Co. of America INSURER C: INSURER D: INSURER E: INSURER F:	
ONEIDA COUNTY COMMISSIONER OF FINANCE		NAIC # 25658 25674	

COVERAGES **CERTIFICATE NUMBER:** 2002988031 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		ZLP15P3126114PB	6/30/2015	6/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		8100B165701COF15	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y		ZUP15P3127314	6/30/2015	6/30/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractors Equipment			H6300D914916TIL15	6/30/2015	6/30/2016	Rented/Leased Equip. \$200,000 Deductible: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Public Entities XTend Endorsement Form CGD480
Re: Roadside Ditching Agreement

CERTIFICATE HOLDER CC: DPW Finance County of Oneida & Dept of Public Works c/o Commissioner of Finance 800 Park Ave Utica NY 13501 ORIG to Legal	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ADDENDUM

THIS ADDENDUM, entered into on this 11th day of MARCH 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By:  _____
Town Supervisor

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



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

September 23, 2015

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

FN 20 15-358

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Renovation of the MVCC Rome Campus, including renovation of the Plumley Building and construction of two additions thereto, will require special inspection and structural testing services. On June 10, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from CME Associates Inc. to provide special inspection and structural testing services for a not-to-exceed fee of \$84,700.00.

This contract will be part of the MVCC Rome Campus Improvement Project. Funding will be provided through Capital Project H- 497, MVCC - Plumley Building Addition & Renovation.

Please consider the enclosed contract for the aforementioned services. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 10/5/15

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: CME Associates, Inc.
6035 Corporate Drive
East Syracuse, NY 13057

Title of Activity or Service: Rome Campus Improvements
MVCC
Special Inspection and Structural Testing Services

Proposed Dates of Operation: Start on Contract Execution
Substantial Completion by December 30, 2016

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Renovation of the MVCC Rome Campus, including renovation of the Plumley Building and construction of two additions thereto, will require special inspection and structural testing services. On June 10, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from CME Associates Inc. to provide special inspection and structural testing services for a not-to-exceed fee of \$84,700.00.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$84,700.00 Account #: H-497

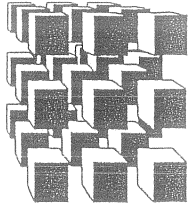
Oneida County Dept. Funding Recommendation: \$84,700.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$42,350.00 (County)
\$42,350.00 (State)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

May 4, 2015

Oneida County (Client)
Attn: Department of Public Works
6000 Airport Road
Oriskany, New York 13424
Phone: 315.793.6236
Fax: 315.768.6299
Email: mlaramie@ocgov.net

Attn: Mr. Mark Laramie, Deputy Commissioner

Re: Special Inspection and Structural Testing Services
Mohawk Valley Community College – Rome Campus Improvements, Rome, New York
CME Proposal/Agreement No.: 02.4238
Page 1 of 2

Dear Mr. Laramie:

CME Associates, Inc. (CME) is pleased to provide the **Oneida County, through its Department of Public Works**, with this Proposal for on-call-as-scheduled Special Inspection and Structural Testing Services. CME's relationship with **Oneida County** is expected to be in conformance with the attached "*Terms & Conditions for Technical Services Agreement*." Please have **Oneida County** carefully review these terms to establish its understanding of these services, its responsibilities and the general conditions of our Agreement. These services will be provided from CME's AMRL¹ Accredited East Syracuse Facility under the responsible charge of Christopher R. Paolini, P.E. a New York Licensed Professional Engineer and CME's Supervisor of Special Inspections, as required by the 2010 Building Code of New York.

Special Inspection and Structural Testing Services Unit Fees

<u>Soil/Asphalt Testing</u>	<u>Unit Fee</u>
Soil/Asphalt Testing Technician (0 to 4 hours)	\$ 103.50/half-day
Soil/Asphalt Testing Technician (4 to 8 hours)	205.00/day
Sieve Analysis with #200 Wash	55.00/test
Modified Proctor Test.....	93.50/test
Nuclear Density Gauge	27.50/visit
Asphalt Cores (includes thickness testing)	313.50/core
 <u>Cast-In-Place Concrete/Masonry Testing</u>	
Concrete/Masonry (ACI Grade 1) Field Testing Technician (0 to 4 hours).....	103.50/half-day
Concrete/Masonry (ACI Grade 1) Field Testing Technician (4 to 8 hours).....	205.00/day
Laboratory Test of 6 x 12 Concrete Cylinder in Compression.....	7.65/cylinder
Compression Testing of Mortar Cubes	7.65/cube
Compression Testing of Grout Specimens	12.05/specimen
 <u>Structural Steel Testing</u>	
Structural Steel Testing Technician (0 to 4 hours)	143.00/half-day
Structural Steel Testing Technician (4 to 8 hours)	285.00/day

¹ AMRL – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AMRL is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. CME East Syracuse accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials.
www.amrl.net



Special Inspection and Structural Testing Services Unit Fees- continued

<u>Expense, Other Services, Expendables and Miscellaneous</u>	<u>Unit Fee</u>
Geotechnical Specialist, CWI or ICC Inspector (Fireproofing, Masonry)	\$ 49.50/hour
Geotechnical Engineer or MSI	104.50/hour
Sprayed on Fireproofing Density Gauge	22.00/hour
Sprayed on Fireproofing Adhesive/Cohesion Test	22.00/hour
Specimen Pick-Up Service	30.75/hour
Vehicle Travel Allowance	0.69/mile
Administrative and Reporting Fee	10% of Total Invoice

Fee for Services

CME Associates Inc. shall be paid a not-to-exceed fee of \$84,700.00 for special inspection and structural testing services. Payments shall be made on time and materials basis. Upon completion of all work any unused amount of the original or adjusted not-to-exceed fee shall be automatically liquidated and returned to owner.

Invoices shall be submitted monthly and itemized with sufficient detail to allow evaluation. Oneida County reserves the right to request backup documentation (i.e. payroll records, invoices for reimbursable expense items, and etc.) for review.

Special Conditions

The above rates include electronic reporting (e-reporting) through CME’s Online Reporting System. E-reporting to Client systems requires an initial, one-time set-up fee of \$75. Each report uploaded to Client systems is subject to a \$3/report charge. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium-time work. The minimum service charge is one-half day, and if service time transcends the noon hour, it will be considered a full day. **Oneida County**, or its designated representative from its Department of Public Works Department, must schedule for on-site testing services no later than 4:00 p.m. one business day before the service is needed. A 50% surcharge is applied to on-site services rendered on a same-day basis which are not scheduled according to the above requirements. All services are portal-to-portal CME office. Travel, trip charges, vehicle mileage and sample pick-up services are subject to a fuel surcharge.


Please note that our standard turn-around time for most laboratory tests is about 5 business days. If **Oneida County** requires expedited turn-around time for any laboratory test an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 1.75; 1 day-unit fee x 3. Please schedule sample pick-up services accordingly.

Agreement Acceptance and Execution

If the **Oneida County Department of Public Works** desires to engage CME for the services as described in the attached Terms and Conditions and this Proposal, please execute below and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, and the Oneida County Addendum, each of which is incorporated herein. By execution hereof, CME and the **Oneida County** warrant that he/she has full authority to act for, in the name, and on behalf of, CME and **Oneida County**. CME looks forward to logging in this project once all required forms are completed and returned to our office.



Respectfully Submitted,
CME Associates, Inc.


Niel W. Zuern
Branch Manager

CME Associates, Inc.


Karen A. Kisselstein
Technical Services Assistant
NZ.kak

Oneida County (Client)

Date Signed

Anthony J. Picente, Jr.

Oneida County Executive

Attachment: *Terms & Conditions for Technical Services Agreement* (3 pages)

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 1 of 3

1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

2.0 CLIENT RESPONSIBILITIES

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions.

3.2 **INSURANCE**-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts. CME shall maintain a professional liability policy and will provide Oneida County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. CME shall also maintain general liability insurance and will provide Oneida County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. CME agrees to maintain automobile liability insurance in the amount of \$1,000,000 per incident. CME agrees to have Oneida County named as an "additional insured on a primary, non-contributory bases, as its interest may appear" on the general liability policy, automobile liability and CME's umbrella coverage and to

Client: ONEIDA COUNTY
CME Proposal/Agreement No.: 02.4238



STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 2 of 3

provide Oneida County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. Oneida County reserves the right to require CME to provide insurance policies for review by Oneida County. CME grants Oneida County a limited power of attorney to communicate with CME's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

3.3 **INDEMNITY**-CME shall, to the fullest extent permitted by law, indemnify and hold Client, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from CME's work in connection with the Project, including, without limitation, all claims relating to CME's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by CME, its contractors, subcontractors, suppliers, employees or other agents.

3.4 **PAYMENT**-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative.

3.5 **CONSTRUCTION PHASE**-CME may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

3.5.1 CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

3.5.2 CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner, Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

3.6 **HAZARDOUS ENVIRONMENTAL CONDITIONS**-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

3.7 **SAFETY**-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

3.8 **SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

3.9 **LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

3.10 **SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

Client: ONEIDA COUNTY
CME Proposal/Agreement No.: 02,4238



STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 3 of 3

3.11 **MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

3.12 **TERMINATION**-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

3.13 **DISPUTE RESOLUTION**-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Oneida County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

3.14 **FORCE MAJEURE**-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

3.15 **CAPTIONS AND HEADINGS**-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

3.16 **ENTIRE AGREEMENT**-This Agreement shall mean this document as well as CME's Proposal and exhibits, and the Oneida County Addendum, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

Client: ONEIDA COUNTY
CME Proposal/Agreement No.: 02,4238



Exhibit A

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 10th day of June in the year of 2015, between the County of Oneida, hereinafter known as COUNTY, and CME Associates Inc., hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.
 - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
 - a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
 - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
 - c. The Contractor shall:

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

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

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

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

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

CME Associates Inc.

By: Niel W. Zuern Date: September 24, 2015
 Name: Niel W. Zuern
 Title: Branch Manager

Approved As To Form

By: _____ Date: _____
 Oneida County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202	CONTACT NAME: Commercial Department
	PHONE (A/C, No., Ext): _____ FAX (A/C, No.): (855) 595-4605
	E-MAIL ADDRESS: CLServicing@mtb.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Charter Oak Fire Ins Co 25615
	INSURER B : Travelers Indemnity Co 25658
INSURED CMEAS-1 CME Associates, Inc. PO Box 5490 Syracuse NY 13220	INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1472246143

REVISION NUMBER:

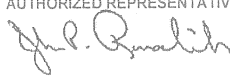
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-9C784770-COF-15	4/15/2015	4/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-9C80088A-15-GRP	4/15/2015	4/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6F930598-15-47	4/15/2015	4/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Number 13053-02 Mohawk Valley Community College – Rome Campus Improvements, Rome, New York Oneida County and all others as required by contract are included as additional insured on a primary, non-contributory basis under the General Liability, Auto Liability, and Umbrella coverage if required by written contract. A waiver of subrogation in favor of cert holder applies to General Liability, Auto Liability and Excess Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Oneida & Department of Public Works c/o Commissioner of Finance 800 Park Ave., Utica NY 13501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (Use street address only) CME Associates Inc PO Box 5490 Syracuse, NY 13220</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 315-668-0242</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 27-90589</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161206029</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ONEIDA & DEPT OF PUBLIC WORKS C/O COMMISSIONER OF FINANCE 800 PARK AVE UTICA, NY 13501</p>	<p>3a. Name of Insurance Carrier Wesco Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a": WWC3119350</p> <p>3c. Policy effective period: 1/1/2015 to 1/1/2016</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded</p>


This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certification of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Henry C. Sibley
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  6/19/2015
(Signature) (Date)

Title: Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-07)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

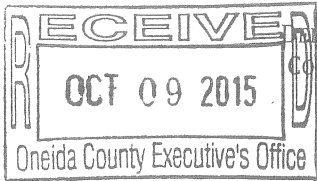
C-105.2 (9-07) Reverse

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION



DENNIS S. DAVIS
COMMISSIONER

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

October 9, 2015

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

FN 20

15-359

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

PUBLIC WORKS


Anthony J. Picente, Jr.
County Executive

Date

10/9/15

WAYS & MEANS

Dear County Executive Picente,

There is an unexpected need to replace one (1) pickup truck utilized by Buildings & Grounds for snow and ice control operations. I recommend purchasing one (1) new pickup truck funded through Capital Project H-502 and Buildings & Grounds account A1620.251. Additional funds would be required in A1620.251 and there is available funding in A1620.295.

Therefore, I respectfully request a transfer of \$15,901.00 from A1620.295 to A1620.251.

If you approve, please forward this request to the Oneida County Board of Legislators for consideration on November 12, 2015.

Thank you for your support.

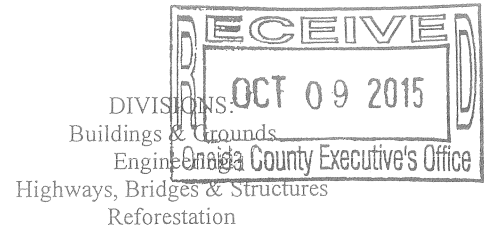
Sincerely,


Dennis S. Davis
Commissioner

cc: Thomas B. Keeler, Budget Director
Mark E. Laramie, PE, Deputy Commissioner

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



Oneida County Department of Public Works

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

October 9, 2015

FN 20 15-360

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

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

PUBLIC WORKS

Anthony J. Picente Jr.
County Executive

Dear County Executive Picente:

WAYS & MEANS

Date 10/9/15

We have accounts that will require adjustment in order to complete highway maintenance projects and prepare the fleet for snow removal operations. I therefore recommend the following tranfers and supplemental appropriations supported by unanticipated revenue.

D Fund Transfers from:

D5110.495	OTHER EXPENSES (Maintenance of H&B)	\$110,000.00
D5142.495	OTHER EXPENSES (County Snow)	\$160,000.00
TOTAL		\$270,000.00

To:

D5110.491	OTHER MATERIALS & SUPPLIES (Maint. of H&B)	\$110,000.00
D5142.109	SALARIES, OTHER (County Snow)	\$ 58,000.00
D5142.491	OTHER MATERIALS & SUPPLIES (County Snow)	\$ 7,000.00
D5142.413	OTHER EXPENSES (County Snow)	\$ 95,000.00
TOTAL		\$270,000.00

Additionally, there is a need to request a Supplemental Appropriation for following the M Fund accounts:

M5130.451	AUTOMOTIVE SUPPLIES	\$70,000.00
M5130.452	AUTOMOTIVE REPAIRS	\$25,000.00
TOTAL		\$95,000.00

This will be supported by unanticipated revenue in:

M2822 RENTAL EQUIPMENT TO COUNTY RD	\$95,000.00
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If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their **November 12, 2015** scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan

Dawn Catera Lupi
First Assistant

Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais



PUBLIC SAFETY
WAYS & MEANS

September 10, 2015

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

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

Anthony J. Picente, Jr.
County Executive

Date 10/9/15

Dear Mr. Picente:

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

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

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

Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

se

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

STATE BILLING 2015
SUMMARY OF CASES

INMATE	TOTAL
Francisco Bernard	390.28
Benjamin Brownlee	1,708.08
Ronnie Castro	418.72
Elderick Cole	126.63
James Cooper	115.08
Miguel DeJesus	320.99
Gerardo Encarnacion	345.44
Cheik Fofana	414.19
Thomas Gallishaw	270.58
Giovanny Garcia	449.28
Robert Garcia	488.38
Kwame Garnett	1,344.75
Henri Goree	667.01
Julio Hernandez	552.80
Corwin Hohenkirk	441.16
Shazaad Hussein	203.18
Anthony Jones	315.90
Eric Lawrence	91.81
Daniel Leo	623.12
Mario Malave	614.11
Jonathan Mead	621.48
Radcliffe Meeks	658.68
Edmund Melendez	383.85
Anthony Rivera	204.38
Jose Sanbolin	272.85
Shawn Schoomaker	346.78
Albert Sherman	375.93
Kashon Sims	1,215.08
Mosiah Stephenson	360.70
Charles Thomas	501.67
Nahiem Timmons	126.94
Jason Turner	1,949.78
Shadrach Vallade	585.87
Jason Yario	413.29
Tyshawn Young	319.22
Total	\$18,237.99

PROPOSED RESOLUTION

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

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

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

WHEREAS, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by Francisco Bernard, Benjamin Brownlee, Ronnie Castro, Elderick Cole, James Cooper, Miguel DeJesus, Gerardo Encarnacion, Cheik Fofana, Thomas Gallishaw, Giovanni Garcia, Robert Garcia, Kwame Garnett, Henri Goree, Julio Hernandez, Corwin Hohenkirk, Shazaad Hussein, Anthony Jones, Eric Lawrence, Daniel Leo, Mario Malave, Jonathan Mead, Radcliffe Meeks, Edmund Melendez, Anthony Rivera, Jose Sanboloin, Shawn Schoomaker, Albert Sherman, Kashon Sims, Mosiah Stephenson, Charles Thomas, Nahiem Timmons, Jason Turner, Shadrach Vallade, Jason Yario, and Tyshawn Young amount to \$18,237.99 now, therefore,

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