



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
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(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

June 16, 2010

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

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STATE OF NEW YORK
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Minority Task Force on
Crime In Our Communities

COMMITTEES
Labor Committee
Housing
Governmental Employees
Corporations, Authorities and
Commissions

DAVID R. TOWNSEND, JR.
Assemblyman 115TH District

CHAIRMAN
Minority Joint Conference Committee

May 25, 2010

FN 20 10-242

Mikale Billard
Clerk of the Board
Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501-2977

READ & FILED

Dear Mr. Billard:

Thank you for forwarding the Oneida County Board of Legislators' April 28, 2010 memorializing petition to oppose a provision in Governor Paterson's 2010-2011 Recommended Executive Budget that would eliminate the Fire Safety Advisory Board, the Arson Board, the Fire Fighting and Code Enforcement Standards and Education Commission from the Office of Fire Prevention and Control.

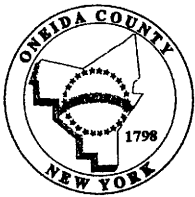
I share the Oneida County Board of Legislators' concerns about the impact the elimination of these Boards and Commission would have on the protection of the public and fire safety. Therefore, I will not support the Governor's Budget (A.9713/S.6613) in its present form.

Please convey my appreciation to the Oneida County Board of Legislators for conveying their opinion on this matter.

Sincerely,

David R. Townsend
Member of Assembly

DRT:kjw



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX: (315) 798-2390
www.ocgov.net

May 24, 2010

FN 20 10 - 245

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 MAY 24 PM 3:25

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

PUBLIC WORKS

Honorable Members:

WAYS & MEANS

I am in receipt of a letter from Jeff DeLutis, Chairman of the Rome Baseball Association, Inc., requesting that the County lease to the Association certain property situated at the Griffiss Business and Technology Park at the intersection of Perimeter Drive and Mohawk Drive (Route 825). The requested property is comprised of approximately 6.14 acres and would be added to the 16.6 acres that the Association currently leases from the City of Rome for the DeLutis Field Baseball Complex. (See letter attached)

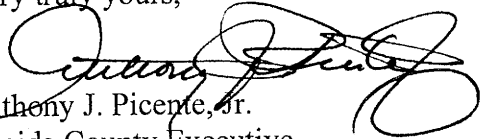
I attach herewith a copy of a map depicting the proposed lease property which map with accompanying description has been prepared by our Public Works Dept.

The additional acreage would be used by the Association to further develop its baseball facility. It is the Association's belief that their continued improvement of this acreage will be consistent with the current development in that area and will enhance the northern entrance to the Business and Technology Park. The 6.14 acres would provide a buffer between the Baseball Association's property and the expanded square footage recently leased to the Smith Post.

I respectfully request that the Board of Legislators approve of leasing to the Rome Baseball Association, Inc. the subject 6.14 acres of property located at the Griffiss Business and Technology Park. The terms of said lease would include a rental of \$1.00 per year for a term from June 1, 2010 through May 31, 2016.

I thank the Board for its kind consideration of this request.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Jeffrey DeLutis
Mark Laramie

THE ROME BASEBALL ASSOCIATION, INC.

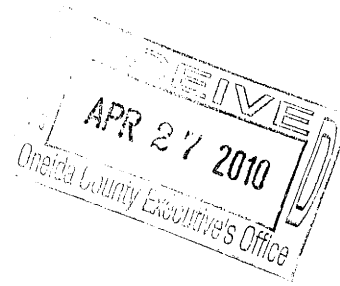
PO BOX 4337

ROME, NY 13442-4337

(315) 796-4051

April 22, 2010

County Executive's Office
Attn: Mr. Tony Picenti
800 Park Ave – 10th Floor
Utica, NY 13501



Dear Tony,

I am taking this opportunity to contact you to respectfully request on behalf of the Rome Baseball Association, Inc's Board of Directors that Oneida County consider leasing additional property located on the Griffiss Business & Technology Park at the intersections of Perimeter Road and Mohawk Drive (NYS Rt. 825) to the Rome Baseball Association, Inc.(RBAI) a 501 (C)(3) non-profit organization.

The additional property that we are seeking to lease is part of an approximately 25 acre parcel. The RBAI currently leases approximately 16.6 acres of that 25 acre parcel to house its DeLuits Field Baseball Complex. Of the remaining 8.4 acres+/- the Smith Post American Legion, I believe, leases approximately 2 acres +/- to accommodate the B-52 Bomber display and its accompanying artifacts.

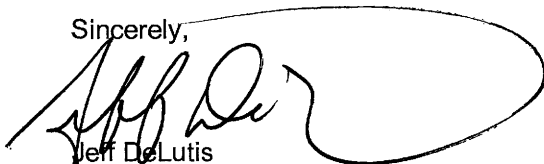
The RBAI Board of Directors would like to enter into a lease with Oneida County with similar terms and length as the original lease it signed in October of 1997 and a subsequent addendum lease signed on June 18, 2002. The approximate acreage we are seeking would be the remaining available acreage under the approximate 25 acre parcel subtracting the current lease land by the RBAI of 16.6 acres and the approximately 2 acres +/- for the Legion/B-52 Bomber group. The remaining acreage that we would seek to be placed under a new lease would be approximately 8.4 acres as mentioned above.

The RBAI would utilize the additional acreage to continue to develop its baseball facility. We believe that our continued development of this acreage would be consistent with the current development in that area and will continue to enhance the Northern entrance of the Griffiss Business and Technology Park, while expanding the RBAI's ability to serve the youth and citizens of Rome, Oneida County and beyond.

Although I believe you are already aware of this in the spirit of proper disclosure I would mention the Oneida County Board Chairman Jerry Fiorini is a member of the RBAI Board of Directors. Although, he supports this additional lease this particular project has been handled by myself and fellow board member Dick Meiss.

Please feel free to contact me with any questions or need for additional information. I thank you for your time and assistance.

Sincerely,



Jeff DeLutis
Chairman



A 501(C) (3) Not-for-Profit Organization

www.delutisfield.org

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

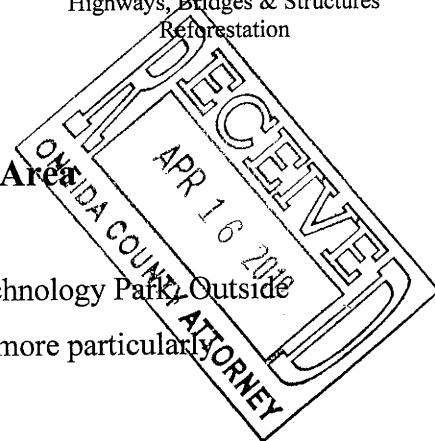
DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6247 Fax: (315) 768-6299

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

The Rome Baseball Association, Inc. Lease Area

All that piece or parcel of property situate in the Griffiss Business & Technology Park, Outside District of the City of Rome, County of Oneida, State of New York and more particularly described as follows:



Commencing at a point located at the intersection of the proposed N.Y.S. D.O.T. northerly right-of-way for the proposed Griffiss Parkway improvement with the intersection of the existing Perimeter Road easterly right-of-way, said point also being 155.80± feet distant northerly measured at right angles from station 4+151.914± (m) of the N.Y.S. D.O.T. survey baseline; thence along the proposed N.Y.S. D.O.T. northerly right-of-way for the proposed Griffiss Parkway improvement the following two (2) courses and distances:

North 83° 43' 30" East 362.26 feet to a proposed right-of-way angle point; thence North 86° 18' 47" East 51.75 feet to a proposed right-of-way angle point and the Point of Beginning, said point also being 193.01± feet distant northerly measured at right angles from station 4+026.252± (m) of the N.Y.S. D.O.T. survey baseline; thence North 04° 06' 02" West along the existing Smith Post lease line 232.21 feet to an angle point; thence South 84° 56' 59" West along the existing Smith Post lease line 421.81 feet to an angle point; thence North 06° 01' 25" West along the first mentioned existing Perimeter Road easterly right-of-way 152.37 feet to a right-of-way angle point; thence North 84° 39' 13" East along a proposed lease line 926.39 feet to an angle point; thence South 08° 05' 03" East along a proposed lease line 402.72 feet to a right-of-way angle point, said point also being 286.40± feet distant northerly measured at right angles from station 3+881.766± (m) of the N.Y.S. D.O.T. survey baseline; thence along the first mentioned proposed N.Y.S. D.O.T. northerly right-of-way for the proposed Griffiss Parkway improvement the following two (2) courses and distances:

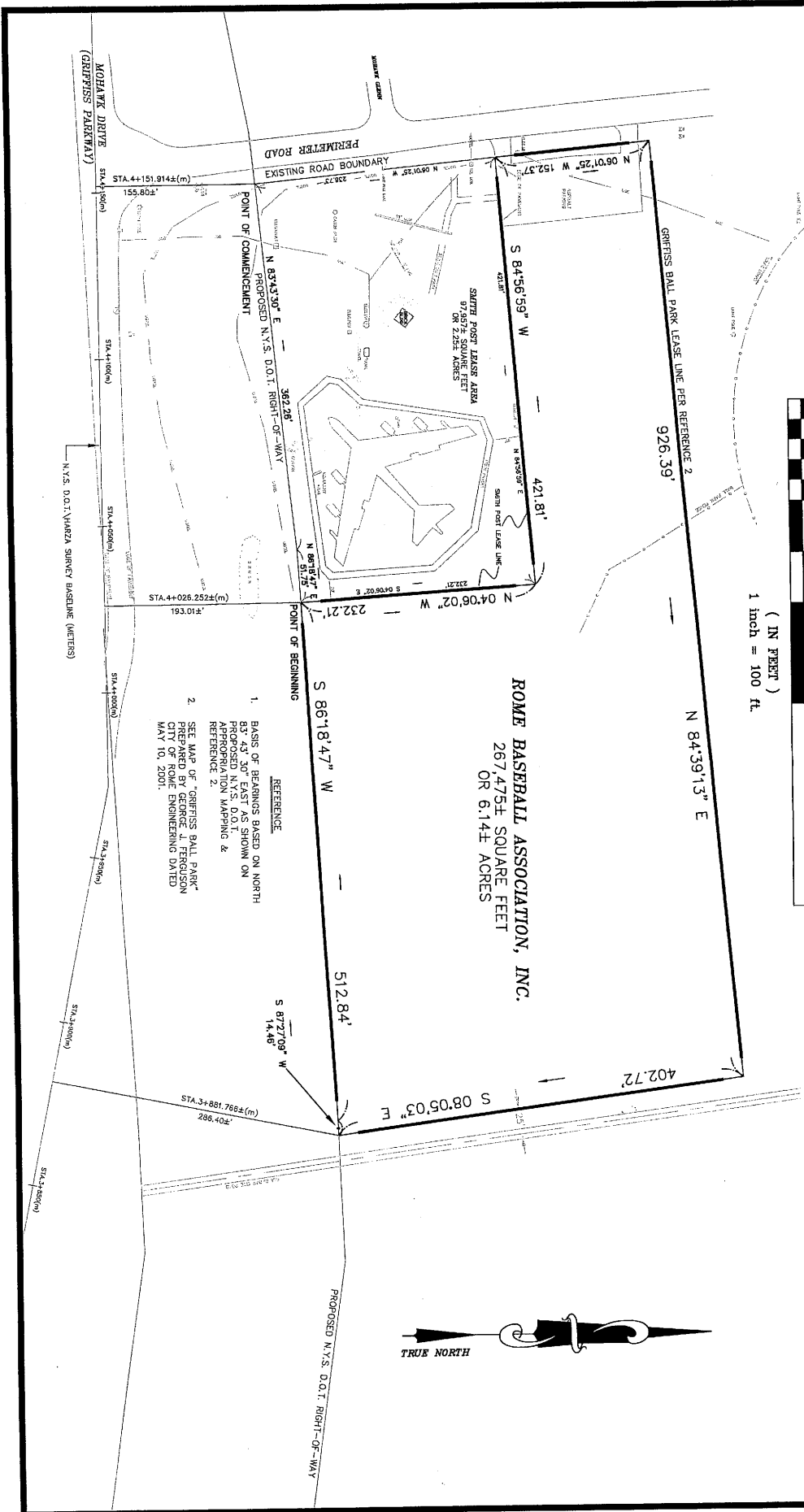
South 87° 27' 09" West 14.46 feet to a proposed right-of-way angle point; thence
South 86° 18' 47" West 512.84 feet to the Point of Beginning, containing 267,475±
square feet or 6.14± acres more or less.

The above mentioned courses and distances are as shown on a map entitled, "Map and Survey Showing Proposed Lease Area Prepared for Rome Baseball Association, Inc., Outside District, City of Rome, County of Oneida, State of New York", prepared by the Oneida County Department of Public Works, Division of Engineering and dated April 7, 2010.



GRAPHIC SCALE

MAP AND SURVEY SHOWING PROPOSED LEASE AREA PREPARED FOR ROME BASEBALL ASSOCIATION, INC. OUTSIDE DISTRICT CITY OF ROME		DRAWN BY: Jeffrey Dudo SCALE: 1" = 100' DATE: April 7, 2010 SHEET 1 OF 1
ROME BASEBALL ASSOCIATION, INC. OUTSIDE DISTRICT CITY OF ROME		ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING



- REFERENCE
1. BASIS OF BEGINNINGS BASED ON NORTH 85°43'30" EAST AS SHOWN ON PROPOSED N.Y.S. D.O.T. APPROPRIATION MAPPING & REFERENCE 2.
 2. SEE MAP OF "GRIFFISS BALL PARK" PREPARED BY GEORGE J. FERUGSON CITY OF ROME ENGINEERING DATED MAY 10, 2001.

LEASE AGREEMENT

This Lease Agreement dated the _____ day of _____, 2010, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**Lessor**" and the **Rome Baseball Association, Inc.**, P.O. Box 4337, Rome, New York, 13444-4337, hereinafter referred to as "**Lessee**".

WITNESSETH

Whereas, the Lessor is the owner of certain property located at the Griffiss Business Park, more particularly described and depicted on Exhibits "A" and "B" attached herewith, consisting of 6.14 acres more or less, which acreage lies adjacent to the DeLutis Field Baseball Complex at the intersection of Perimeter Road and Mohawk Drive (NYS Rte. 825) and

Whereas, the Lessee wishes to lease this described property from the Lessor to assist the Lessee in the development and improvement of the baseball field complex, and

Whereas, the Lessor wishes to assist the Lessee in the promoting the athletic and recreational purposes of the site and the enhancement of the Park in general

NOW THEREFORE, in consideration of the premises and the mutual promises made by the parties hereto, the Lessor and Lessee agree as follows:

1. The Lessor shall let to the Lessee and the Lessee shall lease from the Lessor approximately 6.14 acres of property situated at the intersection of Perimeter Road and St. Rte. 825 in the City of Rome, County of Oneida and State of New York as more particularly set forth and described on Exhibit "A", Description, and Exhibit "B", Map and Survey, both of which exhibits are attached hereto and made a part hereof this Lease Agreement (the "Demised Premises")
2. The Lessee shall pay to the Lessor the annual sum of One and 00/100 Dollars (\$1.00) for the lease of said 6.14 acres for a term of six (6) years commencing on June 1, 2010 and ending on May 31, 2016. The Lessee shall have the right to renew the Lease Agreement for four (4) additional terms of five (5) years each on the condition that the Lessee is, upon the date of any renewal and thereafter, in compliance with all of the terms of this Lease Agreement and the Demised Premises is being used for the athletic and recreational purposes set forth herein..

3. Lessee may renew this Lease Agreement as provided herein upon written notice to the Lessor at least ninety (90) days prior to the expiration of the term immediately preceding such notice. Said notice must be served as set forth in paragraph 8 below.
4. Lessee agrees that it shall not place or store on the Demised Premises or in any structure thereon any hazardous materials or supplies.
5. Groundskeeping and maintenance of the Demised Premises shall be the sole responsibility of the Lessee. Lessee promises to maintain the Demised Premises in a neat and orderly condition. Lessee further agrees to make all payments related to any utility services provided to the Demised Premises and engendered by the Lessee's occupancy of the Demised Premises for the purposes set forth herein.
6. The Lessee agrees to indemnify and hold harmless the Lessor and the County of Oneida from and against any and all claims, suits and demands for personal injury, including death and property damage, which may arise or be attributable to the negligence or lack of care of the Lessee, its employees, agents and invitees in relation to Lessee's use, occupation and maintenance of the Demised Premises.
7. In the event that the Lessee defaults in the performance of any of the covenants herein, it is mutually understood and agreed that the Lessor may terminate this Lease Agreement and re-enter said premises without resort to judicial process or to any legal remedy available to it.
8. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessors shall be addressed to:

Oneida County Dept. of Public Works
6000 Airport Road
Oriskany, New York, 13424

Attention: Commissioner of Public Works

Notices to the Lessee shall be addressed to:

Jeff DeLutis
Rome Baseball Association, Inc.
P.O. Box 4337
Rome New York, 13442-4337

9. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.
10. This lease agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.
11. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.

County of Oneida County

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

DATE _____

Rome Baseball Association, Inc

By: _____

Jeff DeLuttis
Chairman

DATE: 6/10/10

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

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Neil C. Angell, Vice Chairman
Harry A. Herline, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
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Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Joel M. Tuttle, Authority Secretary

June 1, 2010

FN 20 10 - 246

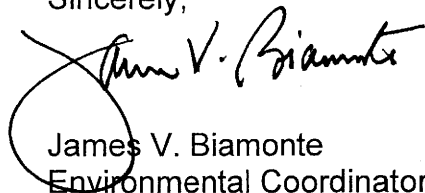
Mikale Billard
Clerk of the Board
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

READ & FILED

Dear Mr. Billard:

Pursuant to New York State Municipal Law Section 120-w, please make available the enclosed Draft Request for Proposals for public review until 8/3/10. Thank you.

Sincerely,


James V. Biamonte
Environmental Coordinator

JVB/aag

Enclosure

2010 MAY 30 PM 3:13
RECEIVED
ONEIDA COUNTY LEGISLATURE

DRAFT REQUEST FOR PROPOSALS

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

**SINGLE STREAM RECYCLABLES
PROCESSING SYSTEM
PROJECT**

June 2010

RFP No. 10-03

Draft RFP

SINGLE STREAM RECYCLABLES PROCESSING SYSTEM PROJECT

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Draft RFP

SINGLE STREAM RECYCLABLES PROCESSING SYSTEM PROJECT

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1. Project Objective

The Oneida-Herkimer Solid Waste Authority (Authority), a New York State Public Benefit Corporation owns and operates a dual stream Materials Recovery Facility (MRF) that is located at 80 Leland Ave. Extension, City of Utica, Oneida County, New York.

The purpose of this Draft Request for Proposals (RFP) is to solicit proposals for the design, procurement and installation of a new Single Stream Recyclables Processing System (SSRPS) within the existing MRF building, and provide associated work to renovate the existing MRF.

The SSRPS will utilize proven technologies to maximize the use of automatic sorting equipment, maximize recyclable commodities recovery, and provide the most cost effective SSRPS.

Proposals will be accepted for one Respondent to design, manufacture/procure and install a single stream recyclables processing system (SSRPS) project within the existing MRF building.

The Oneida-Herkimer Solid Waste Authority does not discriminate because of race, creed, color, national origin, sex, age, disability or marital status. All qualified respondents will be afforded equal opportunities without discrimination.

1.1 Background

The MRF started operations in February 1991 and is designed to receive and process 200 tons per day of residential and commercial recyclable materials.

Recyclables are delivered to the MRF by municipal and commercial haulers in two separate streams, (mixed fiber and mixed containers) for processing into marketable commodities through a combination of automated and manual sorting.

Historical tonnages and types of recyclable materials currently processed at the MRF are contained in Appendix A.

The MRF is permitted to operate per NYS Department of Environmental Conservation regulations.

The Authority has made a decision to convert the MRF sorting system to a single stream type operation to further increase recycling participation rates, increase collection efficiency, improve the operating efficiency of the MRF and provide new equipment to replace existing sorting equipment which is reaching the end of its useful lifecycle.

The conversion of the MRF to a single stream operation will require the complete shutdown of the existing MRF processing system.

The Authority will continue to operate the receiving operations at the MRF on the existing MRF tip floor where recyclables will be loaded into transfer trailers for processing at a contract processor.

Prior to the start-up of the new SSRPS, the Authority will implement new requirements for the set out and collection of recyclables that will include prohibiting the delivery of recyclables to the MRF in plastic bags.

1.2 Project Scope

The Authority is soliciting proposals from qualified firms to design, procure and install a new SSRPS in an existing MRF, and renovate portions of the existing MRF building.

The new SSRPS will be capable of receiving a single stream of mixed fiber/container recyclables from municipal/commercial haulers and processing these recyclables into the marketable commodities as specified in this RPF.

The Authority is seeking innovative proposals that will incorporate all components of a new SSRPS within the existing MRF, refurbish and reuse any components of the existing MRF equipment and structures into the new SSRPS to the greatest extent possible consistent with the SSRPS reliability and function requirements. The proposal should also maximize the use of automated sorting equipment and provide the most cost-effective and reliable method to receive and process single stream recyclables and provide a complete operating SSRPS in the shortest amount of time possible to minimize the amount of recyclables that will be transported to an interim processing facility.

The Respondent (Contractor) will provide the complete design, procurement and installation for all aspects of the new SSRPS including, but not limited to, existing building modifications/additions, removal of existing processing equipment/related structures, process, mechanical, electrical, and control elements.

The Contractor is responsible for the delivery, unloading, storage, and installation of all components required for a complete and operational SSRPS meeting the performance criteria set forth in this RFP.

2.0 MRF Particulars

- The MRF is located at the Authority's Utica Facility complex that also includes the Eastern Transfer Station, Residential Convenience Center, Green Waste Composting Site, Household Hazardous Waste Facility and Scale House.
- The MRF building has existing natural gas, municipal water, sewer and three-phase electric power services available.
- The MRF structure is a pre-engineered clear span metal building consisting of the following areas:
 - Receiving Area (tip floor)
 - 125' wide x 150 long x 30' high (interior wall height)
 - Processing Area
 - 1st Floor - 125' wide x 200' long x 46' (interior wall height) with partially enclosed 2nd floor sorting/office/employee areas
 - Exterior Glass Processing and Storage Area
 - 50' wide x 54' long x 24' high
- MRF Design/Construction drawings are available at www.ohswa.org.
- List of existing MRF processing equipment is listed in Appendix C.
- The Contractor is free to utilize the entire floor to ceiling space within the entire existing MRF building for the installation of the new SSRPS.
- Construction beyond the existing footprint of the MRF structure may require the installation of piles, removal of buried concrete foundations, and/or removal of oil contaminated soils.
- No changes are to be made to the existing traffic patterns to the Authority's truck scales, Eastern Transfer Station, Transfer Trailer Staging Area, Residential Convenience Center or Green Waste Composting Site.

3.0 Coordination

- The Authority will continue to receive and load-out recyclables on the MRF tip floor during the entire construction phase of the SSRPS project.
- The Contractor shall coordinate work hours and work with the Authority to minimize impacts to ongoing MRF tip floor operations and provide Authority with sufficient room to perform required operations.
- The Contractor shall coordinate installation of SSRPS with the Authority during the project.

4.0 Procurement Process

The Authority desires to enter into an agreement for a single stream recyclables system project (SSRPS) through a competitive selection process. The Authority shall follow the procedure and guidelines contained within Section 120-w of the NYS General Municipal Law throughout the procurement process. A brief description of this procurement process is as follows:

- This draft provides information on the scope of work the Respondent is to perform. It describes the procurement process and schedule, and the criteria that the Authority will use to evaluate the proposals submitted by Respondents. It sets forth the information the Respondents must provide, and forms which they must complete in order to submit a proposal.
- On May 17, 2010 the Authority Board of Directors issued a Resolution authorizing and directing the Executive Director to issue the draft RFP.
- There shall be a sixty (60) day comment period following the distribution of this draft RFP. Written comments received during this period shall be considered by the Authority and any necessary adjustments will be made to the final RFP. **Comments (five (5) copies) may be forwarded to Michael Wolak, Director of Engineering, Oneida-Herkimer Solid Waste Authority, 1600 Genesee Street, Utica, NY 13502 by 3:00 p.m., August 3, 2010.**
- **A pre-proposal conference and facility tour will be held at 10:00 a.m. on June 25, 2010 at the Oneida-Herkimer Solid Waste Authority Materials Recovery Facility, 80 Leland Ave. Ext., Utica, NY 13502. Attendance is mandatory.**
- **Respondents are to submit their final proposals (five (5) copies) to Michael Wolak, Director of Engineering, Oneida-Herkimer Solid Waste Authority, 1600 Genesee Street, Utica, NY 13502, no later than 3:00 p.m. on September 15, 2010.** All proposals must be enclosed in a sealed envelope, plainly marked on the outside with the title of the project for which the proposal is being submitted and the name of the Respondent.
- Proposals shall remain in full force and effect for one hundred eighty (180) days from the final proposal submission date.
- The Authority will review and evaluate the business, financial, and technical information in proposals submitted in accordance with the criteria stated in this RFP. All required forms will also be reviewed. The proposals, to the extent deemed pertinent by the Authority, may be evaluated in accordance with the additional factors specified in Section 120-w of the General Municipal Law.
- Based on the evaluations described above, the Authority will determine which Respondents, if any, will be selected for interviews and possible follow-up negotiations. A recommendation of award will then be made to the Authority Board of Directors. Following the recommendation, the Authority Board will consider an award of an Agreement to the successful Respondent to the RFP. After an award of an Agreement, the Respondent shall be considered by the Authority as a Contractor.
- The Authority reserves the right to require additional information and commitments as a result of the negotiations.

4.2 Proposal Schedule

Estimated Date	Event
May 17, 2010	Release draft RFP
June 2, 2010	Notice of issuance of draft RFP published in applicable outlets. The draft RFP shall be filed with the two County governments.
June 25, 2010	Pre-proposal conference and tour
August 3, 2010	Deadline for comments on draft RFP.
August 25, 2010	Notice of issuance of Final RFP published in applicable outlets. The final RFP, a set of the comments received and the responses shall be filed with the two Counties and in the municipal public library.
September 15, 2010	Responses (Proposals) to final RFP due.
September 30, 2010	The Authority selects qualified Respondent(s) for interview and possible negotiations.
October 1 – November 15, 2010	Separate meetings and interviews with each qualified Respondent on project and potential modifications to the qualified Respondent's proposal, if deemed necessary by the Authority.
November 15, 2010	Authority Board authorizes entering into agreement with preferred qualified Respondent

The Authority reserves the right to modify the above schedule at any time. It is anticipated that the project will be completed and on-line in the last quarter of 2011.

4.3 Authority Rights

The Authority:

- Reserves the right to reject any of the proposals submitted.
- May amend, modify, or withdraw the RFP.
- May perform part of the work tasks proposed in the RFP net of the design, procurement/fabrication and installation of the new SSRPS process equipment.
- May issue subsequent RFPs.
- May require clarification, supplementary statements, or information from firms.
- May extend the deadline for responses to the RFP.
- May alter the proposed procurement schedule at any time.
- May waive or correct any irregularities, after prior notice to the Respondent.
- May enter into negotiations with one or more respondents.
- May defer public announcement of bids and/or contractual terms until award of Agreement.

This RFP does not obligate the Authority to award an Agreement, and the Authority will not pay for any costs incurred in preparing any proposal. All proposals are prepared at the sole cost and expense of the firms submitting them.

4.3 Proposal Contents

All proposals shall include the following, if applicable:

- Description of the proposed SSRPS project and the technology necessary to accomplish it. This shall include layout of proposed physical equipment and related facilities.
- Total energy requirements of the SSRPS.
- The proposal should also describe what and how the existing MRF building will be modified to accommodate the new SSRPS and any related components that are necessary for this project.
- List all local, state and federal permits/licenses required by Contractor for the proposed SSRPS project. It will be the sole responsibility of the Contractor to secure and pay for all such permits/licenses.
- Description of a detailed project schedule, including time needed for fabrication of SSRPS equipment as well as the actual schedule for the removal of exiting equipment and structures, installation of new equipment, and start-up/performance testing of the SSRPS. Milestones and tasks must be identified and include any design and engineering tasks, material lead times, mobilization, construction tasks, testing, start-up of operations. A project management chart or similar display is encouraged.
- Describe previous projects of similar size and scope undertaken by the Respondent, include contact name, phone numbers and addresses. The Authority would like all Respondents to have experience with at least three (3) previous projects. However, the Authority recognizes that there may be highly qualified respondents that do not meet this criterion. It is the burden of the proposer to demonstrate to the Authority's satisfaction that it can, in fact, design, build and install a SSRPS as defined by its proposal. This will be based on the Respondent's experience, references, contacts, staffing, and the ability to provide sufficient detail that the Authority can adequately assess the qualifications of the Respondent. The Authority or its agent will independently verify all statements made by the Respondent.

4.3 Proposal Contents (continued)

- List project team members, include background, experience with this type of project, formal training, and education. The exact number of years of experience on similar projects must be specified.
- Describe the estimated project capital costs to provide the proposed SSRPS. The Respondent submitting a proposal must also demonstrate the ability to financially and logistically complete the proposed capital project. Please show the source of financing for the project (i.e., internally generated funds, bank financing etc). Respondents must submit a certified copy of the Respondent's last three (3) years' financial statements, including a consolidated statement of income and a consolidated balance sheet arrived at by generally accepted accounting principles with their proposal. The Respondent must also disclose any other pending projects and/or proposals that may impact their logistical or financial ability to complete this project, specific to their size and cost. The Respondent is also required to disclose any litigation or judgments against them within the last three (3) years.
- Discuss anticipated operational procedures and adjustments that may be desired in the current recycling program in order to optimize or increase the quantity and quality of recyclable commodities generated by the SSRPS. These procedures will only be considered if they do not jeopardize the current or future recycling program and/or regulatory compliance of the MRF.
- An explanation of how the Respondent will mitigate risk to Authority operations during the construction period must be included. The proposal should also include a description of the Authority's rights if the proposed project was started, but the selected Respondent was unable to complete said project due to unanticipated financial failure such as bankruptcy. Include any information pertaining to performance guarantees, right to ownership over the existing facilities that may be constructed as part of this project, and proprietary issues that may impact the Authority's ability to obtain said facility.
- The required proposal forms (attached) must be fully executed and transmitted with the proposal.

5.0. Proposal Criteria and Professional Standards

5.1 Criteria for Proposal Review:

Each proposal submission will be reviewed for compliance and conformance to the requirements of this RFP. The Authority will be reviewing all submitted proposals based upon the following business, financial and technical criteria:

- Prior experience designing, procuring and installing single stream recyclables processing system projects.
- Prior experience designing, procuring and installing single stream recycling system projects that include demolition, building modifications and reuse of existing processing equipment.
- Prior experience designing and installing the specific equipment proposed for the Authority's SSRPS project.
- Financial qualifications of the Proposer.
- Price, including fees for the design, fabrication and installation of the SSRPS.
- Personnel proposed to be assigned; with consideration given to the number of personnel, their qualifications and extent of their involvement to the project.
- Commitments for performance, including guarantees of performance in terms of penalties for failing to meet guaranteed levels of processing capacity and residue generation.

Proposals will be evaluated with respect to:

- Experience in designing, procuring and installing single stream recyclables processing systems.
- Experience in designing, procuring and installing single stream recyclables processing systems that include demolition, building modifications and reuse of existing processing equipment.
- Number and years of operation of similar single stream recyclables processing systems designed and installed by proposer.
- Performance and reliability for such systems.
- Total SSRPS through-put capacity.
- SSRPS residue generation rate.
- Quality and durability of equipment.
- Movement of direct loads of old corrugated cardboard (OCC) to storage bin(s) and balers
- Bale storage capacity and location.
- Movement of baled materials from storage to load-out docks.
- Delivered and installed total equipment cost.
- Total project cost.
- Total project cost with optional optical sorter.
- Project schedule.
- Extent of re-use of existing MRF equipment and structures.
- Ease of maintenance for routine repair/replacement of parts and major equipment repair or removal.
- Estimated electrical use for operation of the SSRPS at design capacity.
- Estimated maintenance cost for operation of the SSRPS at design capacity over ten (10) years.
- Extended warranties provided by Contractor and/or equipment suppliers

Proposals evaluation (continued)

- Number of worker required to operate the SSRPS at design capacity to meet market commodity specifications and residue rate.
- Number of workers required to maintain SSRPS.
- Location of home office, regional offices, maintenance facilities, parts and supplies storage facilities and resources available at those offices and their ability to respond in a timely manner to requirements of the MRF and the Authority.
- Ability for Authority to make direct changes to operating parameters of SSRPS without incurring fees for technical services from Contractor and/or equipment manufacturer representatives.
- Proprietary sole source equipment and operating software included in SSRPS.

5.2 Professional Standards and Insurance:

The Respondent shall clarify to the Authority that it will meet all applicable, local, state, and federal requirements regarding employment and professional standards including the provision of equal employment or subcontracting opportunities.

The Contractor will obtain insurance, as designated by the Authority, for itself, its subcontractors, and the Authority. Submission of proof of insurance from the Contractor's insurance agent shall accompany the proposal and include the following initial coverage requirements and minimum limits:

Workers' Compensation and Employers' Liability	Statutory
Comprehensive Automobile Liability	\$1,000,000
Comprehensive General Liability	\$2,000,000 aggregate \$1,000,000 each occur.
Umbrella	\$5,000,000
Professional Liability	\$2,000,000

Depending on the nature of the selected proposal, the Authority reserves the right to subsequently modify the insurance requirements.

5.3 Force Majure:

Neither party will be liable for losses, defaults, or damage which may result from delays in performing any or all of the obligations or responsibilities imposed upon it in any Agreement resulting from this RFP because of Acts of God, acts of government, earthquakes, floods, or other causes beyond the reasonable control of the party so delayed in, or so unable to perform; provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall assume full performance of such obligations and responsibilities promptly upon removal of such a cause.

5.4 Disclosure of Proposal Contents:

The New York State Freedom of Information Law, Public Officers Law, Article 6, Sections 84-90 mandates public access to government records. Proposals submitted in response to this RFP may contain data the public disclosure of which would cause substantial injury to the Respondent's competitive position or constitute a trade secret.

Such data may be exempted from mandatory disclosure under the State Freedom of Information Law. To endeavor to protect such data from disclosure under the State Freedom of Information Law, the Respondent should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the front of its proposal:

NOTICE

The data on page(s) _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are trade secrets and/or whose disclosure would cause substantial injury to the Respondent's competitive positions. The Respondent requests that such data be used only for the evaluation of the proposal, but understands that such data may otherwise be disclosed to the extent that the Authority determines is necessary or proper for compliance with any law, order or decree of any court or agency of competent jurisdiction, or necessary or proper in the Authority's view to show compliance by the Authority with any law, including without limitation Section 120-w of the General Municipal Law of the State of New York, order or decree of any court or agency of competent jurisdiction.

In the event (i) properly marked data are requested pursuant to any other law, order or decree of any court or agency having competent jurisdiction, or (ii) the Authority deems disclosure of properly marked data necessary to show compliance by the Authority with any law, order or decree of any court or agency having competent jurisdiction, then the Authority shall endeavor, where reasonably possible, to notify the Respondent of such disclosure. Under no circumstance shall such notification be a condition of any such disclosure or use. At no time and in no manner does the Authority assume any responsibility to the Respondent for any such disclosure or use of such data.

The Authority assumes no responsibility for any disclosure or use of marked or unmarked data for any purpose. In the event properly marked data are requested pursuant to the State Freedom of Information Law, the Respondent will be advised of the request and may expeditiously submit to the Authority a detailed statement indicating the reasons it has for believing the information is exempt from disclosure under such Law. This statement will be used by the Authority in making its determination of whether or not disclosure is proper under such Law. The Respondent must bear all costs incurred in connection with any action or proceeding to compel disclosure of any properly marked data.

6.0 Maps, Figures and Additional Facility Tours

Respondents are responsible for familiarizing themselves with existing building and site conditions. In addition, Respondent should conduct their own due diligence prior to submitting a proposal.

MRF design, construction and equipment plans are available at www.ohswa.org for the purpose of preparing a response to this RFP. The Authority makes no guarantee of complete accuracy.

Contact Michael Wolak, Director of Engineering at 315-733-1224 Ext. 1300 or mikew@ohswa.org to arrange additional facility tours.

7.0 Representative of Contractor

Once a firm is selected and an Agreement entered into, the Contractor shall appoint an individual representative (the "Project Manager"), acceptable to the Authority, authorized and empowered to act for and on behalf of the Contractor on all matters concerning the SSRPS project. In all such matters, the Contractor shall be bound by the written communications, directions, requests and decisions by the Project Manager.

The Contractor's employees and sub-contractors shall notify the Authority upon arrival at the facility site. The Contractor shall provide a means of contact between their staff while on site and the Authority staff for security and safety purposes. The Contractor shall be able to work extended hours to install the SSRPS, pending approval of Authority and receipt of Dispensation of Hours from the NY State Department of Labor.

8.0 Work and Services Provided by Others

8.1 Authority will provide the following:

- All state and local building and operational permits required for the SSRPS project
- Electric and water during installation, start-up and testing of SSRPS.
- Removal of all electric, sewer, air and water lines to existing MRF equipment that will not be incorporated into new SSRPS.
- Complete removal of existing natural gas heating system located on MRF tip floor and process floor including unit heaters, piping and electrical feeds.
- Disposal of all non-hazardous solid waste generated from project including roll-off containers and transportation.
- Lay down area(s) for surplus and new SSRPS equipment.
- Removal and repair to exterior and interior metal panels on MRF building as necessary.

8.2 Authority Option to Provide Additional Work and Services

The Authority has the option to perform part of the work tasks proposed in the RFP net of the procurement/fabrication and installation of the SSRPS process equipment.

9.0 Single Stream Process System

9.1 Process Description

In general, the Contractor will provide a complete SSRPS to perform the following:

- Receive loads of single stream recyclables from municipal and commercial haulers.
- Store received recyclables for processing.
- Direct feed clean loads of old corrugated cardboard (OCC) into storage bunker(s), primary baler and/or secondary baler.
- In-feed recyclables from the tip floor to the sorting equipment using a surge hopper/metering device to provide uniform feed to pre-sort line.
- Pre-sort recyclables to remove contaminants prior to processing.
- Sort recyclables into high quality, marketable commodities using combination of automated equipment and manual sorting.
- Maximize use of automated equipment to perform sorting processes.
- Minimize use of small bins/barrels that require manual moving and unloading.
- Quality control process to produce high quality commodities meeting market specifications as contained in Appendix C.
- Recover and process no less than 95 % of fiber and container materials from single stream recyclables received.
- Limit amount of fiber and container recyclables in residue to no more than 5% of the incoming single stream.
- Store sorted recyclables for baling.
- Bale all processed recyclables (except glass) using one (1) new high volume/high density baler
- Bypass primary baler to allow baling of all processed recyclables (except glass) using one (1) new secondary baler.
- Crush and screen glass to remove contaminants and paper.
- Store bales, processed glass and residue.
- Load out stored materials.

9.2 Equipment and Facility Areas

In general, the Contractor will provide the following processing equipment and facility areas:

- Enclosed tip floor with minimum of 475 tons of storage capacity, back in unloading configuration and reinforced concrete push wall(s) of same height as existing push walls in all areas used to stockpile recyclables.
- Minimum two (2) new heavy duty, high cycle, electrically operated, full height overhead receiving doors.
- In-feed storage hopper with metering device to provide uniform bed depth/constant flow onto the presort line.
- Pre-sort line to remove trash, film or other unacceptable materials.
- Vacuum system to convey all film from manual/automated sort areas to residue storage area(s).

Contractor provided processing equipment and facility areas (continued)

- One (1) large OCC separator
- Two (2) old news print (ONP) separators
- One (1) paper/container separator
- One (1) eddy current aluminum separator
- One (1) glass breaker and paper separator
- One (1) optical PET sorter
- One (1) optical HDPE sorter
- One (1) automated ferrous metal remover
- One (1) new high capacity/high compaction primary baler
- One (1) new high capacity/high compaction secondary baler
- Pre-sort and post-sort control conveyors
- Material conveyors and storage bunkers
- Enclosed, heated and air conditioned worker sort areas
- Heated and air conditioned manager office, employee restrooms, break-room and meeting room capable of holding twenty (20) visitors
- Lunch room and restrooms are to be designed to accommodate sixteen (16) existing Authority employees plus number of total number of workers to operate SSRPS as included in Respondent's proposal
- Maintenance and Spare Parts Storage Area(s)
- Enclosed electrical room
- Enclosed sorted material storage areas
- Enclosed bale storage area(s)
- Full height push walls in all areas of MRF used for bale storage
- Load out docks to accommodate standard box trailers and export container trailers

9.3 Temporary Employee Facility Areas

- The Contractor will be required to provide temporary and/or new employee facilities including a manager's office, lunchroom and employee bathrooms in the event the design of the SSRPS require the demolition of these facilities.
- Temporary facilities are to be designed to accommodate a minimum of sixteen (16) employees.
- All temporary facilities provide by the Contractor are to be operational a minimum of one (1) month before commencing demolition.

9.4 Optional Equipment

The Contractor will provide a plan and associated cost for the addition of an optical sorter and related equipment to the SSRPS to separate the HDPE plastic stream into natural and colored containers.

Cost for above is to be included in the Respondents Proposal as a separate optional equipment cost line item.

9.5 Equipment Design Standards, Fabrication and Installation

In general the Contractor shall design, manufacture, construct and install all equipment and materials to meet the following criteria:

- Comply with all current and applicable federal, state and local codes, standards and requirements, including but not limited to OSHA, National Electrical Codes, Energy Efficiency Codes, NFPA 654, NY State Building Codes and NY State prevailing wage/public work projects.
- Provide for emergency stop and lockout/tagout devices of all equipment and locations where required.
- Minimize the use of energy at the facility through use of high efficiency motor, variable frequency drives, energy efficient space heating energy efficient lighting and other alternatives.
- Minimize the operating and maintenance requirements.
- Minimize interruptions in SSRPS operation due to incidental film plastics not being removed in pre-sort area.
- Operate all equipment at full capacity in unheated building at project locations maximum high and low ambient temperatures.
- Prevent interruptions of SSRPS operation due to processing of recyclables that are delivered to the facility in a wet and or icy condition.
- Manufacture equipment using industry standard heavy duty materials and high quality workmanship.
- Minimize generation of dust by use of ductwork and treatment devices.
- Provide minimum twenty (20) year serviceable life for all new and refurbished enclosures and structural components.
- Provide minimum twenty (20) year serviceable life for all new and rebuilt processing equipment including but not limited to balers, screens, optical sorters, magnets, eddy current, conveyor structures, motors, drives and electrical controls.
- Provide minimum ten (10) year serviceable life for conveyor's steel belts.
- Provide minimum five (5) year serviceable life for conveyor's rubber belts.

96 Warranties

The Contractor shall warrant the complete SSRPS including all parts, labor and freight cost for a minimum of one (1) year after final acceptance of SSRPS by Authority.

Any manufacturers' warranties longer than one (1) year shall apply to the benefit of the Authority.

9.7 Performance

The Contractor will provide a SSRPS to meet the following performance criteria:

- Minimum sustained through-put capacity of 25 tons per hour as measured over 9.5 hours of run time during one shift
- Receive 49,400 tons per year of the following single stream recyclable products:

Newspapers and inserts	Magazine and catalogs
Mixed office paper	Phone books
Brown grocery bags	Lightweight cardboard
Junk Mail	Kraft Paper
Corrugated Cardboard (OCC)	Glass containers
Plastic containers # 1 # 5	Beverage cartons/ juice boxes
Ferrous metal cans	Aluminum cans and foil
- Process received recyclable products into the following marketable commodities:

# 8 News	Hard Mixed Paper (HMP)
Corrugated Cardboard (OCC)	Ferrous Metal
Aluminum (Cans and Foil)	Mixed Glass Aggregate
Mixed PET Plastic (# 1)	Mixed PVC/LDPE/PP (# 3, # 4, # 5 & # 7)
Beverage cartons/juice boxes	HDPE Natural Plastic (#1)
	HDPE Colored Plastic (#2)
- Produce a residue containing a maximum of 5% fiber and container content.
- Meet commodity mill specifications provided for in Appendix C.

9.8 Acceptance Testing

Prior to final acceptance of the SSRPS by the Authority, the Contractor will demonstrate that all components of the SSRPS meet the specified requirements by passing a formal Acceptance Test.

The Acceptance Test will consist of the following:

- Operating SSRPS for ten (10) hours per day using staffing levels included in Contractor's Proposal.
- Process 500 tons of single stream recyclables.
- Weighing of all materials fed into SSRPS.
- Weighing of all non-recyclable materials removed prior to first piece of automated sorting equipment.
- Weighing of all fiber and plastic materials baled.
- Weighing of all glass processed.
- Weighing of total amount of residue generated.
- Weighing of total amount of fiber and containers materials in residue.
- Weighing of unprocessed materials remaining in SSRPS at completion of test.
- Weighing of all processed material not meeting mill specifications.

9.8 Acceptance Testing (continued)

The Authority will provide the following for the Acceptance Test

- Documentation of total run time per day and overall total run time.
- Single stream recyclables in quantities required by Contractor for start-up, training and Acceptance Test.
- Trained labor force to operate and maintain SSRPS at staffing levels and locations included in Contractor's Proposal.
- All rolling stock to operate SSRPS including front end loader, skid steer loaders, fork lifts and roll-off containers.
- Trailers and/or storage area for quantities of processed materials exceeding storage capacity of MRF.
- Certified scales.

The Contractor will provide the following for the Acceptance Test

- Test schedule and program for each day of including start/end time and scheduled maintenance times for review/ approval by Authority.
- All Material and supplies as required to complete Acceptance Test.
- All labor, material and supplies to maintain and repair SSRPS during Acceptance Test.
- Clean up and repair of SSRPS after completion of Acceptance Test.

9.9 Criteria for the Acceptance Test

The criteria for acceptance of the SSRPS shall be as follows:

- Tons per hour throughput to be no less than throughput provided in Contractor's Proposal. Tons per hour calculation will be based on tons of material into SSRPS and total run hours during test, including down time for repairs, clean-up, scheduled worker breaks, pauses or other interruptions in processing.
- Process 700 tons of single stream recyclable.
- Number of people required to operate and maintain SSRPS.
- Quantity of marketable products produced meeting mill specifications.
- Efficiency of automated sorting equipment.
- Excessive system blockages and leakage.
- Tons of Fiber and Containers contained in residue.

10.0 Failure of Initial Acceptance Test and Corrective Measures

- Acceptance shall be terminated and determined to have failed if duration of unscheduled shutdown of SSRPS is in excess of four (4) hours will constitute failure of Acceptance Test or Contractor terminates test before 700 tons have been processed.
- Contractor shall make all required corrective measures to SSRPS within 30 days at no cost to Authority and provide Authority minimum of one week notice on schedule for second Acceptance Test.

11.0 Penalties

11.1 Failure to Perform Second Acceptance within Thirty (30) Days of Initial Test

The Contractor will be assessed a penalty in the amount of three thousand (\$3,000.00) per calendar day until the second Acceptance Test has commenced.

11.2 Failure to Perform Second Acceptance within 31 to 60 Days of Initial Test

The Contractor will be assessed a penalty in the amount of six thousand dollars (\$6,000.00) per calendar day until the second Acceptance Test has commenced.

12.0 Contractor's Scope of Work

12.1 Submittal

The Contractor shall provide a submittal that includes but not be limited to the following:

- Total project schedule including design, procurement of equipment, demolition, modifications to building, new equipment and facilities installation, start-up, training and acceptance testing.
- Total project cost
- Plan and associated cost for optional HDPE optical sorter .
- Itemized list and trade credit to Authority for existing MRF processing equipment, metal structures or other components that will not be incorporated into the new SSRPS.
- Drawings, equipment descriptions and flow schematics for SSRPS proposed.
- Individual SSRPS equipment capacities and efficiencies.
- Total SSRPS processing and ancillary equipment supply and installation costs.
- Individual SSRPS processing and ancillary equipment supply and installation costs.
- Total number and duties of workers required to operate and maintain SSRPS.
- Total SSRPS processing capacity in tons per hour.
- SSRPS residue rate in tons of residue generated per ton of acceptable recyclable processed.
- Cost and list of spare parts required to maintain SSRPS per equipment manufacturer's recommendations for initial year of operation.
- Rotating star screen disks replacement cost and estimated replacement schedule based on tons processed.
- Plan and associated cost for proposed demolition, disassembly and removal of any existing MRF equipment and metal storage bins that will not be incorporated into the new SSRPS.
- Plan for demolition and removal of any concrete and masonry structures that will not be incorporated into new SSRPS.
- Plan and associated cost for removal and or renovation of the pre-fabricated enclosures on the 435 elevation.

12.1 Submittal (continued)

- Plan and associated cost for the removal, renovation and/or construction of new manager's office, employee restrooms, break-room and meeting area.
- Plan and associated cost for temporary employee facilities.
- Plan and associated cost for rebuild and re-use of existing MRF equipment and structures.
- Plan and associated cost for proposed modifications to existing interior metal and concrete structures.
- Plan and associated cost for proposed modifications to fire protection/detection for MRF structures and new SSRPS equipment.
- Plan and associated cost for proposed modifications to MRF pre-engineered metal building exterior walls.
- Plan and associated cost for proposed wall protection in bale storage area(s).
- Plan and associated cost for proposed modifications to shell of MRF building including but not limited to overhead doors and ventilation louvers.
- Plan and associated cost for proposed modifications to existing MRF electrical, natural gas and sewer fire suppression/detection systems.
- Plan and associated cost for proposed modifications to electrical, fire suppression and fire detection systems connections to existing Transfer Station.
- Plan and cost to provide electrical power to main electrical panel(s) for new SSRPS.
- Plan and associated cost for proposed modifications to MRF building interior and exterior lighting.
- Plan for traffic patterns for new SSRPS.
- Additional information as determined by Contractor to provide further details to Authority on SSRPS design.

12.2 Existing MRF Equipment Removal

The Contractor will provide all labor, equipment and materials to perform the following:

- Dismantle all existing MRF processing equipment that will not be reused in the new SSRPS in a manner that maximizes resale of the equipment.
- Remove all equipment from MRF and store on lay-down area.
- Protect equipment from damage until equipment is removed from site.

12.3 Existing MRF Interior Structures Removal

The Contractor will provide all labor, equipment and materials to perform the following:

- Demolish all concrete and masonry structures that will not be incorporated into new SSRPS.
- Place concrete debris in containers provide by Authority.
- Repair remaining concrete/masonry wall, slabs and pits as required.

12.4 Contract Demolition Allowance

- Authority will provide a Contract Demolition Allowance in the amount of two hundred thousand dollars (\$200,000.00) to be used solely for the demolition of all or portions of the elevated concrete slabs, concrete storage bins and masonry wall sections in located in the MRF processing area.
- Respondent will be required to provide separate line item in their proposal for the increase or decrease to the two hundred thousand dollars \$200,000.00 Contract Demolition Allowance that will be required to for the installation of the SSRPS.

12.5 New SSRPS Installation

The Contractor will provide all labor, equipment and materials to install a complete new SSRPS, including but not limited to the following:

- Erect, align and grout all new process equipment, rebuilt MRF equipment, storage bins, motors, drives, ancillary equipment, platforms, stairs and ladders.
- Rebuild existing MRF equipment to be reused in new SSRPS.
- Provide temporary employee facility areas as required.
- Construct all new interior facility areas as required.
- Modify existing MRF tip floor push walls.
- Modify existing MRF electrical, natural gas and sewer systems.
- All new electrical feeds and wiring to all process equipment, HVAC systems, lighting systems, ventilation systems and control panels.
- Fire detection and suppression systems.
- Relocate utility and fire suppression/detection systems to adjacent buildings as required.
- Exterior overhead doors, man doors and ventilation louvers.
- Install interior wall protection in bale storage areas.
- Maintain operational fire suppression/detection systems for the MRF, Transfer Station and other site buildings during project.

12.6 General Training

Prior to start of Acceptance Test, the Contractor shall provide factory trained personnel skilled in the operation and maintenance of the type of equipment provided for the new SSRPS to train Authority employees who will be operating and maintaining the SSRPS upon acceptance of the SSRPS by the Authority.

Training will include but not be limited to, start-up and shut down, safety, cleaning, system adjustment, routine maintenance procedures, computer and electrical systems, spare parts and materials, inspections and troubleshooting.

The training shall be for a minimum of ten (10) operating days or until the Authority feels the employees have been thoroughly trained in every aspect of the operation and maintenance of the SSRPS.

These trained Authority employees will perform the loading, sorting and maintenance operations during the SSRPS Acceptance Test.

12.7 Maintenance Training

The Contractor shall permit the Authority to have a limited number of maintenance personnel access to project site during installation to allow them the opportunity to gain additional information on the construction, installation and maintenance of the SSRPS equipment.

The Authority will be responsible for all costs including required insurance for all employees and will coordinate employee access with Contractor operations.

13. Agreement

It is expected that the Contractor and Authority will work together to develop a mutually acceptable Agreement between the parties. The specific content of this RFP shall be the basis for the Agreement. For example, RFP sections related to, but not limited to, MRF Particulars, Proposal Contents, Professional Standards and Insurance, Force Majeure, Representatives of Contractor, Single Stream Recyclables Processing System, Contractor's Scope of Work and that contain specific language that will be contained within the Agreement. The framework of the Agreement is likely to be generated as a product of the negotiation process that will take place during the formal procurement process as identified herein.

Failure to agree on an Agreement with the Contractor shall result in the Authority selecting another Respondent for Agreement negotiations.

RESPONDENT IDENTIFICATION
SSRPS PROJECT

Name of Organization _____

Organization Address _____
Street City Zip Code

Principal Place of Business _____
Street City Zip Code

Type of Organization (Corporation, LLC/LLP, Partnership, Joint Venture, Other), Date of formation and Jurisdiction of Formation (County and State)

For each of the Organization's Principal Officers

Name	Title	Expiration of Term
A. _____		
B. _____		
C. _____		
D. _____		

(use additional sheets as necessary)

For each of the Organization's Directors/Trustees/Partners

Name	Title	Expiration of Term
A. _____		
B. _____		
C. _____		
D. _____		

(use additional sheets as necessary)

If Applicable, Stockholders/Members/Owners or Other Principals Who Own Ten (10) Percent or more of the Organization*:

Name	Address
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____

(use additional sheets as necessary)

*In the event that any Stockholder, Member, Partner or other Owner is a Corporation, Limited Liability Entity or Partnership, set forth the same information for that entity.

Partners in a Partnership:

Name	Address
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____

(use additional sheets as necessary)

S Provide resumes of key personnel on separate sheets.

To Be Completed If Applicant is a Joint Venture:

Name of Firm _____

Address of Firm _____

Principal Place of Business _____

Date and Location Joint Venture Entered Into:

_____	_____
Date	Location

Limits of Liability of Joint Venture and Individual Partners

For Each of the Members of the Joint Venture

Member Firm Name _____	Address _____	Business Form _____	Principals Name of _____	% of J.V. Owned _____
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(use additional sheets as necessary)

Individuals Authorized to Act for Joint Venture:

Name	Title
------	-------

(use additional sheets as necessary)

A copy of the Joint Venture Agreement is to be attached to this application.

Signature _____

Title _____

Identity Address and Telephone number of Respondent's Bank, Attorney and Surety:

123

(Place on Letterhead of Respondent)

LETTER OF INTENT/VERIFICATION

To the Oneida-Herkimer Solid Waste Management Authority:

The undersigned, as Respondent, has submitted this Proposal responding to a Request for Proposals (RFP), distributed by the Oneida-Herkimer Solid Waste Management Authority, in accordance with the provisions contained in the RFP.

The Respondent affirms that the contents of this Proposal contain accurate, factual and complete information.

The Respondent attests that it presently has the overall ability and resources to meet or exceed all those requirements for a SSRPS project set forth in the RFP, and that Respondent is in possession of all permits required to operate in accordance with all Federal, State and local statutes, laws, rules, regulations, ordinances, codes and all requirements of the Authority.

No material changes in the financial condition of Respondent have occurred that would impair Respondent's ability to provide completion, performance and operating guarantees.

The Respondent agrees to participate in good faith in contract negotiations as described in the RFP and to adhere to the project schedule.

The Respondent hereby declares that the only persons interested in this Proposal as principals are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Agreement to be entered into; that this Proposal is made without connection with any other person, firm or parties making a Proposal; and the Proposal is made in good faith without collusion or fraud.

(Name of Respondent) possesses the requisite legal Authority to enter into an Agreement and implement a SSRPS Project.

The Respondent hereby declares that during performance of its obligations under the SSRPS Project that Respondent will comply with all Federal, State, and local statutes laws, rules, regulations, ordinances and codes and all requirements of the Authority.

Acknowledgement is hereby made of the following addenda if any, (identified by number) received since issuance of the Request for Proposals:

Respondent Company Name

By:

Title:

APPENDIX A - Historical Tonnages

The MRF has received the following types and quantities of recyclable products over the past four years (2006-2009)

Recyclable	2006 Tons/ Year	2007 Tons/ Year	2008 Tons/ Year	2009 Tons/ Year	Four (4) Year Average
Mixed Paper	9,162	9,688	9,989	11,690	10,132
Mixed Containers	924	1,040	1,421	2,663	1,512
Mixed Recyclables (Paper & Containers)	24,891	24,774	23,134	21,141	23,485
TOTAL RECYCLABLES RECEIVED	34,977	35,502	34,544	35,494	35,129

The MRF has marketed the following commodities over the past four years

Commodity	2006 Tons/ Year	2007 Tons/ Year	2008 Tons/ Year	2009 Tons/ Year	Four (4) Year Average
Newspaper/Magazines/Boxboard/Phone Books	14,156	13,956	13,701	14,492	14,076
Corrugated Cardboard/Kraft Bags	8,385	8,448	7,732	7,272	7,959
Mixed Office Paper/Junk Mail	315	314	264	264	289
Gable Top Containers/Juice Boxes	71	19	44	43	44
Other Paper/Hard Cover Books	23	94	70	37	56
TOTAL PAPER	22,950	22,831	21,811	22,108	22,424
PET Colored Plastic (# 1)	540	531	517	675	566
HDPE Natural Plastic (# 2)	416	422	386	414	410
HDPE Colored Plastic (# 2)	426	410	363	399	400
PVC, LDPE, PP Plastic (# 3, 4, & 5)	81	59	75	0	54
PET Redemption Bottles	23	19	17	22	20
TOTAL PLASTIC	1,486	1,441	1,358	1,510	1,450
Flint (Clear)	699	630	122	0	363
Glass Aggregate (Mixed)	993	925	1,599	2,197	1,429
TOTAL GLASS	1,692	1,555	1,721	2,197	1,792
Ferrous (Tin) Cans	1,229	1,195	1,145	1,225	1,199
Mixed Aluminum	30	45	27	51	38
Aluminum Redemption Cans	8	9	9	11	9
TOTAL METALS	1,267	1,249	1,181	1,287	1,246
TOTAL COMMODITIES MARKETED	27,395	27,076	26,071	27,102	26,912

APPENDIX B

Existing MRF Processing Equipment

Container Line

Item		Qty.	Mfg/Description
Container In- feed Conveyor	E	1	Mayfran International
Container Up-feed Uptake Conveyor	F	1	Mayfran International
Magnet	G	1	Dings - Overhead Magnet
Ferrous Transfer Conveyor	H	1	Dings - Overhead Magnet
Vibratory Screen	I	1	Kinergy Corp.- Linear Stroke Vibrating Screen
Plastic/Glass/Aluminum Conveyor	K	1	Mayfran International
Air Knife Assembly	AR	1	(fabricated on site)
Plastic Sort Conveyor	L1	1	Mayfran International
Plastic Sort Conveyor	L2	1	Mayfran International
Glass Sort Conveyor	M	1	Mayfran International
Glass Load Out Conveyor	N	1	Mayfran International
Glass Load Out Conveyor	O	1	Mayfran International
Glass Load Out Conveyor	P	1	Mayfran International
Glass Crusher	AM	1	Gruendler - 12x36 Bottle Crusher
Glass Crusher	AO	1	Gruendler - 12x36 Bottle Crusher
Glass Crusher	AP	1	Gruendler - 12x36 Bottle Crusher
Residue Load-out Conveyor	Q	1	Mayfran International
Transfer Conveyor	R	1	Mayfran International
Transfer Cross Conveyor	S	1	Mayfran International
Container Baler In-feed Conveyor		1	Bollegraaf
Container Baler		1	Bollegraaf - HBC 100

Paper Line

Item		Qty.	Mfg/Description
Paper In- feed Conveyor	A	1	Mayfran International - Steel Belt
Paper Sort Conveyor	C	1	Mayfran International
Paper Baler In-feed Conveyor		1	Bollegraaf
Paper Baler		1	Bollegraaf - HBC 100

Additional processing equipment includes storage bunkers, container bins, platforms, stairs, ladders, chutes, hoods, hoppers, ducts, electrical controls and electrical panels.

**APPENDIX C
COMMODITY MILL SPECIFICATIONS**

1. Old Newspaper (# 8 ONP)

a) Allowable materials

- i) Newspaper with normal percentage of rotogravure and colored sections
- ii) Pressroom over issues
- iii) Telephone books with yellow pages

b) Out throws

- i) Maximum 1 %
- ii) Out throw materials
 - (1) Coated inserts
 - (2) White and colored high grade paper
 - (3) Brown and colored paper bags
 - (4) Unbleached (brown) Kraft
 - (5) Old corrugated containers and cartons

c) Moisture: Maximum 5%

2. Old Corrugated Cardboard (OCC)

a) Allowable materials

- i) Corrugated cardboard and corrugated shipping containers
- ii) Cuttings
- iii) Test liners,
- iv) Non-soluble adhesives allowed on corrugated cardboard
- v) Corrugated cores and rolls

b) Out throws - Maximum 1%

c) Prohibited materials

- i) Boxboard
- ii) Off shore cardboard
- iii) Waxed and coated cardboard
- iv) Telephone books/yellow pages
- v) Treated medium
- vi) Special corrugated liners
- vii) Colored and white high grad paper
- viii) Cereal boxes and containers
- ix) Other paper

d) Moisture: Maximum 5%

**APPENDIX C
COMMODITY MILL SPECIFICATIONS**

3. Hard Mixed Paper (HMP)

a) Allowable materials

- i) Small pieces of corrugated cardboard
- ii) Magazines
- iii) Flyers,
- iv) Colored and white high grade paper
- v) Envelopes
- vi) Cereal boxes
- vii) Cartons
- viii) Telephone books
- ix) Other paper

b) Out throws- Maximum 10%

c) Prohibited materials

- i) Ground wood content materials

d) Moisture: Maximum 5%

4. HDPE Colored Containers (Pigmented)

a) Allowable materials

- i) Curbside HDPE #2 bottles and containers

b) Out throws- Maximum 2%

c) Prohibited materials

- i) PET
- ii) PVC
- iii) PP
- iv) PS
- v) Aluminum
- vi) Tin food cans or beverage containers
- vii) Paper and cardboard
- viii) Hazardous product containers or hospital waste

d) Moisture: Maximum 5%

**APPENDIX C
COMMODITY MILL SPECIFICATIONS**

5. HDPE Colored Containers (Un-pigmented)

a) Allowable materials

- i) Curbside HDPE #2 bottles including milk, water, juice, quart, ½ and 1 gallon containers**

b) Out throws- Maximum 2%

c) Prohibited materials

- i) PET**
- ii) PVC**
- iii) PP**
- iv) PS**
- v) Aluminum**
- vi) Tin food cans or beverage containers**
- vii) Paper and cardboard**
- viii) Hazardous product containers or hospital waste**

d) Moisture: Maximum 5%

6. PET Colored Containers (Pigmented and Un-pigmented)

a) Allowable materials

- i) Curbside plastic clear, transparent green, or light blue polyethylene PET # 1 bottles with PET or PETE resin identification code**

b) Out throws- Maximum 2%

c) Prohibited materials

- i) HDPE**
- ii) PVC**
- iii) PP**
- iv) PS**
- v) Aluminum**
- vi) Tin food cans or beverage containers**
- vii) Trays, deli containers, clamshells, lids, dishes cups, plastic bags, wood, glass or PS foam**
- viii) Paper and cardboard**
- ix) Hazardous product containers or hospital waste**

d) Moisture: Maximum 5%

**APPENDIX C
COMMODITY MILL SPECIFICATIONS**

7. Mixed Plastic Resins (#3, #4, #5, #7)

a) Allowable materials

i) Curbside plastic bottles and containers with PVC, LDPE or PP or other resin code

b) Out throws- Maximum 2%

c) Prohibited materials

i) HDPE

ii) PVC

iii) PS

iv) Aluminum

v) Tin food cans or beverage containers

vi) Trays, deli containers, clamshells, lids, dishes cups, plastic bags, wood, glass or PS foam

vii) Paper and cardboard

viii) Wood

ix) Glass

x) Hazardous product containers or hospital waste

d) Moisture: Maximum 5%

8. Bi-metallic Containers

a) Allowable materials

i) Curbside bi-metallic beverage and food containers

b) Out throws- Maximum 2%

c) Prohibited materials

i) Plastic

ii) Paper

iii) Wood

iv) Glass

v) Oil drums

vi) Excess paints

vii) Electrical wire

viii) Chrome

ix) Non-ferrous metals

x) Trash and textiles

8. Bi-metallic containers (continued)

xi) Moisture: Maximum 5%

9. Post Consumer Aluminum Foil and Containers

a) Allowable materials

i) Curbside aluminum foil, beverage/food containers and formed foil containers,

b) Out throws-Maximum 2%

c) Prohibited materials

i) Plastic

ii) Paper

iii) Wood

iv) Glass

v) Tin cans

vi) Other scrap metals

vii) Trash

d) Moisture: Maximum 5%

10. Glass

a) Allowable materials

i) Mixed color curbside glass containers

b) Processed to meet 6 NYCRR 360.1.15 (b)(5) and (b)(11) specifications for predetermined beneficial use as substitute for convention aggregate as follows:

i) Maximum particle size – 1.5 inch

ii) Maximum 5% by volume of deleterious materials

iii) Deleterious materials

(1) China

(2) Ceramics

(3) Plate glass products

(4) Paper

(5) Plastic

(6) Other materials which may adversely affect performance of product

11. Poly-coated Milk/Juice Carton Stock and Aseptic Packing Materials

a) Allowable materials

- i) Poly-coated milk and juice cartons**
- ii) Aseptic Packaged Materials including**
 - (1) Soups**
 - (2) Sauces**
 - (3) Broths**
 - (4) Pre-mixed eggs**
 - (5) Nutritional sports drinks**

b) Out throws- Maximum 2%

c) Prohibited materials

- i) Plastic**
- ii) Paper and cardboard**
- iii) Wood**
- iv) Glass**
- v) Aluminum**

d) Moisture: Maximum 5%

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

FN 20 10 - 248

MEMO

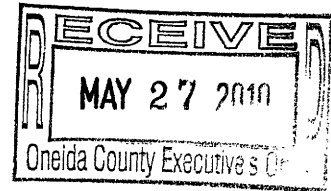
WAYS & MEANS

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

FROM: JOSEPH J. TIMPANO *Joe*
COMPTROLLER

DATE: May 26, 2010

RE: CAPITAL PROJECTS' CLEAN-UP TASK



During the past year and a half, my department has performed a forensic accounting of 94 capital projects with some dating back to the 1990's. Through our efforts, we were able to identify for closure 33 of these capital projects. These 33 projects have a combined total of \$702,950 in unused, unspent funds. Upon approval of the board to commence closure, all \$702,950 will be transferred to our Debt Service Fund for payment of bonds. There will be a budgetary savings of \$102,950 to the General Fund, since we already anticipated \$600,000 of these savings in the 2010 budget.

I respectfully request you forward this on to the appropriate committees and full Board of Legislators for their review and adoption.

Thank you.

Cc: Sheryl Brown, Deputy Comptroller
Dan Ruzbasan, Auditor III

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 6/8/10

2010 JUN 10 AM 10:31
RECEIVED
ONEIDA COUNTY LEGISLATURE

49



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

Memo

To: Joseph J. Timpano, Comptroller
From: Daniel Ruzbasan, Auditor III
Date: 5/14/2010
Re: Recommendations for Capital Projects to be closed in 2010

After meeting with Mark Laramie, John Kent, Bill Applebee and Ralph Feola, and after reviewing various capital fund accounts, I recommend that the following 33 projects be closed* and the remaining excess revenue amounts be transferred to the debt service fund:

H159	Construct T - Hangers	\$60,204.29
H214	Environmental Facilities	290.96
H225	Transit Modernization Ph 1	0.00
H262	Former Airport Terminal Imp's Ph 1	0.00
H267	Transit Modernization Ph 2	0.00
H275	H - Courthouse Ph 2	743.97
H276	Un Station Ph 3	186,240.49
H278	MVCC Campus Infrastructure	0.00
H289	E-911 Comm Center	0.00
H2905	MVCC Tech Upgrades	0.00
H302	Stanley PA Center Ph 2	0.00
H303	Comprehensive Bldg Ph 2	1,953.29
H304	Rome Sentinel Building	86,845.57
H311	Consol County Road Phase 2	0.00
H314	Const/Maint/Snow Equip Phase 2	0.00
H334	MVCC Master Plan	0.00
H335	Rome Intermodal Center Renov	0.00
H336	MVCC Athletic Facilities Master Plan (Reduction*)	0.00
H347	Sheriff Net Delivery System	256.01
H348	Sh Jail Security System Upgrade	4,579.38
H350	Sh Law Enf & Terrorism Prev	0.00
H351	MVCC Training Center at Griffiss	263,894.15

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

H354	Jervis Public Library HVAC	0.00
H355	Utica Public Library HVAC	0.00
H356	MVCC Pool Filter/ Basketball Backboard	1,840.52
H357	Sheriff Law Enf & Buffer Zone	0.00
H361	DPW - Broadacres Demolition	0.00
H366	MVCC Maintenance Equipment	1,061.33
H370	H – Griffiss Airfield Bldg 100 Renovations	0.40
H371	H - Demolitions Utica/Rome	0.00
H372	H - Libraries - New Hartford & Camden	0.00
H378	Sh - Law Enf & Terror Prev 2006	0.00
H52	Un Station Ph 1 & 2	95,039.20
	Total of closed projects to be transferred to Debt Service Fund	\$702,949.56

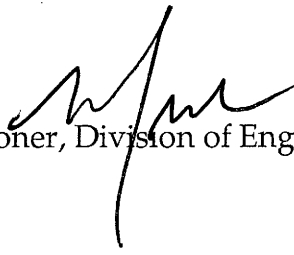
* - H336 will be reduced but will not close. H336, MVCC Athletic Facilities Master Plan, shares a dual designation with MVCC Jorgensen Athletic Center. H336 will be reduced by \$100,000, the amount of the completed Athletic Facilities Master Plan designation. The second designation, Jorgensen Athletic Center, remains unaffected and will remain open.

Memo

To: Joseph J. Timpano
Oneida County Comptroller

Dennis Davis
Commissioner of Public Works

Tom Keeler
Budget Director

From: Mark E. Laramie 
Deputy Commissioner, Division of Engineering

Date: May 24, 2010

Re: Capital Project Closure/Modification



I have reviewed all open Capital Projects and make the following recommendations.

The following Capital Projects may be closed pending resolution of outstanding encumbrances.

H159	Construct T - Hangers	\$60,204.29
H214	Environmental Facilities	290.96
H225	Transit Modernization Ph 1	0.00
H262	Former Airport Terminal Imp's Ph 1	0.00
H267	Transit Modernization Ph 2	0.00
H275	H - Courthouse Ph 2	743.97
H276	Un Station Ph 3	186,240.49
H278	MVCC Campus Infrastructure	0.00
H289	E-911 Comm Center	0.00
H2905	MVCC Tech Upgrades	0.00
H302	Stanley PA Center Ph 2	0.00
H303	Comprehensive Bldg Ph 2	1,953.29
H304	Rome Sentinel Building	86,845.57
H311	Consol County Road Phase 2	0.00
H314	Const/Maint/Snow Equip Phase 2	0.00
H334	MVCC Master Plan	0.00
H335	Rome Intermodal Center Renov	0.00
H336	MVCC Athletic Facilities Master Plan (Reduction)	0.00
H347	Sheriff Net Delivery System	256.01
H348	Sh Jail Security System Upgrade	4,579.38
H350	Sh Law Enf & Terrorism Prev	0.00
H351	MVCC Training Center at Griffiss	263,894.15
H354	Jervis Public Library HVAC	0.00
H355	Utica Public Library HVAC	0.00
H356	MVCC Pool Filter/ Basketball Backboard	1,840.52

H357	Sheriff Law Enf & Buffer Zone	0.00
H361	DPW - Broadacres Demolition	0.00
H366	MVCC Maintenance Equipment	1,061.33
H370	H - Griffiss Airfield Bldg 100 Renovations	0.40
H371	H - Demolitions Utica/Rome	0.00
H372	H - Libraries - New Hartford & Camden	0.00
H378	Sh - Law Enf & Terror Prev 2006	0.00
H52	Un Station Ph 1 & 2	95,039.20
	Total of closed projects to be transferred to Debt Service Fund	\$702,949.56

Please contact me if there are any questions.

ANTHONY J. PICENTE, JR., *County Executive*
JOHN R. KENT, JR., *Commissioner*



(315) 798-5710
FAX (315) 798-5852
planning@ocgov.net

Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

August 25, 2009

Joseph J Timpano
Oneida County Comptroller
Department of Audit & Control
800 Park Avenue
Utica, NY 13501

Dear Mr. Timpano:

We have completed our review of the five existing Capital Projects (H-225, H-267, H-276, H-335 and H-52) that the Department of Audit & Control has proposed for closure. We have not identified any restrictions from the relevant state and federal funding sources (NYS DOT and the Federal Transit Administration) associated with these projects that would preclude the closure of the projects. Therefore, we agree with Audit & Control's recommendation that these five projects be closed.

Sincerely,

A handwritten signature in black ink that reads "John R. Kent, Jr." in a cursive style.

John R. Kent, Jr.
Commissioner of Planning

Cc: Mark E. Laramie, P.E., Deputy Commissioner, Division of Engineering, DPW



Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

September 9, 2009

Joseph Timpano
Oneida County Comptroller
Department of Audit & Control
800 Park Avenue
Utica, NY 13501

Re: Airport-Related Capital Project Closures

Dear Mr. Timpano,

After review and discussion of the two airport-related capital projects identified for closure by the Department of Audit & Control (H159 Construct T-Hangars & H262 Terminal Building Improvements), we agree with Audit & Control's recommendation that these two projects be closed out. Both projects are part of the former Oriskany Airport, and both require no further activity.

Please contact me if you have any questions.

Sincerely,


W. Vernon Gray, III
Commissioner



Griffiss International Airport

592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568



ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

April 1, 2010

Joseph Timpano
Oneida County Comptroller
Department of Audit & Control
800 Park Avenue
Utica, NY 13501

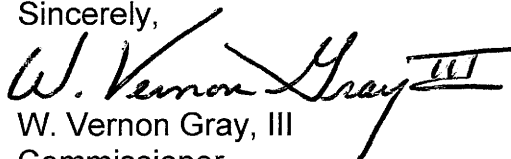
Re: Airport-Related Capital Project Closure
H370 – Building 100 Renovations (Phase 1)

Dear Mr. Timpano,

After review and discussion of the airport-related capital project account number H370 identified for closure by the Department of Audit & Control, we agree with Audit & Control's recommendation that this project be closed out as it requires no further Phase 1 renovation activity.

Please contact me if you have any questions.

Sincerely,


W. Vernon Gray, III
Commissioner





Mohawk Valley Community College

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Vice President for Administrative Services
315-792-5444

August 28, 2009

Joseph Timpano
Oneida County Comptroller
Department of Audit & Control
800 Park Avenue
Utica, NY 13501

Dear Mr. Timpano,

After review and discussion of the seven capital projects identified for closure (H278, H2905, H334, H336, H351, H356, H366) the College agrees that all but capital project H336 can be closed out. As H336 shares a dual designation for the Athletic Master Planning and construction of the Jorgensen Field House, only the Athletic Master Planning portion of the project, valued at \$100,000, is to be closed out. The net effect will be 6 capital project closures and one capital project reduction.

Should you have any questions please feel free to call.

Sincerely,

Ralph Feola

Vice President for Administrative Services



Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

FN 20 10 - 249

May 27, 2010

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

AIRPOP™

WAYS & MEANS

Re: **HANGAR 220 LEASE – REUTTER AIRCRAFT SERVICES, INC.**

Dear Mr. Picente,

With the completion of the renovation of Hangar 220, Reutter Aircraft Services, Inc. has been relocated from the East Bay of Building 100 to this hangar.

It is requested that you submit to the Board of Legislators for approval the enclosed Commercial Hangar Use Agreement between the County and Reutter Aircraft Services, Inc., effective as of June 1, 2010.

Sincerely,

W. Vernon Gray, III
Commissioner of Aviation

Encl: Five (5) copies of Lease

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:12

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

Anthony J. Picente, Jr.
County Executive
Date 6/8/10

Oneida County Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Reutter Aircraft Services, Inc.

Title of Activity or Service: **Hangar 220 Lease**

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

Commercial Hangar Use Lease of Building 220

2) Program/Service Objectives and Outcomes:

N/A

3) Program Design and Staffing Level:

N/A

Total Funding Requested: N/A

Oneida County Department Funding Recommendation: N/A

Account # **A1781.4**

Proposed Funding Source: Federal N/A State N/A County N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments:

Griffiss International Airport



Oneida County Department of Aviation
592 Hangar Road, Suite 200, Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

W. VERNON GRAY, III
Commissioner of Aviation

COMMERCIAL HANGAR USE AGREEMENT

This COMMERCIAL HANGAR USE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 1st day of October, 2009, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 800 Park Avenue, Utica, New York, 13501, and **Reutter Aircraft Services, Inc.**, a corporation organized and existing under and by virtue of the laws of the State of New York with its principal business address at 118 Langley Road, Griffiss International Airport, Rome, NY 13441, herein referred to as "Tenant."

In consideration of the mutual promises contained herein, the parties agree:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, approximately 8,000 square feet of work, storage and office space within Hangar 220 (hereafter referred to as the "Hangar"), located at the Griffiss International Airport (hereafter referred to as the "Airport"). The Hangar shall be used by Tenant for the operation of an Airframe & Powerplant (A&P) Repair Shop in accordance with Title 14, Code of Federal Regulations (CFR), Part 65, for the performance of maintenance, preventive maintenance, or alterations of an aircraft, airframe, aircraft engine, propeller, appliance, or component part to which Part 43 applies. Said use shall be performed in compliance with applicable building and/or fire codes.

2. Term.

a. The Term of this Agreement shall begin on June 1, 2010, and shall continue in effect for a period of one (1) year, unless this Agreement is sooner terminated under the provisions of this Agreement. The Tenant shall have the option to renew this Agreement for four (4) consecutive one (1) year terms.

3. Rent.

a. For the use of the Hangar, Tenant shall pay Landlord the Rent in accordance with the following Rent Schedule:

RENT SCHEDULE		
Year	Per Year	Per Month
1	\$24,000	\$2,000
2	\$24,720	\$2,060
3	\$25,462	\$2,122
4	\$26,225	\$2,185
5	\$27,012	\$2,251

b. Such payments shall be made by the first day of each month to the "County of Oneida" at 592 Hangar Road, Suite 200, Rome, NY 13441.

4. Security Deposit.

a. Tenant shall pay a Security Deposit to Landlord in the amount of \$2,000 as security for the full and faithful performance by Tenant of all the terms and provisions of this Agreement.

5. General Terms and Conditions.

a. This Agreement is subject to the General Terms and Conditions on the attached Exhibit "A", which is incorporated herein by reference.

6. Special Provisions.

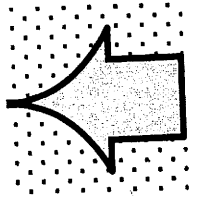
a. Until such time as the Hangar is converted from steam to natural gas heat or such other fuel, the Landlord will pay the cost of heating, and will maintain control of the operation of the heating system.

b. In each month, the Tenant will pay 50% of the hangar's electric bill.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

County of Oneida – LANDLORD

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



Reutter Aircraft Services, Inc. – TENANT

BY: Robert J. Reutter
Robert J. Reutter

Approved as to form only:

Janet Perry
Oneida County Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of 5% of the amount due, in addition to any attorneys' Rents, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. **Proration of Rent.** In the event that the Agreement begins or is terminated on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Hangar was enjoyed by Tenant.

3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 592 Hangar Road, Suite 200, Rome, NY 13441, or to such other place or places as Landlord may designate, in writing.

4. **Security Deposit.** The Security Deposit shall be returned to Tenant upon termination of the Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of the Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under the Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Agreement.

5. **Permitted Uses; Prohibited Uses.**

a. The Hangar shall be used by the Tenant only for the purposes identified in the Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Hangar unless otherwise approved by Landlord and the local fire marshal. Storage of boats, campers, vehicles or any other non-aviation items in the Hangar is not allowed. Kerosene or gas fired heaters or any type of open flame heaters or devices are prohibited in the Hangar.

b. In that the Hangar is located at the Griffiss International Airport, Tenant shall not violate the rules and regulations of the Federal Aviation Administration (FAA), as may applicable to the Tenant's commercial aeronautical services, or of the Griffiss International Airport, as may be applicable to all tenants.

c. Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Hangar is suitable for Tenant's intended use. Tenant shall have reasonably necessary rights of access across Landlord's adjoining areas.

d. Tenant will not make or permit any use of the Hangar that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the Landlord's liability under any laws relating to the use and storage of hazardous materials.

6. **Ingress and Egress.** Tenant shall have reasonably necessary right of ingress and egress to the Hangar. The hangars, ramp areas and taxi-lanes adjacent to the Tenant's Hangar shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

7. **Utilities and Services.** The Landlord shall not be liable for any interruption or delay in such utility services, unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.

8. Casualty. In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate provided that the Hangar is not rendered unusable by such damage. If the Hangar is rendered unusable and Landlord elects to repair the Hangar, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Hangar is rendered unusable and Landlord elects not to repair the Hangar, the Agreement shall terminate.

9. Insurance and Indemnification.

a. During the Term of the Agreement, including all renewals, Tenant shall maintain, at Tenant's own expense, for the benefit of Tenant, and Landlord as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$1,000,000 per occurrence / \$1,000,000 aggregate / . The coverage shall include comprehensive general liability for bodily injury and property damage, and product liability for bodily injury and property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days prior written notice of any cancellation of Tenant's insurance coverage. Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage to any person or property happening on or about the Hangar and/or Ramp area arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Hangar or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

c. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant which notice shall be accompanied by a copy of statement of the claim. Following the notice, Tenant shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's Rents and, upon not less than ten (10) days notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

d. The indemnification provisions of this paragraph shall survive the termination of the Agreement.

10. Environmental Indemnity.

a. Tenant shall not permit the Hangar and/or Ramp area to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials on the premises. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from the Tenant's use of the Hangar. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted from the Tenant's use, the Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage.

11. Obligations of Landlord. Landlord will maintain the structural components of the Hangar, including doors and door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the Hangar. To ensure this right, Landlord shall make all reasonable efforts to keep adjacent areas to the Hangar free and clear of all hazards and obstructions, natural or manmade.

12. Obligations of Tenant.

- a. **Storage.** The Hangar shall be used only as described in the Agreement.
- b. **Maintenance and Repair.** Tenant shall maintain the Hangar area in a neat and orderly condition, and shall keep the Hangar floor clean and clear of oil, grease, or toxic chemicals. No boxes, crates, rubbish, paper, or other litter shall be permitted to accumulate within or about the Hangar.
- c. **Damage.** Tenant shall be responsible for all damage to the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Hangar caused by use or negligence by Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Hangar without first obtaining Landlord's written permission and obtaining any permits, if required.
- d. **Tenant's Personal Property.** All personal property placed or moved into the Hangar area shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupants at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Hangar is at Tenant's sole risk.
- e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Hangar, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep itself informed of future changes in the existing environmental laws. Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorneys' Rents, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.
- f. **Surrender upon Termination.** On the termination of the Agreement, for any reason other than as a result of a default in payment or performance by Tenant, Tenant shall immediately surrender possession of the Hangar and shall remove aircraft and all other property therein, leaving the Hangar area in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Hangar caused by use or negligence by Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to unsealed floors due to fuel or oil spillage. If Tenant fails to remove such items from the Hangar and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs.
- g. **Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Hangar and any rights conferred to Tenant in the Agreement shall be subject to Landlord's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to Tenant in the Agreement. Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.
- h. **Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

i. **Covenant Not to Abandon.** Tenant hereby covenants not to abandon the leased premises prior to expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Abandonment of the premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of Tenant property from the leased premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any abandonment of the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

j. **Covenant Not to Vacate.** Tenant hereby covenants to continuously occupy the premises and not to vacate the leased premises prior to the expiration of the term of the lease, without a Surrender Agreement with the Landlord in place. Vacating the premises shall be defined to include but not be limited to the withdrawal or cessation of operations or abandonment of Tenant-owned or third party-owned property at the premises unattended, or removal of substantial portions of the Tenant's property from the leased premises, other than in the normal course of the Tenant's business. The Tenant acknowledges that any failure to occupy the leased premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to return to its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

k. **Covenant of Continuous Operations.** The Tenant hereby covenants that during the lease term, the Tenant will continue its operations for the entire length of the lease and not cease operations or leave the premises prematurely, without a Surrender Agreement with the Landlord in place. The Tenant acknowledges that any failure to so continuously operate will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the premises, and the Tenant hereby consents to such injunction or order in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which cause expense to the Landlord including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of lease term.

13. Nondiscrimination. Notwithstanding any other provision of this Agreement, during the performance of the Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Hangar, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. Tenant shall use the Hangar in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Agreement and to reenter and repossess the Hangar and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

14. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the airport, Landlord reserves the right to enter upon the Hangar and make improvements to or on the Hangar. Landlord shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size Hangar in other areas of the airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated during the tenancy by the government.

15. Right of Access and Inspection.

a. Landlord will retain a key for access to the Hangar. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Hangar between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Hangar for security, fire, other emergencies, or making repairs.

16. Assurance Agreements. The Hangar is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements.

17. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Hangar, or a change in the authorized use to which Tenant has put the Hangar without an adjustment in Rent.

18. Airspace. As a condition of the Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Hangar to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Hangar, which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

19. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Hangar in accordance with the Agreement.

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20. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. Tenant shall not sub-agreement or sub-lease the Hangar or assign the Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in Tenant, without first obtaining the written consent of Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of the Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, or any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by the Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of the Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of the Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

21. Condition of Premises. Tenant shall accept, and has accepted, the Hangar in its present condition, AS IS, without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about the Hangar.

22. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Hangar and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the premises or airport at Tenant's sole risk.

23. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Hangar shall become Landlord's property and shall remain in the Hangar at the termination of the Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' Rents incurred in the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the property by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Hangar to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

24. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under the Agreement:

a. Tenant fails to pay any part or all the money due Landlord under the Agreement, and such non-payment continues for a period of thirty (30) days;

b. Tenant fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within five (5) days after written notice of the default from Landlord is delivered to Tenant or posted at the Hangar;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of the Agreement on a routine or consistent basis.

25. Remedies on Default by Tenant. In the event of any default of the Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without any notice or demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate the Agreement and to enter upon and take possession of the Hangar and to remove the aircraft and any other property of Tenant from the Hangar without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Hangar, and loss of Rent through the inability to re-let the Hangar.

b. Landlord shall have the right to enter upon and take possession of the premises, and re-let the premises and receive the Rents therefore without thereby terminating or avoiding the Agreement. Tenant agrees to pay Landlord on the due day of each month thereafter sums equivalent to the monthly Rent payment under the Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of the Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under the Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

26. Waiver of Breach. Tenant agrees that no assent, express or implied, by Landlord to any breach of the Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

27. Surrender at End of Lease. Tenant agrees upon termination of the Agreement for any reason to peaceably yield up to Landlord the premises in neat and clean condition, with all debris removed, and in good condition in all respects.

28. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for 60 days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of the Agreement.

29. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other

notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

30. Miscellaneous Provisions.

a. **Successors Bound.** The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. **Joinder by Guarantor; Personal Guarantee.** By joining in the execution of the Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of the Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of the Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of the Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing the Agreement as Guarantor, the obligations imposed by the Agreement on Guarantor shall be joint and several.

c. **Construction of Agreement.** Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

d. **Judicial Interpretation.** If any provision of the Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of the Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of the Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. **Severability.** In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

f. **Joint Obligations.** If there is more than one person or entity signing the Agreement as Tenant, the obligations imposed by the Agreement on Tenant shall be joint and several.

g. **Entire Agreement.** The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Hangar shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. **Written Modifications.** No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

i. **Venue; Law.** Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. **Subordination.** Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under the Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or to comply with the requirements of any grant for funding that may be sought by Landlord.

k. **Time is of the Essence.** The parties agree that time is of the essence in performance of the Agreement. Any time the Agreement references a number of days for any action, it shall be calendar days, not business days.

l. **Relationship of Parties.** Tenant shall never at any time during the term of the Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

m. **Attorneys' Rents.** It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' Rents and court costs from the losing party.

n. **Material Breach.** The failure of Tenant to comply with any Terms or Conditions of the Agreement, or of this Exhibit "A" to Agreement, shall be considered a material breach of the Agreement.

o. **Recording.** The Agreement shall not be recorded in the public records.

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

May 24, 2010

FN 20 10 - 250

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:08

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Mr. Picente:

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

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

<u>NUMBER</u>		<u>AMOUNT</u>
3	REFUNDS	\$ 700.85
6	CORRECTIONS	\$ 1,213.16

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 6/4/10

DATE: 5/21/10	ERRONEOUS ASSESSMENTS		TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
TOWN	YEAR	NAME	TAX MAP NUMBERS					
Deerfield	2010	Samuel A. Hershberger	3200 250.000-1-19.1 MS		\$ 2,028.85	\$ 448.90	\$ 1,579.95	\$ -
Deerfield	2010	Samuel A. Hershberger	3200 250.000-1-27.1 LY		\$ 173.19	\$ 75.66	\$ 97.53	\$ -
Whitestown	2010	Christopher Burtch & Janice Nolander	7001 276.017-1-8.2 SW		\$ 352.55	\$ 176.29	\$ 176.26	\$ -
Vienna	2010	Camden Central School District	6489 217.017-1-52 SQ	\$ 355.40			\$ -	\$ -
Vienna	2010	Camden Central School District	6489 217.017-1-55 UV	\$ 345.45			\$ -	\$ -
Vienna	2010	Robert J. Montross	6489 217.017-1-57 WH	\$ 682.25			\$ 384.90	\$ -
Whitestown	2010	Lawrence & Elaine Wheat	7003 305.013-1-19 OZ	\$ 726.36			\$ 698.11	\$ -
Whitestown	2010	George John Meehan	7007 305.019-6-5 SD	\$ 743.92			\$ 709.49	\$ -
Whitestown	2010	JMTG Realty, LLC	7089 275.000-1-62.4 TS	\$ 3,768.81			\$ 3,616.53	\$ -
			TOTAL:	\$ 1,213.16		\$ 700.85		

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

FN 20 10 - 251

May 17, 2010

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:16

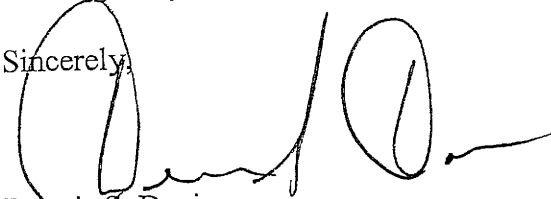
Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Attached is a copy of a roadside ditching agreement for consideration and approval with various Towns/City (listing attached) in Oneida County. These agreements are an effort to utilize existing resources to accomplish a common goal. The agreement shows the range of an hourly rate of between \$225.00 and \$275.00 per hour with an estimated amount of \$9,000.00 and a not to exceed maximum amount of \$11,000.00. There are a few towns that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

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

Sincerely,

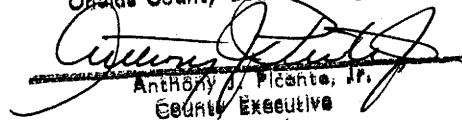


Dennis S. Davis
Commissioner

DSD/mk
Enclosure(s)

cc: Thomas Keeler, Budget Director
Joseph Timpano, Comptroller

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



Anthony J. Picente, Jr.
County Executive

Date 6/8/10

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Towns of Annsville, Augusta, Ava, Annsville, Boonville, Bridgewater, Camden, Kirkland, Marcy, Marshall, New Hartford, Paris, Rome, Sangerfield, Steuben, Vernon (pending), Verona, Vienna, Westmoreland and Whitestown.

Title of Activity or Service: Roadside Ditching Agreements

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: Utilize existing resources to accomplish a common goal. There are a few towns that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$181,000.00

Oneida County Department Funding Recommendation: Account # D5110

Proposed Funding Source: Federal _____ State _____ County X

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

TOWN	Contract	Est. Hours	Rate	Agreement	Est. Cost	Sent	Received
ANNSVILLE	Yes	40	275.00	Payment	\$ 11,000.00		
AUGUSTA	Yes	40	275.00	Payment	\$ 11,000.00		
AVA	Sh. Ser	40	0.00	Use Co. Gradall			
BOONVILLE	Sh. Ser	40	0.00	Use Co. Gradall			
BRIDGEWATER	Yes	40	225.00	Payment	\$ 9,000.00		
CAMDEN	Yes	40	275.00	Payment	\$ 11,000.00		
DEERFIELD	No	0	0.00				
FLORENCE	No	0	0.00				
FLOYD	No	0	0.00				
FORESTPORT	No	0	0.00				
KIRKLAND	Yes	40	275.00	Payment	\$ 11,000.00		
LEE	No	0	0.00				
MARCY	Yes	40	275.00	Payment	\$ 11,000.00		
MARSHALL	Yes	40	275.00	Payment	\$ 11,000.00		
NEW HARTFORD	Yes	40	275.00	Payment	\$ 11,000.00		
PARIS	Yes	40	225.00	Payment	\$ 9,000.00		
REMSEN	No	0	0.00				
ROME	Yes	40	275.00	Payment	\$ 11,000.00		
SANGERFIELD	Yes	40	275.00	Payment	\$ 11,000.00		
STEBEN	Yes	40	275.00	Payment	\$11,000.00		
TRENTON	No	0	0.00				
VERNON	Pending	40	225.00	Payment	\$ 9,000.00		
VERONA	Yes	40	275.00	Payment	\$ 11,000.00		
VIENNA	Yes	40	275.00	Payment	\$ 11,000.00		
WESTERN	Sh. Ser	40	0.00	Use Co. Gradall	\$ -		
WESTMORELAND	Yes	40	275.00	Payment	\$ 11,000.00		
WHITESTOWN	Yes	40	275.00	Payment	\$ 11,000.00		
TOTAL		800			\$ 181,000.00		
WEEKS		20					

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **County of Oneida**, hereinafter referred to as "**County**" acting through Dennis S. Davis, Commissioner, Oneida County DPW, and the **Town of SAMPLE**, County of Oneida, State of New York, hereinafter referred to as "**Town**"

WITNESSETH

That for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to furnish some machinery and labor to the County for the purpose of providing the County with roadside ditching services to keep Right of Way portions of the highway ditched in accordance with the rules and regulations as set forth by the County, which rules and regulations are attached herewith and made a part hereof this agreement for the construction season dating from April 2010 through December 2010.

It is further agreed that the governing board of said Town, by resolution, accepts the following proposal of the County of Oneida for roadside ditching on the improved County Road System of said Town for the consideration appearing in the "Additions" below. The Town agrees to expend up to 40 hours, upon the terms and conditions hereinafter provided, to ditch county roads within the Town of SAMPLE, and the County agrees to reimburse the Town of SAMPLE for its labor and its equipment use at the rates as listed below, the total cost not to exceed \$11,000.00(\$275/hour).

The Town shall save the County from all claims for labor or materials used in the Town's performance under this contract. The Town shall further defend and indemnify the County against any and all claims or allegations of negligent acts of commission or omission related to property damage and bodily injury, including death, which may be attributable to the Town in their performance under the terms of this agreement. The County shall defend and indemnify the Town from all claims or allegations for property damage and bodily injury, including death, arising from the County's design and/or signing of the highways covered by this agreement and any other claims or allegations of negligent acts of commission or omission attributable to the County.

ADDITIONS

The Town shall ditch County roadsides as specified below:

- 1. The County will designate the areas to be cleaned.
- 2. The hourly rates shall be as follows:

A. gradall, 2- single axle trucks, flag-person and operators	\$250 per hour.
B. gradall, 1- tandem, 1-single axle trucks, flag-person and operators	\$260 per hour.
C. gradall, 2- tandem axle trucks, flag-person and operators	\$275 per hour.
D. gradall, 2- tandem axle trucks and operators	\$250 per hour.
E. gradall, 2- single axle trucks and operators	\$225 per hour.

IN WITNESS WHEREOF, the County and the Town, through their authorized representatives, place their signatures on this agreement on the day and date first above written.

COUNTY OF ONEIDA

TOWN OF SAMPLE

BY: _____
Deputy Commissioner
Oneida County DPW

BY: _____
Supervisor

BY: _____
Highway Supt.

COUNTY OF ONEIDA

Approved As To Form
ONEIDA COUNTY ATTORNEY

BY: _____
County Executive

By _____

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENIS 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

May 14, 2010

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

FN 20 10 - 252

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

A minimum of eight (8) bridge and structure reconstruction projects will begin and be completed in the summer of 2010. Since 2000, Oneida has contracted for Construction Inspection services for County funded bridge rehabilitation / replacement projects. The primary objective is to insure compliance with construction plans and specifications. As a result, quality and completion times have noticeably improved.

Proposals were solicited and received from Consultants interested in providing Construction Inspection services. Payment for this type of service is typically made on a time and materials basis. Therefore, proposals were based on hourly rates and contracts would be structured with hourly rates and not-to-exceed fees.

A large number of projects are likely to be under construction concurrently. Therefore, to provide adequate coverage by a Chief Inspector it was recommended that the work load be divided between two consultants. Therefore, on April 28, 2010 the Oneida County Board of Acquisition and Contract accepted proposals from Lochner Engineering and C&S Engineers as follows.

Acceptance of the proposal from Lochner Engineering to provide construction inspections services for Bridge/Structure rehabilitation Group 1.

Total Estimated Not-To-Exceed Fee: \$73,909.00

Bridge/Structure Group 1:

1. Structure C3-92, Walker Road / Br. Realls Creek (Deerfield)
Slipline existing 10 ft. diameter x 115 ft. long CMP
2. BIN 3310960, Butternut Road / Six Mile Creek (Rome)
Replace existing 24 ft span I-beam Bridge.
3. BIN 3310510, Mapledale Road / Tionadara Creek (Bridgewater)
Rehabilitation of existing two cell box culvert (2 – 10ft. spans).

2010 JUN 10 AM 9:58
FROM
ONEIDA COUNTY LEGISLATURE

Acceptance of the proposal from C&S Engineers to provide construction inspections services for Bridge/Structure rehabilitation Group 2.

Total Estimated Not-To-Exceed Fee: \$60,429.50

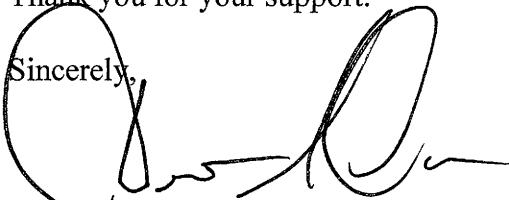
Bridge/Structure Group 2:

1. C7A-32, Valley Road / Phillips Brook (Whitestown)
Replace existing 8ft span x 4ft rise composite structure.
2. BIN 3311290, Higginsville Road / Fish Creek (Vienna)
Replace expansion joints and headers (5 joints on bridge to be replaced).
3. BIN 3310830, Shanley Road / Big Creek (Marshall)
Repair spalled concrete and corroded reinforcing bars on existing three sided arch structure.
4. BIN 3310800, River Road / Nine Mile Creek (Marcy)
Seal transverse cracks in reinforced concrete deck.
5. BIN 3310950, Wright Settlement Road / Mohawk River (Rome)
Replace expansion joint seal (one location).

Enclosed is a contract with Lochner Engineering for \$73,909.00 to provide Construction Inspection services for Bridge/Structure Group 1. If acceptable, please forward to the Oneida County Board of Legislators for consideration. Because of an early start to the 2010 construction season, I respectfully request consideration by the full Board no later than **June 16, 2010**.

Thank you for your support.

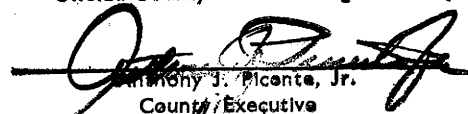
Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

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



Anthony J. Picante, Jr.
County Executive

Date 6/10/10

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **Lochner Engineering, P.C.**
181 Genesee St., Suite 300
Utica, NY 13501

Title of Activity or Service: **Construction Inspection Services**

Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

Construction inspection services for county funded bridge replacement / rehabilitation projects.

2) Program/Service Objectives and Outcomes:

The primary objective is to insure compliance with construction contract documents and obtain an acceptable level of quality.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$73,909.00**

Oneida County Department Funding Recommendation: **\$73,909.00**

Account # **H-374**

Proposed Funding Source: Federal _____ State _____ County **100%**

Cost Per Client Served: **N/A**

Past Performance Data: **N/A**

Oneida County Department Staff Comments

LOCHNER

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of May 1, 2010, is by and between Oneida County ("CLIENT") and Lochner Engineering, P.C. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement are set out in Attachment A ("Services"), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), based on CONSULTANT's Billing Rate schedule ("Rate Schedule"), Attachment B, incorporated herein by reference.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 30 calendar days after receipt of CONSULTANT's monthly invoice.

3.2 CLIENT agrees that timely payment is a material term of this Agreement, and failure to make timely payment as agreed constitutes a material breach hereof. Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2010 unless terminated earlier pursuant to this Agreement.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate in writing a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control which CLIENT may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information relating to the Services and requested by CONSULTANT. CLIENT shall also disclose to CONSULTANT hazards at the project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information provided by CLIENT, CLIENT's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable, the following:

5.5.1 All published advertisements for bids;

5.5.2 All necessary land, easements, and rights-of-way;

5.5.3 All items and services not specifically covered by the terms and conditions of this Agreement.

5.6 CLIENT shall pay for any costs associated with the above items.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation

6.4 CONSULTANT may, during the course of its Services, prepare opinions of the cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, the design of which is contemplated by this Agreement, all of which are and will unavoidably remain in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work; will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. The providing of on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto.

6.7 All samples, sample residues, and byproducts from the sample testing process relating to the Services shall be disposed of by CONSULTANT in accordance with applicable Law. If included in the Scope of Services, CONSULTANT shall also dispose of all non-hazardous waste generated in the performance of the Services.

6.8 CONSULTANT shall not arrange or otherwise be responsible for the disposal of any regulated waste, including but not limited to toxic, radioactive or hazardous substances, wastes or materials ("Hazardous Wastes") associated with the Services, either directly or indirectly through its subcontractors or others. CONSULTANT, at CLIENT's request, may assist the CLIENT in identifying or evaluating disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes, but neither CONSULTANT nor others for whom CONSULTANT bears responsibility related to the Services shall make any independent determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest.

7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the scope of Services. To the extent that the scope of the Services to be performed by CONSULTANT has been affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) received by CONSULTANT on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law"), but only after actual prior written notice has been received by the CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

10 RIGHTS IN DATA

10.1 All work products provided by CONSULTANT to CLIENT shall be deemed to be work-for-hire and shall belong to CLIENT ("Work Product"). Methodologies and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's subcontractors and subconsultants.

11 INSURANCE

11.1 CONSULTANT will maintain the following coverages while performing Services, subject to the terms and conditions of the policies.

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Contractors Pollution Liability	\$1,000,000

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence or willful misconduct of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 LIMITATION OF LIABILITY (Not Used)

14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

15 SOFTWARE

15.1 CONSULTANT, as part of the Services, may furnish, recommend, or identify to CLIENT certain third party software. As CONSULTANT is not the author, manufacture, or developer of such software, CONSULTANT does not give any warranty, express or implied of third party software, and shall not be liable for any defects in such software but will pass the manufacturer's warranty to the CLIENT.

15.2 CONSULTANT warrants that as to Software developed under this Agreement that: (i) the Software will perform substantially in accordance with written materials provided with the software for a period of 90 days from the date that it is received by CLIENT; and (ii) the media on which the Software is distributed shall be free from defects in materials and workmanship for a period of 90 days from the date that it is received by the CLIENT. CONSULTANT's entire liability and CLIENT'S exclusive remedy under this limited warranty will be, at CONSULTANT's option, either (i) the return of the price paid for the Software or (ii) repair or replacement of the Software or the media that is returned to CONSULTANT. This limited warranty is void if the failure of the Software or media is due to accident, abuse, misapplication or unauthorized modification. Any replacement Software or media will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

15.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE THAT CLIENT SELECTS FOR ITS USE, OR THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. CONSULTANT FURTHER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTANT SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CLIENT UNDER SUCH CIRCUMSTANCES.

16 SUSPENSION

16.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

17 TERMINATION

17.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

18 DISPUTES RESOLUTION – ARBITRATION (Not Used)

19 NOTICE

19.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with the a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

County of Oneida

800 Park Avenue

Utica, NY 13501

Attn: _____

CONSULTANT

Lochner Engineering, P.C.

181 Genesee Street, Suite 300

Utica, NY 13501

Attn: Mark R. Pawlick

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

20 SURVIVAL OF CONTRACT TERMINATION

20.1 The Articles relating to Indemnification and Limitation of Liability shall survive termination the completion of the Services, payment in full of the Compensation and termination of this Agreement.

21 MISCELLANEOUS

21.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

21.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party(ies).

21.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

21.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

21.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

21.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

21.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

21.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

21.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.


CLIENT

Signature

Name (Printed or Typed)

Date

CONSULTANT



Signature

Allen J. Cowen

Name (Printed or Typed)

May 5, 2010

Date

ATTACHMENT A

CONSTRUCTION INSPECTION SCOPE OF WORK & PROJECT DESCRIPTION

The Consultant will provide construction inspection services for County Funded Bridge Replacement / Rehabilitation projects to be built in 2010. The Consultant shall provide a billing rate schedule for all personnel to be utilized, including office support staff. Overtime multipliers for applicable personnel are to be included. Hourly billing rates for field personnel shall include all materials and equipment necessary to effectively carry out the duties of an inspector. Inspectors will bill for actual time on site and office review time only. Due to the nature of County bridge projects a field office is not typically provided. Document printing, copying, photo logs and mailings shall be billed as reimbursable expenses with no markup.

Full time construction inspection services will not be required. The Consultant will be required to provide "as needed" or part time inspection services, dependent upon the scope of the project. Oneida County may also require a single inspector to cover multiple project sites.

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
 - a. Keep a diary and digital photo log of all events pertinent to the progression of the project.
 - b. Verify that materials utilized are as specified in the contract documents.
 - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
 - d. Document quantities in a manner sufficient to recommend payment for work completed.
 - e. Review and make recommendation of Contractor's requests for payment.
 - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. Oneida County will arrange for and conduct a preconstruction meeting. Oneida County will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.

4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.
6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The inspector will invoice the County monthly for services rendered. Personnel billing rates, and reimbursable expenses shall be submitted and shall be marked "Exhibit B".

Attachment B

2010 BILLING RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Rate*</u>	<u>Overtime Category</u>
Project Manager	\$123.00	B
Chief Inspector Engineer	\$ 85.00	C
Construction Inspector II	\$ 71.00	C
Construction Inspector I	\$ 52.00	C
Administrative Assistant	\$ 52.00	C

Overtime Policy

- A indicates no compensation for overtime
- B indicates straight time for overtime
- C indicates rate times 1.5 for overtime

Reimbursable Expense Rates

External reprographic services and priority mailings will be billed with no markup. There will be no charge for regular mailings, faxes, and copying done from our office.

Maximum Contract Value

The fee amount paid to the Consultant shall not exceed \$78,000. The maximum contract value is based on the attached estimate for inspecting each of the assignments.

* Rates shown are for the 2010 calendar year. Billing rates will be escalated 3% for work performed during 2011.

For the purpose of equal evaluation of proposals submitted, the consultant shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines:

a. Chief Inspector Engineer	\$ 85 / hour *
b. Project Manager	\$ 123 / hour
c. Administrative Assistant	\$ 52 / hour
d. Inspector III	\$ 71 / hour *
e. Inspector II	\$ 52 / hour *

Group 1

1. Structure C3-92 – Walker Road

a. 225 hours @	\$ 85 / hour =	\$ 19,125
b. 20 hours @	\$ 123 / hour =	\$ 2,460
c. 4 hours @	\$ 52 / hour =	\$ 208
	Sub Total	\$ 21,793

2. BIN 3310960 – Butternut Road

a. 360 hours @	\$ 85 / hour =	\$ 30,600
b. 28 hours @	\$ 123 / hour =	\$ 3,444
c. 4 hours @	\$ 52 / hour =	\$ 208
	Sub Total	\$ 34,252

3. BIN 3310510 – Mapledale Road

a. 180 hours @	\$ 85 / hour =	\$ 15,300
b. 20 hours @	\$ 123 / hour =	\$ 2,460
c. 2 hours @	\$ 52 / hour =	\$ 104
	Sub Total	\$ 17,864

Total	\$ 73,909
Contingency	\$ 4,091
	<u>\$ 78,000</u>

* Overtime rate to be 1.5 times normal billing rate

Attachment C

Contract No. _____

Change Order No. _____

Effective Date _____

CHANGE ORDER

In accordance with Article 7 of the Consulting Services Agreement (Hourly Rate) (Env) dated April 1, 2010 ("Agreement") between Oneida County ("CLIENT") and Lochner Engineering, P.C. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services:**

2. **Change in time of Performance** (attach schedule if appropriate):

3. **Change in CONSULTANT's Compensation:**

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment D

**CONSULTANT RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS**

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

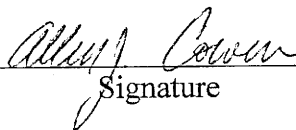
- (a) The Consultant agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant 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 Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Allen J. Cowen

Printed Name of Signee



Signature

Senior Associate

Title

May 5, 2010

Date

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

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

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

May 27, 2010
RECEIVED
JUN 02 2010
Oneida County Executive's Office

FN 20 10 - 253

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

PUBLIC SAFETY
WAYS & MEANS

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following supplemental appropriation from the federal forfeiture cost center to purchase an iRecord Essential - 1 Room Interrogation Recording System for the New York State Police at the Turning Stone Casino:

To:

A1162.2954 DA - Law Enforce., Other Expenses-Fed. Forfeiture Funds \$15,000.

This 2010 supplemental appropriation will be fully supported by federal forfeiture funds that are already on deposit.

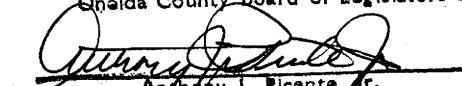
From:

A2678.1 DA -- Law Enforce., Federal Seizure - DA Law Enforcement \$15,000.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

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


Anthony J. Picente, Jr.
County Executive

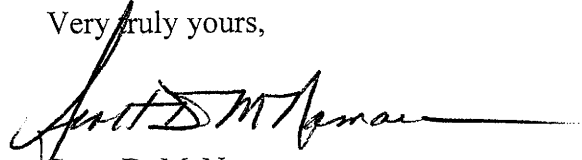
Date 6/8/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:36

The Honorable Anthony J. Picente, Jr.
May 27, 2010
Page Two

Thank you for your time and assistance in this matter.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. David J. Wood, Majority Leader
Hon. Patricia A. Hudak, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

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FN 20 10 - 254

May 10, 2010

PUBLIC SAFETY

WAYS & MEANS

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

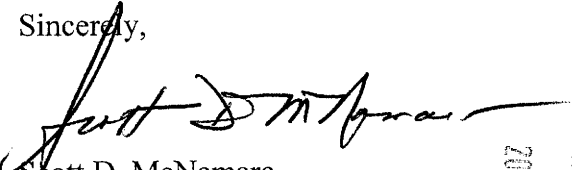
Dear Mr. Picente:

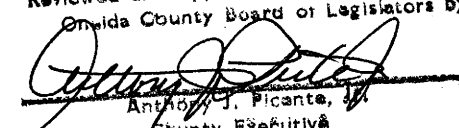
Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$52,800.00. The grant period is from April 1, 2010 through March 31, 2011. Matching funds are not required.

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

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

Thank you for your time and assistance in this matter.

Sincerely,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive
Date 6/8/10

2010 JUN 10 AM 10:10
ONEIDA COUNTY LEGISLATURE

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Aid to Prosecution

Proposed Dates of Operation:

04/01/10 – 03/31/11

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:

\$52,800.00

Account #:

A2201

A1165.101

Oneida County Dept. Funding Recommendation:

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

\$52,800.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p><u>STATE AGENCY</u> NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C108033 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - NYS Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Aid to Prosecution <u>DCJS NUMBERS:</u> AP10108033</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2010 TO 03/31/2011 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$52,800.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; 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 contacts</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 type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

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

AP10-1034-D00

Grantee Name

Oneida County

05/07/2010

AGREEMENT**STATE OF NEW YORK
AGREEMENT**

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

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

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). 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.**

AP10-1034-D00

Grantee Name

Oneida County

05/07/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) **PRIVACY NOTIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

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

Certified by - on

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

AP10-1034-D00

Grantee Name

Oneida County

05/07/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

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

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

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

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

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

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

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

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

A. For State funded grants:

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

B. For Federally funded grants:

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

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

government agencies as support for grant project personnel costs.

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

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

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

8. Budget amendments are governed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

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

25. Federal Funds

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

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

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

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

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

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

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

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

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

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

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

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided

by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER:7/31/09

Certified by - on

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

AP10-1034-D00

Oneida County

05/07/2010

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney's Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney - Approx. 75% of salary	1	\$52,800.00	\$52,800.00	\$52,800.00	\$0.00
Total				\$52,800.00	\$52,800.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$52,800.00	\$52,800.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$52,800.00	\$52,800.00	\$0.00

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

AP10-1034-D00

Grantee Name

Oneida County

05/07/2010

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

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

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

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

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

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

2-4: Quarterly

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

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

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

Payment requests need to include the following documents as required:

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

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER012510

Certified by - on

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

AP10-1034-D00

Oneida County

05/07/2010

APPENDIX D - Work Plan**Goal**

Expedite the processing of 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 felony offenses: narcotics offenses, burglary, forgery, grand larceny, criminal possession of stolen property, robbery, assault, sex offenses, and offenses involving firearms. 5. Improve communications and information sharing with all 62 offices of the District Attorneys throughout the State. Establish E-Mail addresses that can be accessed in order to allow for rapid electronic transmission of communications between the District Attorney and other criminal justice agencies.

Objective #1

To maintain increased levels of experienced prosecution personnel utilizing funds as outlined in Appendix B.

Task #1 for Objective #1

Maintain increased levels of experienced prosecution personnel.

Performance Measure

- 1 Names and years of experience of personnel funded under the Aid to Prosecution program

Objective #2

To seek the imposition of maximum sentences and minimize plea bargaining options for defendants.

Task #1 for Objective #2

Establish and implement a policy whereby prosecution personnel will seek maximum sentences and oppose plea bargaining options for Aid to Prosecution cases.

Performance Measure

- 1 Number of cases screened. Number of cases designated as Aid to Prosecution eligible.

Objective #3

To limit the caseloads of experienced attorneys in order to maintain a policy of vertical prosecution.

Task #1 for Objective #3

Establish and implement a policy to screen all felony cases utilizing the established criteria for case assignment to the Aid to Prosecution Program.

Performance Measure

- 1 Approximate percentage of time personnel dedicated to Aid to Prosecution cases.

Objective #4

To screen all potential Aid to Prosecution eligible felony cases.

Task #1 for Objective #4

Personnel funded under this program will be used primarily to prosecute Aid to Prosecution cases.

Performance Measure

- 1 Submit data for Aid to Prosecution cases for all phases of processing (Indictment to Sentencing).

Objective #5

Improve interagency communications by subscribing to NYPTI's web-based communications/information system.

Task #1 for Objective #5

The District Attorney's Office and NYPTI will establish a set of communication protocol to enhance information sharing. This will include the establishment of an E-Mail address and secure services with other criminal justice agencies.

Performance Measure

- 1 Date communication protocol is established and grantee is on-line.

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

AP10-1034-D00

Oneida County

05/07/2010

Award Conditions

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

General Conditions**APPENDIX D - Special Conditions**

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

The District Attorney shall submit a completed "Part A" of the Indictment and Prosecution Report 1020 form, to the Division of Criminal Justice Services, Felony Processing Unit, for each defendant, within 15 days of grand jury action or the filing of a superior court information. The District Attorney shall submit a completed "Part B" of the Indictment and Prosecution Report, 1020 form, to the Division of Criminal Justice Services, Felony Processing Unit, for each defendant, within 15 days following pronouncement of sentence (if the defendant was convicted of any count in the indictment or superior court information) or the final disposition (if the defendant was not convicted of any counts in the indictment). The District Attorney shall mark the appropriate box (ATP/TCI cases) on Indictment and Prosecution Report, 1020 form submitted to the Division of Criminal Justice Services, Felony Processing to identify those cases that are Aid to Prosecution funded cases.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of \$100,000 or more Two (2) progress reports for contracts between \$1 and \$99,999

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

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

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

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. "GGUN" submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse

and ATF.

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

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

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

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

Participating police departments receiving IMPACT funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

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

FN 20 10 - 255

PUBLIC SAFETY

May 10, 2010

WAYS & MEANS

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

Dear Mr. Picente:

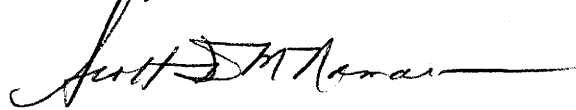
Enclosed is the proposed grant award which the United States Department of Justice, Office of Justice Programs has rewarded our office in the amount of \$215,000.00. The grant period is from September 1, 2009 through August 31, 2012. Matching funds are not required.

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

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

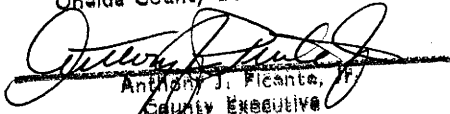
Thank you for your time and assistance in this matter.

Sincerely,



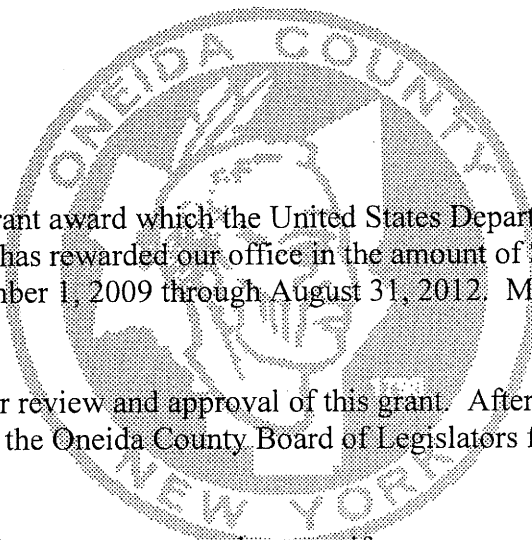
Scott D. McNamara
Oneida County District Attorney

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


Anthony J. Picente, Jr.
County Executive

Date 6/8/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 9:55



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Congressional Appropriations Act
The Oneida County Universal Records Management Systems Project

Proposed Dates of Operation:

09/01/09 – 08/31/12

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used to set-up an Oneida County Universal Records Management System which will better equip our local law enforcement agencies in Oneida County to share data.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$215,000.00

Account #:

Oneida County Dept. Funding Recommendation:

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

\$215,000.00 in federal dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

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

(Hereinafter referred to
as the County)

FUNDING SOURCE

Department of Justice
Office of Justice Programs

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: 09/01/09
To: 08/31/12

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$215,000.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

\$ 1 Million

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

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

COUNTY OF ONEIDA

By: _____
County Executive

By: 
District Attorney

Approved as to form

By: 
Oneida County Attorney



Removal of Special Conditions Related to Financial Clearance GAN



[All Active](#)

[Change Requested](#)

[Approved](#)

[Denied](#)

[Draft](#)

[Create Grant Adjustment](#)

[Help/Frequently Asked Questions](#)

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US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information			
Grantee Name:	Oneida County	Project Period:	09/01/2009 - 08/31/2012
Grantee Address:	County Office Bldg 800 Park Avenue Utica, 13501	Program Office:	BJA
Grantee DUNS Number:	07-581-4186	Grant Manager:	Dean Iwasaki
Grantee EIN:	15-6000460	Application Number(s):	2009-H0605-NY-DD
Vendor #:	156001460	Award Number:	2009-D1-BX-0146
Project Title:	The Oneida County Universal Records Management System Project	Award Amount:	\$215,000.00
		GAN Number:	003
		Date:	01/07/2010

Removal of Special Conditions Related to Financial Clearance			
Supplement 00			
	Special Condition Number	Special Condition Title	Status
<input type="checkbox"/>	Special Condition 7	Conditional Clearance	Inactive
Current Grantee Budget			
	Categories	Total	
	A. Personnel	\$0	
	B. Fringe Benefits	\$0	
	C. Travel	\$0	
	D. Equipment	\$0	
	E. Supplies	\$0	
	F. Construction	\$0	
	G. Contractual	\$215000	
	H. Other	\$0	
	TOTAL DIRECT COST	\$215000	
	INDIRECT COST	\$0	
	TOTAL PROJECT COST	\$215000	
	FEDERAL FUNDS APPROVED	\$215000	
	NON-FEDERAL FUNDS APPROVED	\$0	
	PROGRAM INCOME	\$0	
*Required Justification for Removal			
Financial review completed. Match is not required for this grant program.			
Attachments:			
Filename:	User:	Timestamp:	Action:
2009-D1-BX-0146.pdf	holmanv	01/07/2010 11:00 AM	Delete Attachment

2009-D1-BX-0146 -1.pdf	holmanv	01/07/2010 11:00 AM	<input type="button" value="Delete Attachment"/>	
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	foxmon	01/07/2010 11:02 AM	View Note
Submitted	OC - Accounting Analyst	holmanv	01/07/2010 11:00 AM	View Note



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 21, 2009

The Honorable Scott McNamara
Oneida County
County Office Building
800 Park Avenue
Utica, NY 13501-2264

Dear District Attorney McNamara:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Congressionally Selected in the amount of \$215,000 for Oneida County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Dean Iwasaki, Program Manager at (202) 514-5278; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lou Leary".

Mary Lou Leary
Acting Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 21, 2009

The Honorable Scott McNamara
Oneida County
County Office Building
800 Park Avenue
Utica, NY 13501-2264

Dear District Attorney McNamara:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 2

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Oneida County County Office Building 800 Park Avenue Utica, NY 13501-2264		4. AWARD NUMBER: 2009-D1-BX-0146	
		5. PROJECT PERIOD: FROM 09/01/2009 TO 08/31/2012 BUDGET PERIOD: FROM 09/01/2009 TO 08/31/2012	
		6. AWARD DATE 09/21/2009	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 156001460	8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE The Oneida County Universal Records Management System Project		10. AMOUNT OF THIS AWARD \$ 215,000	
		11. TOTAL AWARD \$ 215,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 (BJA – Congressionally Recommended) Pub. L. No. 111-8, 123 Stat. 524, 580			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Scott McNamara District Attorney	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B D1 80 00 00 215000		21. ID1UGT4990	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 2

PROJECT NUMBER 2009-DI-BX-0146

AWARD DATE 09/21/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
7. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria A. Berry, NEPA Coordinator

Subject: Categorical Exclusion for Oneida County

The Edward Byrne Memorial Discretionary Grants Program helps local communities improve the capacity of local justice systems and provides for national support efforts. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2009-D1-BX-0146

PAGE 1 OF 1

This project is supported under FY09 (BJA – Congressionally Recommended) Pub. L. No. 111-8, 123 Stat. 524, 580

1. STAFF CONTACT (Name & telephone number)

Dean Iwasaki
(202) 514-5278

2. PROJECT DIRECTOR (Name, address & telephone number)

Todd Carville
Prosecutor
800 Park Avenue
Utica, NY 13501-2264
(315) 798-5766

3a. TITLE OF THE PROGRAM

BJA FY 09 Congressionally Selected

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

The Oneida County Universal Records Management System Project

5. NAME & ADDRESS OF GRANTEE

Oneida County
County Office Building 800 Park Avenue
Utica, NY 13501-2264

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 09/01/2009 TO: 08/31/2012

8. BUDGET PERIOD

FROM: 09/01/2009 TO: 08/31/2012

9. AMOUNT OF AWARD

\$ 215,000

10. DATE OF AWARD

09/21/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Congressionally Selected Awards Program, authorized by the Omnibus Appropriations Act, 2009 (Pub. L. 111-8), helps improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and/or assist victims of crime (other than compensation). Funds should be used for the projects selected by Congress, in the amounts specified in the joint explanatory statement incorporated by reference into Pub. L. 111-8, and generally consistent with one or more of the following statutory purposes: improving the functioning of the criminal justice system, preventing or combating juvenile delinquency, or assisting victims of crime (other than compensation). Each of these purposes is framed using language drawn, respectively, from the former Byrne discretionary statute, the Juvenile Justice and Delinquency Prevention Act, the Victims of Crime Act, and the Violence Against Women Act. This project is authorized and funded through a line item in the FY 09 Congressional Budget and by the joint explanatory statement that is incorporated by reference into the FY09 Omnibus Appropriations Act.

Oneida County will use FY 2009 Congressionally Selected Awards funding to support its universal records management system project. The project aims to better

equip law enforcement agencies within the county with a comprehensive records management system maintained, utilized, and accessed by all departments. The grant funded system will ultimately aid in investigations by allowing access to all participating agencies' data regarding prior law enforcement contact with a suspect and gang intelligence. Because officers will be able to access the database while in the field, the information will assist in active investigations and also address officer safety concerns.

NCA/NCF



OFFICE OF THE SHERIFF

DANIEL G. MIDDAGH
SHERIFF

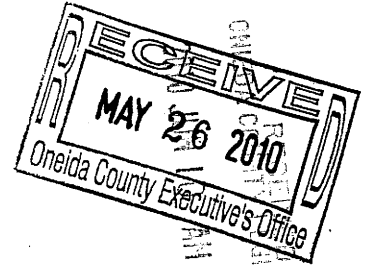
COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

May 20, 2010

FN 20 10 - 256

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



PUBLIC SAFETY


Dear Mr. Picente,

WAYS & MEANS

The Sheriff's Office is requesting that a new Capitol Project be established for the New York State Office of Homeland Security grant for the 2009 State Law Enforcement Terrorism Prevention Program. This Office has been awarded \$145,750. There is no county share required. The grant will expire on August 31, 2012. The funding award letter is attached.

The monies obtained for the grant will be used for several purposes. First, the grant will allow the to continuance of the Automatic Vehicle Locator (AVL) Project . This project pays for a cellular based system that helps to coordinate manpower and vehicle resources in critical incidents. It is important for Officer Safety. The system is in place but there are operating costs involved. This project is coordinated with Village and Town police agencies, as well as the City of Rome. Additional response equipment will also be purchased.

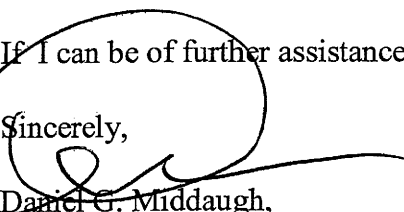
Secondly, the grant also allows for the continuation of the maintenance of the Records Management System implemented in the Law Enforcement Unit. This system allows for one source of investigative information and the ability to search and retrieve data from one location to another. This is useful in solving crimes and enforcing the law.

Finally, 25% of the funds must be used for training of Deputies in Homeland Security or reimbursement to backfill positions for overtime costs incurred as a result of such training.

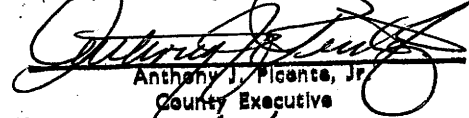
I am requesting that a new Capitol Project be established because this is a multi year project and we desire to track the expenses under this grant separately. A separate request for the approval of the contract has been made.

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

Sincerely,


Daniel G. Middaugh,
Sheriff

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


Anthony J. Picente, Jr.
County Executive

Date 6/9/10

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

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

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

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

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Contract with New York State Homeland Security

Title of Activity or Service: Homeland Security funds: Law Enforcement Terrorism Prevention

Proposed Dates of Operation: 8/01/2009 – 7/31/2012

Client Population/Number to be Served: Residents of Oneida County

Summary Statements

1) Narrative Description of Proposed Services: Firstly, to fund the continuation of the Automatic Vehicle Locating (AVL) Project. This is a cellular based system that assists in mobilizing resources in critical incidents. This effort is coordinated with other town/village police departments and the City of Rome. Secondly, to continue with the Records Management System that was recently installed in Law Enforcement Unit. Lastly, 25 % of the funding must be used for training related to homeland security or to backfill staff time while Deputies receive training.

2) Program/Service Objectives and Outcomes: Coordination of manpower and equipment is critical in high risk incidents. Location of the incident, assessment of the incident by properly trained staff, and mobilization of physical resources are critical in a high risk situation. Proper record maintenance is also vital so that information is accessible, comprehensive and current.

3) Program Design and Staffing: This grant will allow for overtime for Deputies backfilling for shifts when Deputies are being trained in homeland security. Otherwise, there is no reimbursement for staff.

Total Funding Requested: \$145,750 **Account #** **New Capitol Account requested**

Oneida County Dept. Funding Recommendation: Recommend funding

Proposed Funding Sources (Federal \$/ State \$/County \$): NYS Homeland Security funding

Cost Per Client Served: N/A

Past Performance Data: Have contracted with NYS Homeland Security before with success.

O.C. Department Staff Comments: Please create a new capitol account.

STATE AGENCY:
New York State Office of Homeland Security
1220 Washington Avenue
Albany, NY 12242

NYS COMPTROLLER'S NUMBER: C835092
(Contract Number)
ORIGINATING AGENCY CODE: 01077

GRANTEE/CONTRACTOR: (Name & Address)
Oneida County
800 Park Avenue
Utica, NY 13501

TYPE OF PROGRAM(S): WM2009 SLETPP
CFDA# 97.067
OHS NUMBER(S): WM09835092

FEDERAL TAX IDENTIFICATION NO: 15-6000460
MUNICIPALITY NO (if applicable): 300100000 000

INITIAL CONTRACT PERIOD:
FROM: 08/01/2009 TO: 07/31/2012
FUNDING AMOUNT FOR INITIAL PERIOD: \$ 145,750

STATUS: Contractor is not a sectarian entity.
Contractor is not a not-for-profit organization

MULTI-YEAR TERM (if applicable):
FROM: TO:

CHARITIES REGISTRATION NO:

Contractor has _____ / has not _____
timely filed with the Attorney General's
Charities Bureau all required periodic or
annual written reports.

If 'Exempt' is entered above,
reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT
 APPENDIX A Standard Clauses required by the Attorney General for all State contracts
 APPENDIX A-1 Agency-Specific Clauses
 APPENDIX B Budget
 APPENDIX C Payment and Reporting Schedule
 APPENDIX D Program Workplan and Special Conditions
 APPENDIX X Modification of Agreement Form (to accompany modified appendices
for changes in terms or considerations on an existing period or for renewal periods.
 OHS-55 Budget Amendment/Grant Extension Request
 Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS OFFICE OF HOMELAND SECURITY

By: _____ Date: _____
F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____
Hon. Anthony J Picente, County Executive

STATE OF NEW YORK
County of _____

On this _____ day of _____, 20 __, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Title: _____
Date: _____

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

By: _____
Date: _____

STATE AGENCY: New York State Office of Homeland Security 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C835092 (Contract Number) ORIGINATING AGENCY CODE: 01077
--	--

GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	TYPE OF PROGRAM(S): WM2009 SLETPP CFDA# 97.067 OHS NUMBER(S): WM09835092
--	--

FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO (if applicable): 300100000 000	INITIAL CONTRACT PERIOD: FROM: 08/01/2009 TO: 07/31/2012 FUNDING AMOUNT FOR INITIAL PERIOD: \$ 145,750
---	--

STATUS: Contractor is not a sectarian entity. Contractor is not a not-for-profit organization	MULTI-YEAR TERM (if applicable): FROM: TO:
---	--

CHARITIES REGISTRATION NO:

Contractor has _____ / has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

APPENDIX A Standard Clauses required by the Attorney General for all State contracts

APPENDIX A-1 Agency-Specific Clauses

APPENDIX B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Program Workplan and Special Conditions

_____ APPENDIX X Modification of Agreement Form (to accompany modified appendicies for changes in terms or considerations on an existing period or for renewal periods.

_____ OHS-55 Budget Amendment/Grant Extension Request

_____ Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS OFFICE OF HOMELAND SECURITY

By: _____ Date: _____
 F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____
 Hon. Anthony J Picente, County Executive

STATE OF NEW YORK
 County of _____

On this ____ day of _____, 20__, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Title: _____
 Date: _____

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

By: _____
 Date: _____

STATE AGENCY: New York State Office of Homeland Security 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C835092 (Contract Number) ORIGINATING AGENCY CODE: 01077
--	--

GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	TYPE OF PROGRAM(S): WM12009 SLETPP CFDA# 97.067 OHS NUMBER(S): WM109835092
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FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO (if applicable): 300100000 000	INITIAL CONTRACT PERIOD: FROM: 08/01/2009 TO: 07/31/2012 FUNDING AMOUNT FOR INITIAL PERIOD: \$ 145,750
---	--

STATUS: Contractor is not a sectarian entity. Contractor is not a not-for-profit organization	MULTI-YEAR TERM (if applicable): FROM: TO:
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CHARITIES REGISTRATION NO: Contractor has ____ / has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. If 'Exempt' is entered above, reason for exemption: ____	APPENDICES ATTACHED AND PART OF THIS AGREEMENT <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A-1 Agency-Specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification of Agreement Form (to accompany modified agencies for changes in terms or considerations on an existing period or for renewal periods <input type="checkbox"/> OHS-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
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 F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: *[Signature]* Date: 6/8/10
 Hon. Anthony P. Picente, County Executive

APPROVED AS TO FORM
ONEIDA COUNTY ATTORNEY
 BY *[Signature]*

STATE OF NEW YORK
 County of _____

On this ____ day of _____, 20__, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____ that (s)he is the _____ of the _____ the Grantee described in and which executed the foregoing instrument: that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order.

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GRANTEE:

By: *[Signature]* Date: 6/8/10
 Hon. Anthony J. Picente, County Executive

Approved As To Form
ONEIDA COUNTY ATTORNEY
[Signature]

STATE OF NEW YORK
 County of _____

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(Notary) _____

<u>ATTORNEY GENERAL'S SIGNATURE</u> Title: _____ Date: _____	APPROVED: THOMAS P. DINAPOLI, STATE COMPTROLLER By: _____ Date: _____
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<u>STATE AGENCY:</u> New York State Office of Homeland Security 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C835092 (Contract Number) ORIGINATING AGENCY CODE: 01077
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Approved As To Form
ONEIDA COUNTY ATTORNEY
By: *[Signature]*

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By: _____ Date: _____
 Hon. Anthony J Picente, County Executive

STATE OF NEW YORK
 County of _____

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Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By: *[Signature]*

ATTORNEY GENERAL'S SIGNATURE

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 Date: _____

APPROVED:
 THOMAS P. DINAPOLI,
 STATE COMPTROLLER
 By: _____
 Date: _____

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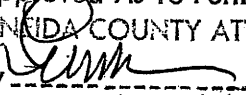
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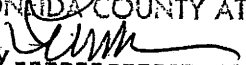
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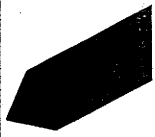
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<u>ATTORNEY GENERAL'S SIGNATURE</u> Title: _____ Date: _____	<u>APPROVED:</u> THOMAS P. DINAPOLI, STATE COMPTROLLER By: _____ Date: _____
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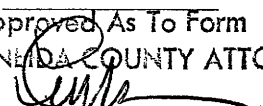
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 Hon. Anthony J Picente, County Executive
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 ONEIDA COUNTY ATTORNEY
 By: 

STATE OF NEW YORK
 County of _____

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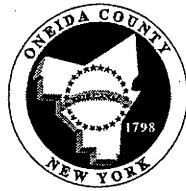
ATTORNEY GENERAL'S SIGNATURE

Title: _____
 Date: _____

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

By: _____
 Date: _____

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:37

June 8, 2010

FN 20 LD - 257

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

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

Attached for your review and approval is correspondence from David Tomidy, Probation Director, requesting the creation of one (1) new part time Probation Assistant position (Grade 25W, Step 1 \$16.38/hr) in the Oneida County STOP-DWI, Cost Center 3313.

As stated in Director Tomidy's letter, the one (1) new Probation Assistant position is needed due to the preparation of the Oneida County Ignition Interlock plan. The position is anticipated to be part time beginning August 12, 2010 through December 31, 2010. In January this position could become full time or possibly be manned by another pat time position and fully funded by STOP-DWI.

They anticipate that eventually over 300 people will have Ignition Interlock installed on their vehicle as a result of Leandre's Law which becomes effective August 15, 2010. Probation would be unable to monitor these cases, communicate with all of our courts, and intercede with the offenders without someone designated to perform this function.

These positions would be funded 100% by STOP-DWI.

I respectfully request this recommendation be forward to the Board of Legislators for their consideration.

Sincerely,

John P. Talerico
Commissioner of Personnel

Copy: Probation
STOP-DWI
County Attorney
Budget

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

Anthony J. Picente, Jr
County Executive

Date 6/9/10

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director

Thomas J. Marcoline
Deputy Director

Supervisors
Thomas Brognano
Patrick Cady
Paula Mrzlikar
David J. Radell



Oneida County Probation Department

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

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

June 7, 2010

Mr. John Talerico, Commissioner
Oneida County Department of Personnel
Oneida County Office Building
800 Park Avenue – 3rd Floor
Utica, New York 13501

Re: Ignition Interlock
Probation Assistant Position

Dear Mr. Talerico:

We are in the midst of preparing the Oneida County Ignition Interlock plan that must be approved by you by June 14, 2010. Part of the plan is the creation of a Probation Assistant position to be paid 100% by STOP-DWI. We anticipate it being a part-time position beginning August 12, 2010 through December 31, 2010. STOP-DWI has allotted up to \$20,000 in funding.

In January, this position could become full-time or perhaps be manned by another part-time position and fully funded by STOP-DWI.

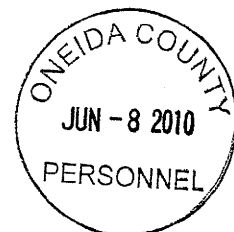
We anticipate that eventually over 300 people will have Ignition Interlock installed on their vehicle as a result of Leandre's Law which becomes law on August 15, 2010. We would be unable to monitor these cases, communicate with all of our courts, and intercede with the offenders without someone designated to perform this function.

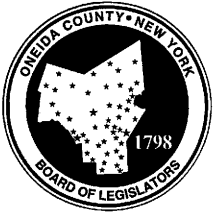
Therefore, we respectfully request the creation of this new position. Your support for this initiative is most appreciated.

Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
C: Mike Colangelo, STOP-DWI





ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

FN 20 10 - 258

June 1, 2010

WORKERS' COMPENSATION

WAYS & MEANS

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

Dear Chairman Fiorini,

We are writing to inform you that after a lengthy interview process, we are recommending that Mr. Michael L. Lally, a resident of New Hartford be approved for the position of Director of Workers Compensation. We interviewed a number of highly qualified candidates, but it is our unanimous opinion that Mr. Lally was the most qualified candidate for the job.

Mr. Lally has extensive experience in the field of Worker's Compensation. His prior employment includes serving as the Director of Worker's Compensation for Oneida County from 1985-1991, serving as a Worker's Compensation Hearing Representative for the Office of Special Funds from 1991-2008, and most recently, Mr. Lally has worked as a Senior Account Claims Representative for Worker's Compensation Insurance at PMA Management Corporation in Syracuse.

Over the course of the interview process, it became very apparent from our candidates that the approved salary was far too low. Therefore, we are requesting that Mr. Lally be hired at Grade 25, Step 12 (\$44,285). Additionally, we respectfully request that this appointment be considered by the full Board of Legislators on June 30, 2010 so that Mr. Lally receives an appropriate amount of training time prior to the expiration of Lynn Milograno's contract.

We appreciate your patience in regards to the length of the process, but we are confident that Mr. Lally will bring a continued high level of service to our Worker's Compensation Department.

Thank you in advance.

Sincerely,

Norman Leach *Ed Welsh* *Brian Mandryck* *Chad Davis* *Les Porter*
Norman Leach ^{MO} Ed Welsh ^{MO} Brian Mandryck ^{MO} Chad Davis ^{MO} Les Porter ^{MO}

I Hereby Forward For Board Consideration

Gerald J. Fiorini
Chairman of the Board of Legislators

Date: _____

2010 JUN 11 PM 2:39
RECEIVED
ONEIDA COUNTY LEGISLATURE

93

Michael Lally
3 Center Terrace
New Hartford, NY 13413
Mobile: 315-749-4833
mlally4321@hotmail.com

EXPERIENCE:

PMA Management Corporation, Syracuse, NY
Senior Account Claims Representative for Workers' Compensation Insurance
Licensed in New York State as an Independent Causality Adjuster
Manages large reserve cases specific to assigned clients including tasks of:

2008-Present

- Analyzing claims and preparing large loss reports to both internal and external audiences
- Working closely with claims attorneys and other vendors including medical case management and surveillance
- Negating settlements inside expected term requirements
- Overseeing Special Funds Section 15-8 recovery

Special Funds Conservation Committee, Syracuse, NY
Workers' Compensation Hearing Representative

1991-2008

Adjudicated the Workers' Compensation claims pursuant to the interests of Special Funds Conservation Committee and the current Workers' Compensation Law including the specific facts of the cases involved. Further responsibilities include but are not limited to:

- Reviewing and preparing claims files for workers' compensation hearings
- Attending workers compensation hearings and developing the lay and medical record
- Preparing hearing reports, claims summary and recommendations for claims examiners
- Conducting legal research and writing memoranda of law, appeals and rebuttals
- Applying knowledge of pertinent Workers' Compensation statutes, prevailing appellate law and panel decisions
- Conducting administrative Section 25-a reviews
- Attending pre-trial conferences for purposes of Special Funds Section 15-8
- Reviewing, authorizing and signing all Section 32 settlement agreements

Oneida County Self-Insurance Plan, Utica, NY
Director of Workers' Compensation
Managed all aspects of the Oneida County Workers' Compensation Department.

1985-1991

EDUCATION: SUNY at Plattsburgh: Bachelor of Arts in Business Management

1978

LICENSES: New York State Independent Casualty Adjuster. License Number IA-1121394.

REFERENCES: Available upon request.



David L. Mathis
Director, Workforce Development

FN 20 10 - 259

Anthony J. Picente, Jr.
Oneida County Executive

May 20, 2010

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

EDUCATION, YOUTH

WAYS & MEANS

ONEIDA COUNTY BOARD OF LEGISLATORS
JUN 10 10:00 AM '10

Dear County Executive Picente,

Attached for your approval are four copies of an Agreement that has been reviewed and is recommended for your signature.

This Agreement is with the BOCES Consortium of Continuing Education to provide a portion of the job placement and job search training program known as *Pride in Work* for up to five hundred (500) potential public assistance recipients in Oneida County. It is expected that successful completers of this program will be placed into unsubsidized employment and not enter the local welfare system.

The term of this Agreement will be July 1, 2010 to June 30, 2011 and is for a total of up to \$163,194.00.

This Agreement is completely funded by the Oneida County Department of Social Services.

Board of Legislators' approval is required.

Funding for this Agreement is from Account #J6300.495.

Please sign and date the attached Agreements where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

Thank you for your continued support of our initiatives. If you have any questions, please feel free to contact me.

Sincerely,

David Mathis

David Mathis, Director
Oneida County Workforce Development

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date

6/9/10

172

5/20/10

Oneida Co. Workforce Development

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: JOB Readiness/ JOB Placement & *Pride in Work* Program

Proposed Dates of Operations: July 1, 2010 through June 30, 2011

Client Population/Number to be Served: Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Oneida County Workforce Development will provide these services with the assistance of Madison Oneida BOCES. This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

2). Program/Service Objectives and Outcomes This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

3). Program Design and Staffing Level - This Contract is with the Office of Employment & Training and they have a subcontract with Madison/Oneida BOCES.

Staffing with

Madison/Oneida BOCES

- 1 Full-time Work Skills Teacher I
- 1 Full-time Work Skills Teacher II
- 1 Full-time Work Skills Teacher III
- 1 Part-time Program Supervisor

Total Funding Requested: \$ 163,194.00

Mandated or Non-mandated: Non-mandated, however this program helps Safety Net and Temporary Assistance applicants find employment which reduces the need for Temporary Assistance benefits.

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

Federal	100 % =	\$ 163,194
State	0 % =	\$ 0
County	0 % =	\$ 0

Cost Per Client Served:

Past performance Served: The cost of the Contract for the period 7/1/09 - 6/30/10 was \$ 311,000. Data for the current contract period is not yet completed. In 2008, the Pride in Work Program had a total of 1,022 referrals - 507 Safety Net applicants and only 19 completed and opened on Safety Net Assistance, 515 Temporary Assistance receipts were also referred to the program (469 Family Assistance recipients and 46 Safety Net recipients).

O.C. Department Staff Comments: The Department originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.

CONTRACT # PIW-004

PY 2010

FUNDING SOURCE: J1910/1910/2

HERKIMER-MADISON-ONEIDA CONSORTIUM WORKFORCE INVESTMENT ACT

BOCES CONSORTIUM OF CONTINUING EDUCATION

PRIDE IN WORK PROGRAM

This Agreement is entered by and between the

HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by the Counties of Herkimer, Madison and Oneida of the State of New York, with its administrative offices located at 209 Elizabeth Street, Utica, New York 13501, (hereinafter referred to as the Consortium), and the

BOCES CONSORTIUM OF CONTINUING EDUCATION, with its offices and principal place of business located at Spring Road, Verona, New York 13478 (hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, the Consortium has entered into an Agreement with the Governor of the State of New York to implement an employment and training program in the Counties of Herkimer, Madison and Oneida, pursuant to the provisions of the Workforce Investment Act of 1998 (W.I.A.) (P.L. 95-220), and

WHEREAS, the Consortium has received a grant from the Oneida County Department of Services to develop a comprehensive workforce development program known as Pride In Work to prepare public assistance applicants and welfare recipients for jobs and to place them in unsubsidized employment, and

WHEREAS, the Contractor will act as a subcontractor of the Consortium for the delivery of a portion of these Pride in Work services for up to five hundred (500) eligible participants,

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement under the authority and scope of the Workforce Investment Act, and the Pride in Work Program as follows:

1. **TERM.** The term of this Agreement shall commence on July 1, 2010 and expire on June 30, 2011.
2. **THE WORK.** The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.
3. **COSTS.**

A. The Consortium agrees to expend an amount up to, but not to exceed one hundred sixty-three thousand one hundred ninety-four and 00/100 dollars (\$163,194.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.

B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.

C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.

4. MODIFICATIONS.

A. The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium.

B. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by new County, Federal and/or State Regulations.

5. RECORDS AND REPORTING.

A. The Contractor shall record all costs incurred in the fulfillment of the terms of this Agreement. It is agreed that the Consortium's standard voucher will be submitted to the Consortium in triplicate, and that a monthly estimate of expenditures is provided to the local Consortium office. Also, a report of actual expenditures will be submitted on or before the fifth day of the month for the expenditures incurred during the previous month.

B. The Contractor is responsible for providing monthly reports to the Consortium administrative offices, including participant characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium on forms provided by the same, no later than the tenth (10th) calendar day following the close of the month.

6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any Agreement between the Consortium and the Governor of the State of New York, especially the Consortium Five Year Local Workforce Investment Plan, the Pride In Work and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York or the Consortium.

B. The State of New York, represented by the Governor, is not a party hereto and no legal liability on the part of the State is implied under the terms and conditions of this subcontract; any liabilities, legal actions or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium or its agents, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Consortium or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further, the Contractor shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve the Consortium, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the Contractor, direct or indirect, and shall indemnify and save harmless the Consortium, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the Consortium, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. ANTIDISCRIMINATION. Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program

activity. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under W.I.A. and the Pride in Work Program.

8. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the Consortium.

9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the Consortium and the Contractor, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

10. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.

11. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.

12. TERMINATION.

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. The Consortium is subject to compliance with the applicable rules and regulations of the State of New York, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to date of termination, or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor.

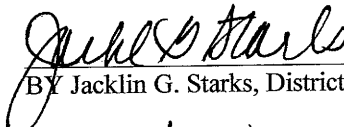
B. In the event that the State of New York terminates its Agreement with the Consortium, or imposes restrictions in funding or a freeze of operations, the Consortium shall be entitled to a waiver of the two-week notice requirement discussed in Section 12.A. and shall immediately notify the Contractor in writing of such action. Upon receipt of such notice, the Contractor shall immediately comply with and implement such Consortium direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For the Herkimer-Madison-Consortium:

For the Contractor:

BY Anthony J. Picente, Jr. Oneida County Executive



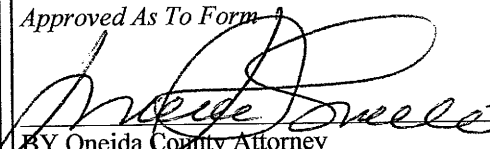
BY Jacklin G. Starks, District Superintendent

DATE

5/18/10

DATE

Approved As To Form



BY Oneida County Attorney

DATE

The "Pride in Work" Program

In response to a request for proposal from the Oneida County Department of Social Services, the Oneida County Workforce Development and Madison-Oneida BOCES, of the BOCES Consortium of Continuing Education have collaboratively developed a comprehensive program to prepare employable public assistance applicants and welfare recipients for jobs and to place them in unsubsidized employment.

Over the course of the period since February of 1995, Oneida County Workforce Development has successfully placed public assistance recipients in unsubsidized employment through the "Rewards of Work" program. Since October of 1994, Madison-Oneida BOCES also conducted a job preparation and placement program for public assistance applicants and recipients under the Jobs FIRST concept, called "Pride in Work." This program continues to respond to the needs identified by the Oneida County Department of Social Services for a Job Readiness/Job Placement program. However, it will be offered by both of the above agencies working together. The two agencies collaboratively providing this program are committed to providing a quality outcome-driven service for public assistance recipients and applicants, alike. The "Pride in Work" program will use a streamlined, cost-effective approach which builds on the best components of the program's forerunners, "Rewards" and "Pride." Services will be provided in multiple four week cycles for public assistance applicants and recipients.

This program design responds to changing welfare participant and applicant patterns in Oneida County. Public assistance rolls have been substantially reduced due to the successes of past "Pride in Work" and "Rewards of Work" programs. Hundreds of welfare recipients have successfully entered employment as an alternative to welfare as they were provided pre-employment and job search skills during the period in which their welfare applications were being processed. Longer term welfare recipients have been encouraged to reconsider the purpose of public assistance --as a temporary measure--and have been provided the tools to seek and retain work. The two programs were merged

in an effort to produce successful job placements for Oneida County's remaining employable welfare populations, and to continue to divert welfare applicants into jobs. The "*Pride in Work*" program represents a major program redesign for the purpose of consolidating efforts to train and place welfare applicants and recipients. Under this approach, the best elements of "*Rewards*" and "*Pride*" are utilized in the creation of an improved program which gleans the best attributes from both curricula.

"Pride in Work" Program Description

The ongoing program design for the placement of public assistance recipients revolves around educating, demonstrating, and experiencing "*Pride in Work*." All public assistance recipients and applicants referred to the "*Pride in Work*" program by the Department of Social Services are first assessed in an interview to determine their knowledge of the benefits and responsibilities of self-sufficiency. They are also evaluated on motivation and past work experience/skills.

Individuals who clearly lack basic life and pre-employment skills, and need motivation to enter the world of work are required to participate in a fully structured four week program to develop awareness of "*Pride in Work*.", and to provide a structured job search.

This program provides 35 hours weekly of group and individualized training and structured job search services in the following topics:

Curriculum Outline

- Unit I - Elements of Job Search
- Unit II - Introduction to Interviewing
- Unit III - Exploring Interests
- Unit IV - Keys to Opening Doors
- Unit V - Painting a Positive Picture
- Unit VI - Packaging Our Product
- Unit VII - Polishing the Interview
- Unit VIII - Steps to Career Advancement

- Unit IX - Selling Our Strengths
- Unit X - Planning the Future
- Unit XI - Course Review and Opportunities Awareness
- Unit XII - Job Search & Local Labor Market Awareness
- Unit XIII - Amazing Changes & Stress Management
- Unit XIV - Time Management
- Unit XV - Positive Thinking
- Unit XVI - Housekeeping, Budgetary Procedures & Rental Agreements
- Unit XVII - Customer Satisfaction & Program Evaluation

Objectives: Units I, XI, and XII all deal with a variety of information on job sources and networking. They prepare the student for taking the initial steps that lead to interviews e.g., interpreting newspaper want ads or getting information by either letter or phone.

Units II and VII enable the student to identify, describe and demonstrate a variety of effective verbal and nonverbal skills in order to make a favorable impression in a typical employment situation.

Units II, V, IX, X, XIII, XIV, XV and XVI examine life stages, specific abilities, interests, values, and personal characteristics that have important implications for choosing a job.

In addition these units address life skills, and personal management and responsibility. Self-esteem and dealing with stress are included to help cope with the pressures of today's society.

After conversations with our customers and meetings with local landlords we have implemented a new unit dealing with housekeeping, budgetary procedures and rental agreements. Our students and members of the community felt that such a unit would strengthen both our students' capabilities and our program.

Units IV and VI prepare the student to thoroughly complete the employment application form, a typed resume and cover letter that will make a positive impression on a prospective employer.

Units XIII deals with specific problems that could lead to losing or leaving a job. They deal with a problem-solving approach that will aid students to handle these problems more effectively. Good work habits are identified that can help avoid or minimize problems.

Unit XVII provides our customers an opportunity to express their thoughts and concerns on program improvement.

The curriculum is presented using a variety of media:

- Print
- Audio Tape
- Video

This is done to meet all learning modulates. The curriculum is based on a lot of group interaction in which the instructor serves as facilitator. Many other teaching materials are added to flesh out and enhance this curriculum. A partial list follows:

Videos:

- "Why Work?"
- "Job Hunt: Staying on Track"
- "Job Connection: Applying for Work"
- "Job Interviews: Tipping the Odds"
- "Let's Go: Success on the job"

Speakers:

Former students, employers, CAP program, and local landlords.

Other:

Sample applications, want ads, Job Service listing, Work Station, orientation to NYS Job Service, CAP Program, meetings with Job Developers, typing of resumes, and all Adkins materials.

For those individuals who demonstrate during assessment a solid awareness of the potential benefits of employment and who express a desire to find a job, referrals are made directly to the "Pride in Work" Job Development/Placement component. Counselors immediately engage the individual in a full-time structured job search using their expansive employer contacts and local labor market information. Employer incentives such as the on-the-job training program may be utilized to secure quality jobs for participants. Individuals are provided job readiness training, life skills, job search counseling, resumé development, child care arrangement information, property maintenance skills and awareness, information on transportation services, follow-up and more. The comprehensive curriculum is designed to accommodate the needs of individuals with complex barriers to employment, as well as those who are more easily placed. Special attention will be given to health issues, child welfare issues, those with low education and skill levels, etc. Individuals who exhibit severe barriers to employment which had not been previously identified will be served under a 'managed care' approach through a cooperative dialog with the Department of Social Services.

Clients are trained to utilize a Career Resource area where they practice filling out applications, using the telephone, and engaging in mock interviews. They learn how to create a good impression to market and sell themselves to prospective employers.

Pre-Employment Training and Job Development take place at the Utica ACCESS Center, in four week cycles beginning three times monthly on Mondays. The program will simultaneously be provided at a site in Rome beginning twice monthly on Mondays. It can be offered at additional sites throughout Oneida County, based on needs determined in advance by Oneida County DSS.

Groups of 8-20 individuals participate in structured classroom and job search activities from 8:30 a.m. to 4:00 p.m. daily. Individual counseling takes place throughout the training period and follow-up support is provided after job attainment to encourage employment retention.

The program format can accommodate a constant flow of clients, referred from the Oneida County Department of Social Services to "Pride in Work" program training. Using the expertise of staff familiar with the challenges of counseling, training, and placing individuals with multiple barriers to employment, the "Pride in Work" program will serve as many as 500- 700 public assistance applicants and recipients over a 12-month period, placing a minimum of 70% of program completers in unsubsidized employment.

Those individuals who actively participate in the "Pride in Work" 4-week format, but upon completion are still unable to secure employment will be assigned to a Work Experience site by OC DSS. An evaluation of each student's progress, motivation, and employer contacts will be sent to OC DSS at the conclusion of the training. Job placement services continue for enrollees while they are participating in Work Experience.

Other features of the program, which will be maintained under the collaborative design of the new "Pride in Work" program include:

- on-going admission to program activities
- "fast-track" job development/placement for individuals deemed fully employable
- access to Oneida County Workforce Development's numerous employer contacts and currently available job openings
- access to BOCES' professional vocational and life skills counseling services
- utilization of WIA on-the-job training program employer financial incentives to hire public assistance recipients
- coordination with the Oneida County DSS Work Experience Program
- timely reporting of all client status changes to DSS
- on-going client support to encourage job retention
- follow-up of all clients placed after 13 weeks of employment to provide data on retention performance and to report weekly earnings

- assurance that the coordinating agencies will follow all applicable State Regulations and will maintain confidentiality while adhering to all rules and requirements established by the Oneida County Department of Social Services. This includes compliance with established policies regarding home visits, and the reporting of negative living conditions and other information pertinent to social welfare, appropriate living standards and respect for property
- the use of client program evaluations to assure that program content is meaningful and to promote the continuous improvement of the "*Pride in Work*" curriculum.
- full accountability for program results including a report to analyze total "return on investment" upon program completion.

As amended in the 2008-2009 contract between Oneida County Department of Social Services and Oneida County Workforce development, BOCES agrees to perform the Pride In Work program as follows:

- Administer TABE test or equivalent instrument to measure educational level.
- Teach job finding skills to include resume preparation, application and interviewing skills.
- Computer and Internet based application skills and communication
- Oral communication and phone skills
- Motivation, self confidence, perseverance
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board.

EXHIBIT B

BOCES Consortium of Continuing Education
Pride In Work Budget
7/1/10 - 6/30/11

Training Costs:

A. Training Staff Salaries

1) Work Skills Teacher I Jerome Anderson	\$37,243
\$692 x 52 weeks	
2) Work Skills Teacher II Denise Gregory	39,576
\$735 x 52 weeks	
3) Work Skills Teacher III Ryan LeoGrande	32,292
\$600 x 52 weeks	
4) Program Supervisor Kathleen Rinaldo	2,000
\$143 x 52 weeks	

Subtotal \$111,111

B. Training Staff Fringe Benefits

1) FICA @ 7.65%	\$ 8,500
2) Workers Compensation @ 1%	1,111
3) Unemployment Insurance	549
4) Teachers Retirement @ 8.62%	9,578
5) Health	29,521

Subtotal \$49,259

C. Operating Costs:

1) Rent	2,500
2) Instructional Materials	324
	Subtotal \$2,824

Grand Total

\$163,194

163

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM

I. Recruitment and Selection of Participants

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literary skills deficiency, school dropout, homeless, runaway or foster child, pregnant and parenting, and offender. The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

B. Prior to enrollment, all clients must be certified eligible by the Consortium Intake/Assessment staff. The Contractor may select desired program participants and then notify both the Consortium and the applicant of his/her selection.

C. When an individual is enrolled in the program, both the Consortium Case Managers and the Contractor shall provide the participant with a thorough orientation to the WIA program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

II. Service Area

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

III. Contractors's Responsibilities to Job Training Participants

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

IV. Participant Payroll Procedures

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

V. Advance Payments

An advance payment of any kind is not allowed under this Agreement.

VI. Reporting Requirements

A. The Contractor is responsible for providing monthly reports to the Consortium, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium Offices on forms provided by the Consortium, no later than the tenth (10th) calendar day following the close of the month.

B. A *Contractors's Final Report* package may be provided to the Contractor by the Consortium. The Contractor will submit the required information to the Consortium Office after all financial transactions with the Consortium have been completed and within thirty (30) days after the termination date of this Agreement.

VII. Monitoring Requirements

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

VIII. Procurement/Materials and Supplies

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with WIA funds during the term of this Agreement.

C. Expendable materials and supplies allowable under WIA shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the Consortium at the termination of this Agreement.

IX. Performance Assessment

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The Consortium will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the Consortium, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the Consortium.

C. The Contractor will assure the purposeful and effective use of WIA funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the Consortium of any programmatic problems.

D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the Consortium, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

X. Non-Discrimination/Equal Opportunity

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

XI. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the Consortium Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

XII. Non-Assignment/Subcontracting

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the Consortium. Any attempts to assign this Agreement without the Consortium's written consent are null and void.

XIII. Termination for Convenience

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

XIV. Other Information

The Consortium reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations under WIA. The Consortium further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the Consortium under the grant agreement between the Consortium and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

XV. Regulatory Compliance

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

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

C. It is expressly understood that Oneida County Government is supportive of Communities That Care and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support Oneida County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

(revised 12/09)

(EXHIBIT C 2009 WIA.DOC)

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.
19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.

20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

(revised 12/09)
(EXHIBIT D 2009 WIA.DOC)

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦800 Park Avenue ♦Utica, New York 13501
Phone: (315) 798-5027 ♦Fax: (315) 798-6438

April 21, 2010

FN 20 10 - 260

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

EDUCATION, YOUTH

Dear Mr. Picente:

WAYS & MEANS

Re: Purchase of Service Agreement

2010 JUN 10 AM 10:01
RECEIVED
ONEIDA COUNTY LEGISLATURE

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Youth Bureau and the Neighborhood Center of Utica per Board Resolutions and Local Law # 3 of 1991, amending Article VIII, Section 802 of the Administration Code.

This agreement the Neighborhood Center of Utica has four separate services. The Project AIM Program, the Outreach and Prevention Program, the Career Development Trainee Program, and the Transitional Life Skills Program. These programs include activities and counseling designed to help youngsters in skill building, education classes, stress reduction techniques, assertiveness training and training in independent living and decision making skills.

The term of this agreement is January 1, 2010 through December 31, 2010. This service agreement uses funding from the New York State Office of Children and Family Services in the amounts of \$24,600.00 for Project AIM; \$15,988.00 for Outreach and Prevention; \$7,191.00 for Career Development Trainees and \$21,000.00 for Transitional Life Skills.

I am respectfully requesting your approval of this Purchase of Service Agreement between the Oneida County Youth Bureau and the Neighborhood Center of Utica. In addition, because the total is \$68,779.00 in state funds, I am respectfully requesting that this be forwarded to the Board of Legislators to be reviewed at their earliest convenience.

Very truly yours,

Robert J. Roth
Director

Attachments

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

Anthony J. Picente, Jr.
County Executive

Date 6/8/10

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ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Neighborhood Center of Utica, Inc.

Title of Activity or Service:

- (A) Project AIM
- (B) Outreach and Prevention Program
- (C) Career Development Trainees Program
- (D) Transitional Life Skills -
(Part II of the Runaway and Homeless Youth funds)

Proposed Dates of Operation:

January 1, 2010 to December 31, 2010

Client Population/Number to be Served:

- (A) 10 Youth, ages 14 to 18
- (B) 75 Youth, ages 5 to 20
- (C) 10 Youth, ages 16 to 20
- (D) 20 Youth, ages 16 to 20

Summary Statements

1.) Narrative Description of Proposed Services

(A) The Project AIM (Achieve-Inspire-Motivate) program will provide youth an opportunity to build their self-confidence, reduce negative social behaviors, increase employability, and provide a community service. The opportunities and workshops offered to all trainees will help them in school, both academically and in extracurricular activities, while supporting them in setting goals of community participation and career choices.

(B) The Outreach and Prevention program provides after-school and evening clubs, classes and activities for youth during the school year and extended hours of such services during the summer. The program includes club groups, arts and crafts, music, drama, puppetry, sports, field trips, game room activities, playground programs, cooking/nutrition and individual attention. Home visits and parental contacts will be made. The Social Group Work method will be used in most activities and services provided by this program. Group Work is a planned method of working with individuals within a group setting that enables the individuals to better relate to other members of the group.

(C) The Career Development Trainee program provides on-the-job training experience for youth 16 to 20 years old with primary emphasis on youth that have completed 10th -12th grades. These experiences include working in agency childcare and/or group work programs or in support services related to these programs. Participants are also involved in enriching experiences aimed at fostering their personal and professional growth.

(D) The Transitional Life Skills program (utilizing Part II-Runaway and Homeless Youth funds) provides counseling and independent living services to teens in imminent risk of being homeless with no independent living skills. The focus for the population, referred from OCDSS, OC Probation, MVCAA's Runaway & Homeless Youth Program and Proctor High School, will be to enhance independent living skills to assist youth to attain/maintain a residence; to remain in school or re-enter an educational setting; and to build employability skills, (resume writing, interviewing and interpersonal relations).

2.) Program/Service Objectives and Outcomes

(A) The **Project AIM (Achieve-Inspire-Motivate)** goals are:

- Of the 10 youth who will participate, 4 will improve school grades in a minimum of 2 subjects and increase by 5 points or more as measured by report cards;
- Of the 10 youth who will participate, 5 will improve time spent on creative activities by enrollment in an extracurricular activity as measured by attendance;
- Of the 10 youth who will participate, 8 will improve community citizenship by volunteering as measured by a minimum of 10 hours of documented community service;
- Of the 10 youth who will participate, 8 will improve their sense of self and have a positive view of the future. Presentations of their current achievements and future goals will be presented during the session.

(B) The **Outreach & Prevention** program's goal is for children to learn about and practice habits that help them to achieve optimal physical and emotional health. Of the 40 regular participants, 27 will achieve on or more of the following: an increase in positive social interaction with their peers; an increase in active participation in group decision-making; development of trusting relationships with Adults; an increase in the frequency of positive methods of anger reduction and management; an increase in self-esteem and self-confidence and personal decision-making skills; identification of at least one area of personal competence or achievement.

(C) The **Career Development Trainee** program includes these goals for all 10 participants: All enrolled young adults will complete a formal interview process and attend an Orientation; each youth will participate in the trainee program for a minimum of 8 weeks; each youth will show improvement in basic job skills as measured by the bi-weekly individual conferences with staff mentors; each will participate in a minimum of 6 "growth groups" in which trainees will participate in group discussion and activities; and each youth will participate in a minimum of 2 agency staff meetings.

(D) The **Transitional Life Skills** program will strive for two main objectives: Youth in the program will strengthen and increase their capacity to function in a self-sufficient manner; and, Youth will achieve full autonomy and self-sufficiency. Goals will be met when: 100% of participants receive individual and family/group counseling; 100% of participants receive skills training in education, employment and money management; 70% will re-enter or remain in school; 50% of the youth not in school will obtain employment; 70% of the youth will reside in their own apartment or have a permanent residence; and 70% of the youth will maintain a stable address for 3 to 6 months.

3.) Program Design and Staffing

(A) Program staff includes the Associate Director of Behavioral Health Care and several Counselor IIIs, both of who are experienced in working with children and adolescents. Where possible, volunteers may be utilized. These volunteers will be recruited from Graduate and Human Service undergraduate college students in the area.

(B) Staffing for this program consists of the Director of Community Development and Outreach and several Group Workers, all with a minimum of a Bachelors Degree. The Associate Director of Child Care and Family Services assists with overall administrative support to this and other programs at the Neighborhood Center. Additional Group Leaders

and Volunteers will be engaged in some group and social activities as needed to support the program.

(C) Personnel paid by this program will be the student trainees, functioning as Program Aides. Agency personnel, not funded through, but involved with the program include the Director of Community Development and Outreach and other staff who will have the responsibility as supervisors and/or mentors for the trainees.

(D) The staff members for this program will have a Bachelor's degree level training (preferred) or educational and work experience sufficient to provide the services required. One staff member will serve as the Supervisor for the program. Wherever possible, volunteers in a graduate or undergraduate program may be utilized.

Total Funding Requested	(A)\$ 37,031.00	Account #	A8830.49555
	(B)\$ 19,949.00		A8830.4951
	(C)\$ 8,997.00		A8830.4951
	(D)\$ 24,284.00		A8830.49556

Oneida County Dept. Funding Recommendation:	(A)\$ 24,600.00
	(B)\$ 15,988.00
	(C)\$ 7,191.00
	(D)\$ 21,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served:	(A)\$ 2,460.00 per youth	(C)\$ 719.10 per youth
	(B)\$ 213.17 per youth	(D)\$ 1,050.00 per youth

Past Performance Data: All these programs have been reviewed by the Oneida County Youth Bureau and have met performance standards.

O.C. Department Staff Comments:

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

SERVICE PROVIDER

Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

- (A) Partners In Prevention-PIP
 - (B) Outreach and Prevention Program
 - (C) Career Development Trainees
 - (D) Transitional Life Skills Program
- (Part II of the Runaway and Homeless Youth funds)*

(Hereinafter referred to
as the County)

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: January 1, 2010
To: December 31, 2010

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
(A) \$ 37,031.00	(A) \$ 24,600.00	
(B) \$ 39,897.00	(B) \$ 15,988.00	<i>No County Funds are Required</i>
(C) \$ 17994.00	(C) \$ 7,191.00	
(D) \$ 40,474.00	(D) \$ 21,000.00	


GENERAL LIABILITY INSURANCE:

\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County Youth Bureau, and the Service Provider referred to above. IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
Commissioner of Social Services

By: 
Executive Director

By: 
Youth Bureau Director

Approved as to form


Oneida County Attorney

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary

Sponsoring Municipality: Oneida County County: Oneida

Implementing Agency: The Neighborhood Center, Inc

Program Title: Project AIM (Achieve-Inspire-Motivate)

Agency Street Address: 293 Genesee Street

Total Program Budget	\$ 24,600 \$ 37,031	(100%)
OCFS Funds Requested	\$ 24,600	(100 ⁶⁶ % of Total)
*Youth Bureau Allocated	\$ 24,600	
*Funding Category	SDPP-B	
*Youth Bureau Only		

City: Utica State: NY Zip Code: 13501

Federal ID#: 15-0532097
Charities Reg.#: 043521

Period of Actual Program Operation	
FROM <u>1-1-2010</u>	TO <u>12-31-2010</u>
Hours of Operation	
FROM <u>3:30PM</u>	TO <u>5:30PM</u>
<input type="checkbox"/> Daily	<input checked="" type="checkbox"/> Weekly
<input type="checkbox"/> Monthly	

<input checked="" type="checkbox"/> Executive Director	<input type="checkbox"/> Board Chairperson	<input type="checkbox"/> Other	<u>(315) 272-2600</u>	<u>(315) 733-8169</u>
			TELEPHONE NUMBER	FAX NUMBER
<u>Sandra L. Soroka</u>			SIGNATURE	
PRINT NAME			<u>www.charityadvantage.com/theneighborhoodcentercny</u>	
sandys@neighborhoodctr.org			WEBSITE (IF APPLICABLE)	
EMAIL ADDRESS			<u>Associate Director</u>	<u>(315) 272-2600</u>
CONTACT PERSON			TITLE	TELEPHONE NUMBER
patricev@neighborhoodctr.org				<u>(315) 733-8169</u>
EMAIL ADDRESS				FAX NUMBER
<u>Thomas Struwing</u>			<u>Comptroller</u>	<u>(315) 272-2600</u>
FISCAL OFFICER			TITLE	TELEPHONE NUMBER
toms@neighborhoodctr.org				<u>(315) 733-8169</u>
EMAIL ADDRESS				FAX NUMBER

The Agency is: Private, Not for Profit Public Religious Corporation

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Plan'g Bd	City Council District
Type	Address (Street, City, State, Zip)				
SDPP	615 Mary Street, Utica, NY 13501	116	47	City of Utica	1st

MUNICIPAL AGENCIES ONLY

Check if: Joint Program Purchase of Service

1. Name of Other Participating Municipalities: _____

2. Is the attached Program Total Budget (Form OCFS-3107) a combined budget for all participating municipalities? Yes No

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NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

PROGRAM CODE:

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CONTRACT NUMBER:

0	1	0	1	0	1	1
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AGENCY/MUNICIPALITY: The Neighborhood Center, Inc.

PROGRAM TITLE: Project Aim

FUND TYPE: SDPP - B

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Associate Director, C & F Services	\$ 2,343.	BW	\$ 3,047	
Program Director	\$ 14.21	H	\$ 2,772	
Assistant Program Director	\$ 19.02	H	\$ 14,835	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 20,654	\$ 13,735
TOTAL FRINGE BENEFITS			\$ 4,750	\$ 3,133
TOTAL PERSONAL SERVICES (1)			\$ 25,404	\$ 16,868

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$

TOTAL MAINTENANCE & OPERATION (3)

	\$ 11,627	\$ 7,732
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LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$	\$

TOTAL OCFS PROGRAM AMOUNT 37,031 \$

+ **TOTAL OCFS FUNDS REQUESTED** \$24,600

LIST OF OTHER FUNDING SOURCES		REIMBURSABLE TOTAL
United Way	\$ 12,431	MUNICIPAL FUNDING
	\$	OTHER SOURCES

** USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.*

THE NEIGHBORHOOD CENTER, INC.
PROJECT AIM 2010
ACHIEVE-INSPIRE-MOTIVATE

1. TARGET POPULATION

Project AIM (Achieve – Inspire - Motivate) is designed to serve at least **40** youth ages thirteen to eighteen who are representative of our community, with no more than **25** participants at a given time. The youth will be: males and females, from diverse racial and ethnic groups, inner city and suburban youth, and youth from a variety of socio-economic backgrounds. The majority of the enrollees will be those teens who are considered at risk due to economics or negative social behavior. The program will operate at our Mary Street campus in Utica and our Behavioral Healthcare facility in Rome. Although we will not limit participation to City of Utica and Rome residents, it is anticipated that a majority of enrollees will be teens who are able to access public or private transportation to and from the program.

Enrollment of participants will be a direct result of relationships, networking and outreach to some or all of the following: Oneida County Probation--PINS Diversion; Family Court; Youth Court; Utica City School District i.e. school counselors and social workers, Safe Schools/Healthy Students Program; SPFY workers; individual contact. Our retention process is multi-faceted: participants will receive a stipend for participation. During the year the participants will receive \$25 a month stipend for a bi-weekly commitment; as well as an opportunity for an increase in stipend through the summer career development program and the opportunity to fulfill mandates of the court and/or probation while having a positive experience within the programs.

The chart below was extracted from the NYS Kids Wellbeing Indicators Clearinghouse website and illustrates a decline in certain risky behaviors; however, indicators such as children living in poverty; adolescent births continue to increase; child abuse and neglect (unfounded and indicated reports) have continued to rise.

^increase *decline

Indicator	Baseline Rate or %	Current Rate or %
0-17 living in poverty (2000/2004)	17.6	19.9 [^]
Children rcvng free/reduced lunch (1999/00; 2005/06)	43.6	47.1 [^]
Adolescent births age 15-17 (2000/2005)	16.3 per 1,000	16.6 [^]
Adolescent births age 15-19(2000/2005)	36.2 per 1,000	32.6* (31.6 -2004)
Annual Dropouts-Public Schools (1999/00; 2005/06)	2.1	2.9*
Students with limited English Proficiency (1999/00; 2005/06)	3.0	3.3*
Adolescent arrests-DWI 16-20 years (2000/2006)	38.9 per 10,000	35.9 per 10,000*
Adolescent arrests-drug use/possession/sale/DUI 10-20 years (2000/2006)	161.1 per 10, 000	136.9 per 10,000*
PINS-Persons in Need of Supervision (2003/2006)	16.2/1,000	11.3/1,000*
Child Abuse/Neglect (2000/2006)	20.7per 1,000	29.2 per 1,000 [^]
Child Abuse/Neglect-Indicated	32.8	34.1 [^]

The NYS KWIC has shown a significant increase in the number of young adult arrests in Oneida County:

	2000	2007
Young Adult Arrests		
Drug use/possession/sale	55.1 per 10,000	62.7 per 10,000
Property crime 16-21	248.7 per 10,000	547 per 10,000
Violent crime 16-21	39.1 per 10,000	57.5 per 10,000
Driving While Intoxicated	60.8 per 10,000	76.3 per 10,000

A Socioeconomic Mapping And Resource Topography report for Oneida County indicates a number of juvenile risk factors continue to be areas of concern for our community: the overall juvenile arrest rate continues to peak and ebb, slowing climbing back toward a high seen in 1996; the juvenile forcible rape, property crime index, burglary and larceny theft arrest rates all continue to climb.

Moreover, an analysis of juvenile crime demonstrates that sixty-one percent of all violent crimes by juveniles occur on school days, most often in the hours immediately after the close of school for the day; twenty-five percent of serious violent victimizations are committed by juveniles (The Office of Juvenile Justice and Delinquency Prevention Statistical Briefing Book).

The United States has one of the highest high school dropout rates in the industrialized world with a national rate of twenty nine percent. Statistics closer to home reveal that the majority of students in the city of Utica come from homes that are economically and educationally disadvantaged. The 2007-2008 School Report Card demonstrates continued concerns with school retention and academic performance and teacher turnover. Although the graduation rate for Thomas R. Proctor High School in Utica has increased with 69% of students graduating, only 61% of economically disadvantaged youth graduated.

The 2007 American Community Survey for Oneida County conducted by the US Census Bureau shows: the median income of households in Oneida County is \$44,636; 15 percent of people were in poverty; 27.2% percent of related children under 18 were below the poverty level-up from a 2005 level of 21%. Almost 21% of all families with related children under the age of 18 and 40.6% percent of families with a female householder and no husband present had incomes below the poverty level. Over 75% of the children accessing our Youth Services Programs come from families living slightly above the poverty level, trying to make ends meet in an increasingly expensive and stressful world. According to the Kids Well-being Indicators Clearinghouse (KWIC); Oneida County has a higher rate than average in New York State for both indicated child abuse/maltreatment at 34.3% (NYS 32.4%) and children in indicated reports at 29.1% (NYS 16.2%). Unfortunately, when parents are unable to properly care for children or when children are not given the tools to successfully navigate the world in which they live, they are placed in care outside of their home. This is a huge financial burden on the community and an unforgivable emotional burden for a young child.

According to the Needs Assessment for the 2007-2009 Child and Family Oneida County Service Plan, TAP Survey: "The community domain appears to have some significant holes, at least as perceived by young people. Nearly half have said that there is little to do in their communities, and as many as one third reports that they feel adults in their community do not care or value kids. Perhaps some of this can be attributed to teenage angst and rebelliousness, but it may also mean that some communities are not effectively reaching out to their young people. On the other hand, it appears that the community has done a fairly good job in restricting youth access to tobacco and alcohol even through clearly they have other sources. However, it would appear the community could do a better job in providing information to young people about available social services."

Results from the 2007 TAP Survey show a continued decline from the 1999 and 2003 TAP survey with some risky adolescent behaviors: tobacco use (44% - 28% - 21%); alcohol use (54% - 48% - 42%); binge drinking (23% - 14% - 15%); marijuana use (28% - 25% - 20%). Sixty-seven percent of the teen respondents to the 2003 TAP Survey indicated that there were adults who care about and value kids; in 2007, sixty-nine percent of the respondents agreed with this statement. The youth in Oneida County are demonstrating that they are able to make healthy decisions, which speaks well of the programs and services which are being provided by various agencies across the community. Programs involving teens seem to be working and the statistics above give testimony to their positive impact on our youth. The Child Trends Data Bank reports: "The time children spend after school influences their development. Through after-school activities, children can develop social skills, improve their academic performance, and establish strong relationships with caring adults. Participation in club activities during middle childhood is

linked to higher academic performance and self-esteem. Participation in sports is linked to higher social competence and contributes to better health and lower likelihood of obesity. After-school programs may be especially beneficial for low-income children and children with limited English proficiency. Some research shows that children of low-income families who attend after-school programs are less likely to exhibit antisocial and problem behaviors. Children who regularly attend high-quality after-school programs are more likely to be engaged in school and attentive in class. They are also less likely to skip school and start drinking alcohol. Older children who consistently participate in after-school activities are more likely to attend college, vote, and volunteer later in life.”

Project AIM will provide youth age 13 to 18 years an opportunity to build their self-confidence, reduce negative social behaviors, increase employability, and provide a community service. The opportunities and workshops offered to the trainees will help them reach their goals. As such Project AIM is consistent with the priorities as outlined in the Oneida County Child and Family Services Plan 2007-2009 including encouraging wellness and a healthy living style, working toward limiting challenges involving health risk behaviors, promoting the value of a good education and fostering good citizenship.

2. PARTICIPANT OUTCOMES

Of the 25 youth who will participate in the Project AIM program, 10 will improve school grades in a minimum of 2 subjects and increase by 5 points or more as measured by report cards.

Of the 25 youth who will participate in the Project AIM program, 20 will improve time spent on creative activities by enrollment in an extracurricular activity as measured by attendance.

Of the 25 youth who will participate in the Project AIM program, 20 will improve community citizenship by volunteering in community as measured by a minimum of 10 hours of documented community service.

Of the 25 youth who will participate in the Project AIM program, 20 will improve their sense of self and positive view of the future presentations of their current achievements and future goals that will be presented during the 2nd to last session of participation.

3. PROGRAM DESIGN

Project AIM identifies high-risk youth through referrals by law enforcement, Oneida County Department of Probation, school and community counselors. A lead “group mentor” provides case management, referral service and group peer led programs to help youth access services and connect them to their community while enhancing their self worth through mentoring and job readiness programs. The program will utilize the *40 Assets for Positive Youth Development*, identified by the SEARCH Institute, as guidelines for understanding the individual situation of each young person in the program, for setting goals, and for program evaluation. Since 1989, Search Institute has measured Developmental Assets in more than 2 million 6th- to 12th-graders in communities across the United States, using the survey Search Institute Profiles of Student Life: Attitudes and Behaviors. The survey is based on the Developmental Asset framework that synthesized relevant research literature and identified the forty developmental nutrients all youth need to be healthy, caring, and responsible.

Participation in the project last six to twelve months, depending on formal obligations of the PINS diversion program and/or family court and/or achievement of formalized goals as established upon entering the program. An initial assessment will be completed on each participant to establish a base line and to identify needs and establish goals. Upon exiting the program the same evaluation will be utilized to measure the success of goal attainment and for evaluation purposes.

The group leader will provide a caring presence and build positive relationships with the youth and engage them in the group mentoring process. The environment will provide a forum where participating youth can count on to be heard and assisted with the practical adjustments necessary to influence positive choices and help them to become caring and responsible adults.

The Program will take place in our training room located at 612. The program will operate during normal agency business hours 8:30AM- 4:30PM. To meet the needs of the youth, the bi-weekly group session will take place after school hours. Typically, the hours will be 3:30PM – 5:30PM for the sessions.

Project AIM will consist of the following core components:

- A 12 month program of bi-weekly 2 hour peer group sessions led by an adult mentor. Groups will be scheduled during regular agency business hours Monday through Friday. Group sessions will include guest speakers, homework assignments and activities some of which will build off of each other, and to include basic core competencies such as:
 - Building Support Systems – each participant will identify and establish strong relationships to a minimum of 3 adults.
 - Participating in creative activities (music lessons, school sports, community organizations, art lessons, Karate, dance lessons, etc.)
 - Taking and accepting responsibility
 - Establishing community values
 - Participating in useful roles in the community - volunteerism
 - Increasing motivation to do well academically- increasing grades/school participation
 - Reading for pleasure
 - Placing value on helping other people
 - Promoting Equality and Social Justice
 - Practicing Restraint – making healthy decisions regarding sexual activity, smoking, drugs/alcohol
 - Planning and decision making
 - Conflict Resolution Skills
 - Increasing personal power and self-esteem
 - Establishing a sense of purpose
 - Establishing or enhancing positive view of personal future
- Included in the 12 month group mentoring project is a \$25.00 per month stipend. This money will be awarded for active participation in the group and rewarded in it's entirety for being on-time, attending and completing required activities. The amount will be awarded in partial increments if participants are late, for example: Amount will be reduced by \$2.00 each time participant is late, \$5.00 if participant does not complete requirements associated with assigned activities. Money earned is to be used for an approved sport or leisure activity (Dance/Music/Art Classes, Karate, Swimming, etc.) Additionally money will be available for transportation to and from the bi-weekly meetings as well as to approved activities if transportation to either is a problem for the youth.
- Instilling civic pride and establishing community values are key components for Project Aim. Toward this end participants in the program will have the opportunity to experience first hand various social and cultural events to strengthen connections to the community and gain a deeper appreciation for the cultural diversity offered in our area.
- Community partners will be utilized as guest speakers a few of these partners with which the agency has on-going collaborations include: Planned Parenthood, Mohawk Valley Community College, Hamilton College, Utica College, Herkimer Community College, Mid-York Community Council on Alcoholism, Boys and Girls Scouts, Cornell Cooperative Extension/

- Successful participation will allow eligibility into our Career and Development Program, providing added incentive and opportunity for job skill training.

4. MONITORING

All Neighborhood Center programs complete monthly reports for administrative and Board of Directors review. These reports are utilized to monitor program participation and new program developments, with annual reports that review overall program objectives and goals.

Program participants will be active advisory members throughout the year in regards to program schedules and activities. A democratic process will be utilized to promote participation on the development of the group programming that fulfills the core components and objectives, but utilizes a group process for how they are achieved.

Program evaluations will be completed by all individuals who complete the program.

Quarterly Reports will be provided to the Oneida County Youth Bureau, which will include the statistical and demographical data as well as progress on the program objectives and outcomes. An Annual Report will be provided to the County that will include year-to-date information as well as a narrative report that provides a final analysis of program objectives and outcomes.

5. EVALUATION

Upon entering and completion of the program a participant assessment will be completed with each individual. Based upon the initial assessment, individualized goals will be established for each participant. Pre and post assessment and progress on the goals will be measured for each participant.

In addition each of the group sessions will include weekly activities and bi-weekly reports by the participants on the progress or achievement of assigned activities.

The Group leader will be responsible for collecting and maintaining the outcomes of weekly activities and the accumulated data for each participant. External documentation will also be maintained in accordance with specific objectives, such as report cards and documentation supporting volunteer activities. Upon completion all participants will complete a program evaluation.

All of the above data will be compiled and reviewed on a quarterly basis to ensure program objectives are being met. The results will be analyzed to assist in strengthening program by looking at the areas where the program was successful and making changes regarding areas where success of objectives was not achieved.

6. PERSONNEL/VOLUNTEERS:

The Project AIM worker (Group Work Program Assistant Director) will have a BA (preferred) or educational or related work experience sufficient to provide the services described herein. The Project AIM staff will perform the duties described in section 3. Allocated for 40% of time

One staff person will serve as the Supervisor for this program (Group Work Program Director). He/she will have a Masters Degree (preferred) or educational or related work experience to provide the supervision needed for the program. Allocated for 10% of time

One staff person will serve as the Associate Director of Child Care and Family Services Division, with overall responsibility for program. He/she will have a Masters Degree (preferred) or educational or related work experience to provide the supervision needed for the program. - Allocated for 5% of time.

Some volunteers may be used to assist staff in implementation of groups and possibly individual work with youth. Volunteers may include graduate or undergraduate fieldwork students from local educational institutions. The number of volunteers used will depend upon the number of interested applicants and the availability of appropriate assignments. Volunteers will have regular contact with a member of the paid staff who will provide appropriate training and supervision.

7. BOARD OF DIRECTORS:

SEE ATTACHED

8. AGENCY MISSION AND PAST ACCOMPLISHMENTS

The Neighborhood Center, Inc., a not-for-profit agency and major provider of children and youth services in Oneida County has long been dedicated and committed to the well being of youth and families. The Center has a 104 year history of providing programs and services that promote responsible decision-making and prepare youth to be productive members of society. The mission of the agency has remained unchanged: To provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: Enriches, strengthens, and underscores the value & worth of individuals and families; Assists in developing responsible citizenship; Provides a foundation for growth; and fosters understanding among all persons.

Originating in 1905, it was truly a "neighborhood center" servicing primarily East Utica. However as human needs have grown and become more diverse throughout the years, the Neighborhood Center has grown and expanded in scope and services to meet those needs in a proactive and preventive manner. The Neighborhood Center has demonstrated success with youth related programming through our Youth Services Programs: Outreach and Prevention, Career Development and School Age Child Care; and our Prevention and Early Intervention Programs Project AIM, Transitional Living Skills, Child Guidance Clinic, Day Services, Child Care, School Partnership for Youth-SPFY; Case Planning.

Neighborhood Center staff are active in cooperative planning with other agencies and work in coalition on a continual basis with Catholic Charities, Family Services, Oneida County Department of Social Services, Oneida County Department of Mental Health, the Oneida County Day Care Unit, Oneida County Employment and Training Office, Multicultural Association of Medical Interpreters (MAMI), Legal Aid of Mid New York and others.

Neighborhood Center staff have a wide range of experience in providing social development programs, therapeutic intervention, individual and family counseling. Staff is professionally trained and includes Certified Social Workers, members of the National Association of Social Workers, and staff with Master and Bachelors degrees in other human service related fields (education, therapeutic recreation, etc.)

The agency is supported by a strong Executive Management team and controller who oversees our fully automated billing, payroll, and accounting departments. The agency contracts with an outside accounting firm Rhinehold & Fitzgerald & DePietro, P.C Certified Public Accountants-annual audits are conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

THE NEIGHBORHOOD CENTER, INC.

ADMINISTRATIVE OFFICE

293 GENESEE STREET

UTICA, NY 13501

PHONE: (315) 272-2600

FAX: (315) 732-0353

BOARD OF DIRECTORS 2009 - 2010

BOARD MEMBER	ADDRESS	HOME	WORK
DONATO, FRANK <i>President</i>	641 Parkway East Utica, NY 13501 F.Donato3@verizon.net	735-9508	798-1010
		Fax	798-1105
CASAB, ALBERT J. <i>Vice President</i>	2605 Dunham Road Utica, NY 13501 Casab4@Roadrunner.com Acasab@RomeSavings.com	797-7903	235-2045
		Cell	723-7336
CRABTREE NORMAN B <i>Treasurer</i>	PO Box 811 New Hartford, NY 13413-0811 Normanc@mohawkconsulting.com	732-8762	733-4444
		Cell	794-7823
		Fax	546-2122
CALDWELL, GWYNNETH R. <i>Secretary</i>	7785 Bel Air Drive Rome, NY 13440 Gwync@Americu.org Gwclld@Aol.com	336-4381	356-3303
BURLINGAME, KAREN	9939 Taberg Florence Road Taberg, NY 13471 Phoobare1963@Yahoo.com	245-4718	
		Cell	281-4593
BUTTERS, JANE	816 Bradford Drive Rome, NY 13440-2504	336-5377	
CIMBALO, ROBERT	1602 Harrison Avenue Utica, NY 13501 bob@robertcimbalo.com	724-0793	
COLON, ANTHONY J.	32 Auburn Avenue Utica, NY 13501-5602 tcolon699@aol.com	793-0562	733-1399

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		Cell	281-4593
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CIMBALO, ROBERT	1602 Harrison Avenue Utica, NY 13501 bob@robertcimbalo.com	724-0793	
COLON, ANTHONY J.	32 Auburn Avenue Utica, NY 13501-5602 tcolon699@aol.com	793-0562	733-1399

2009 - 2010 Board of Directors

DIETRICH, RUTH	6201 Hawkins Corner Road Rome, NY 13440 <u>RUTH.DIETRICH.CTR.@RL.AF.MIL</u>	336-7145 Fax	330-4987 330-2174
HILL, EDWARD	225 Lansing Street Utica, NY 13501	724-2851	
LEE, SUNG HO REV. DR.	New Hartford United Methodist Church 105 Genesee Street New Hartford, NY 13413		797-1777 Fax 797-5702
NASSAR, PAUL	918 Arthur Street Utica, NY 13501 <u>PNASSAR@MYWAY.COM</u>	733-8558	792-5561
SCHMIDT, JOHN	240 Oneida Street Syracuse, NY 13202 <u>JACK.SCHMIDT@BYNEDAIRY.COM</u>	601-2091	475-2121 Ext. 397
STERLING, DONNA	PO Box 685 Clark Mills, NY 13321	381-3148	798-5456
TUGGEY, LINDA	410 Florence Avenue Oneida, NY 13421	363-7064	

7/14/2009

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary**

Sponsoring Municipality: Oneida County County: Oneida

Implementing Agency: The Neighborhood Center, Inc
 Program Title: Outreach and Prevention
 Agency Street Address: 293 Genesee Street

Total Program Budget	\$ 39897 31,976	(100%)
OCFS Funds Requested	15,988 \$ 19949	(50 % of Total)
*Youth Bureau Allocated	\$ 15,988	
*Funding Category	YDDP-Service	
*Youth Bureau Only		

City: Utica State: NY Zip Code: 13501

Federal ID#: 15-0532097
 Charities Reg.#: 043521

Period of Actual Program Operation	
FROM <u>1-1-2010</u>	TO <u>12-31-2010</u>
Hours of Operation	
FROM <u>3:30PM</u>	TO <u>5:15PM</u>
<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly

Executive Director Board Chairperson
 Other

(315) 272-2600 (315) 733-8169
 TELEPHONE NUMBER FAX NUMBER

Sandra L. Soroka
 PRINT NAME
sandys@neighborhoodctr.org
 EMAIL ADDRESS

Sandra L. Soroka
 SIGNATURE
www.charityadvantage.com/theneighborhoodcentercn
 WEBSITE (IF APPLICABLE)

Patrice VanNortwick
 CONTACT PERSON
patricev@neighborhoodctr.org
 EMAIL ADDRESS

Associate Director (315) 272-2600
 TITLE TELEPHONE NUMBER
(315) 733-8169
 FAX NUMBER

Thomas Struwing
 FISCAL OFFICER
toms@neighborhoodctr.org
 EMAIL ADDRESS

Comptroller (315) 272-2600
 TITLE TELEPHONE NUMBER
(315) 733-8169
 FAX NUMBER

The Agency is: Private, Not for Profit Public Religious Corporation

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Plan'g Bd	City Council District
Type	Address (Street, City, State, Zip)				
YDDP	615 Mary Street, Utica, NY 13501	116	47	City of Utica	1st

MUNICIPAL AGENCIES ONLY

Check if: Joint Program Purchase of Service

1. Name of Other Participating Municipalities: _____

2. Is the attached Program Total Budget (Form OCFS-3107) a combined budget for all participating municipalities? Yes No

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
APPENDIX B

PROGRAM CODE:

CONTRACT NUMBER: 0 1 0 S 0 0 4

AGENCY/MUNICIPALITY: The Neighborhood Center, Inc.

PROGRAM TITLE: Outreach and Prevention

FUND TYPE:

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Associate Director, Child & Family	\$ 2346.20	BW	\$ 1,218	
Program Director	\$ 14.22	H	\$ 1,385	
Group Worker-Part-Time	\$ 13.18	H	\$ 12,831	
Group Worker-Part-Time	\$ 11.17	H	\$ 3,480	
Group Workers-Summer Help	\$ 9.00	H	\$ 1,800	
Secretarial	\$ 10.53	H	\$ 2,083	
Maintenance Workers	\$ 13.86	H	\$ 1,717	
TOTAL SALARIES AND WAGES			\$ 24,514	
TOTAL FRINGE BENEFITS			\$ 5,702	\$ 2,851
TOTAL PERSONAL SERVICES (1)			\$ 30,216	\$ 15,108

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$

TOTAL MAINTENANCE & OPERATION (3)

\$ 1,760	\$ 880
----------	--------

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$	\$

TOTAL OCFS PROGRAM AMOUNT

31,976 \$

+

TOTAL OCFS FUNDS REQUESTED

\$15,988

LIST OF OTHER FUNDING SOURCES		REIMBURSABLE TOTAL
United Way	\$ 15,988	MUNICIPAL FUNDING
	\$	OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED. USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

NEIGHBORHOOD CENTER, INC.
OUTREACH and PREVENTION PROGRAM 2010

1. TARGET POPULATION

Our target population will consist of approximately 75 youth ages 5-20 representing a mixture of racial/ethnic groups from the Greater Utica area, particularly the inner-city neighborhood adjacent to the Neighborhood Center. We will be targeting youth at risk who attend our drop in program. As such the Outreach and Prevention Program is designed to be consistent with the priorities as outlined in the Oneida County Child and Family Services Plan 2007-2009. Through participation in the program children and youth will demonstrate good citizenship as law abiding contributing members of their families, schools, and communities; refrain from violence and other illegal destructive behaviors and improve their perception of positive available opportunities for youth in the community. Additionally, children will learn and practice habits that help them to achieve optimal physical and emotional health and limit challenges involving health risk behaviors. Outreach efforts will be made in an attempt to include new neighborhood children and/or underserved children in our programs. Other youth that may participate in the program include individuals attending The Gay, Lesbian, Bi-Sexual, Transgender, and Questioning Teens support group and/or clinic groups Somali Bantu Teen Mentoring Group.

Familial participation has always been a goal for the program; parents, guardians and other adult household members will receive services as we work with the youth. Participation in previous years has been a balance of gender and ethnic background that is reflective of our immediate neighborhood; most are from lower socio-economic backgrounds. It is expected that at least 75% of the youth served will be from lower socio-economic families. Participation is not limited by geographic boundaries; however, as it is a drop in program most of the children live within walking distance to the center. There is no fee to participate in this program, therefore, children are generally from lower income families and are not enrolled in a fee-based structured program. Income data is collected through the Child and Adult Care Food Program (CACFP) forms and/or self-disclosure. Completed CACFP forms allow us to access funding to provide snacks.

In 2009 we began a partnership with Hughes Elementary School to work with the young girls and boys of the Somali Bantu community. We have developed a mentoring/support group aimed at reducing aggression and increasing positive social interactions within the youth of the Somali Bantu community. We will continue this partnership in 2010. Our plan is to work with the Somali girls and boys at Hughes School as well as at our 615 Mary Street location.

According to an article on the National Somali Bantu Organization website, "The New York Times called them Africa's Lost Tribe. They are the most oppressed people on the planet. Ever since their ancestors were stolen from their homes and enslaved, they have been abused, beaten and downtrodden. They cannot read or write and don't know English; they have few job skills. They are literally dirt poor." The article states further: "... needs include learning English, transportation, documentation, education and getting children enrolled in school.they had never even seen a refrigerator or an indoor bathroom. None can drive or use basic machinery including the telephone." Of the 1,562 refugees that resettled in New York State, one-hundred seventeen refugees had resettled in Utica. Seventeen percent of all New York State refugees were from Somalia. (NYS OTDA ORIS Population Statistics Report as of September 2006). Since the first wave of Somali Bantu began arriving in 2003, Utica has welcomed approximately sixty Somali Bantu families and over three hundred individuals.

The 2007 Oneida County Teen Assessment Project (TAP) indicates that teens in Oneida County are reporting a decrease in some risky behaviors and an increase in identification of social supports from 2003 and 1999. The survey is voluntary and anonymous; administered to 4,860 students in grades seven, nine and eleven enrolled in the eleven school districts in Oneida County associated with Oneida-Herkimer-Madison BOCES; Notre Dame High; James Street

Academy and Lincoln Avenue Academy. Notre Dame is a local parochial school, James Street and Lincoln Academies are commonly referred to as Alternative Education Programs.

These survey results seem to be supported by the New York State Kid's Well-being Indicators Clearinghouse. The chart below was extracted from the NYS KWIC website and illustrates a decline in certain be risky behaviors; however indicators such as children living in poverty and adolescent births have seen an increase from previous reports.

Indicator	Baseline Rate or %	Current Rate or %
0-17 living in poverty (2000/2004)	17.6	19.9 [^]
Children rcvng free/reduced lunch (1999/00; 2005/06)	43.6	47.1 [^]
Adolescent births age 15-17 (2000/2005)	16.3 per 1,000	16.6 [^]
Adolescent births age 15-19(2000/2005)	36.2 per 1,000	32.6 [^] (31.6-2004)
Annual Dropouts-Public Schools (1999/00; 2005/06)	2.1	2.9 [*]
Students with limited English Proficiency (1999/00; 2005/06)	3.0 3.5 (2004)	3.3 [*]
Adolescent arrests-DWI 16-20 years (2000/2006)	38.9 per 10,000	35.9 per 10,000 [*]
Adolescent arrests-drug use/possession/sale/DUI 10-20 years (2000/2006)	161.1 per 10, 000	136.9 per 10,000 [*]
PINS-Persons in Need of Supervision (2003/2006)	16.2/1,000	11.3/1,000 [*]
Child Abuse/Neglect (2000/2006)	20.7per 1,000	29.2 per 1,000 [^]
Child Abuse/Neglect-Indicated	32.8	34.1 [^]

As indicated above, the profile for Oneida County shows a decrease in adolescent arrests for drug use/possession/sale/DUI and the number of adolescents under a PINS petition; the drop out rate for Oneida County continues to decline. Results from the 2007 TAP Survey show a continued decline from the 1999 and 2003 TAP survey with some risky adolescent behaviors: tobacco use (44% - 28% - 21%); alcohol use (54% - 48% - 42%); binge drinking (23% - 14% - 15%); marijuana use (28% - 25% - 20%). Sixty-seven percent of the teen respondents to the 2003 TAP Survey indicated that there were adults who care about and value kids; in 2007, sixty-nine percent of the respondents agreed with this statement. The youth in Oneida County are demonstrating that they are able to make healthy decisions which speaks well of the programs and services that are being provided by various agencies across the community. Programs involving teens seem to be working and the statistics reported above give testimony to their positive impact on our youth. However, it is still important to note that the number of children living in poverty and the number of adolescent pregnancies continues to increase. We can anticipate that when teen pregnancy is coupled with poverty, the stressors facing today's youth will increase. As we face difficult economic times, continued support of programs that make an impact are key factors to ensure we maintain or increase the positive gains we have seen.

2. PARTICIPANT OUTCOMES:

Goal: Children will learn about and practice habits that help them to achieve optimal physical and emotional health.

Of the 40 youth that will participate on a regular basis, 27 will achieve one or more of the following:

- a) an increase in positive social interactions with peers
- b) an increase in active participation in group decision-making
- c) development of trusting relationships with Adults.

- d) increase in frequency of positive methods of anger reduction and management
- e) an increase in self-esteem and self-confidence and personal decision making skills.
- f) identify at least one area of personal competence or achievement

as measured by records of participation; record of town meetings (Youth Advisory Board); individual summary forms; reduction in incidents of negative behaviors i.e. fighting, name calling, harassment; parent feedback; participant survey.

3. PROGRAM DESIGN:

While many of the activities in which the children/youth will participate through this program are recreational in nature, the Social Group Work methodology utilized affords us the opportunity to make a significant difference to those who participate. Our program consists of after-school and evening clubs, classes and activities for children and youth during the school year and extended hours of services during the summer. Programs include a variety of activities to address the social or individual issues or concerns while incorporating the interests of the participants. Program staffs utilize a proactive, grassroots approach that will engage youth and value the cultural diversity of the target population. Activities will include, but are not limited to: youth advisory committee, peer mentoring, club groups (Boy Scouts, Girl Scouts, Garden and Community Service Clubs), tutoring, arts and crafts, music, drama, sports, field trips, game room activities, playground programs, cooking/nutrition, and individual attention. Children participate in special project such as: Project Alert Self-esteem workshops, Water Color Classes by a volunteering MVCC Art Teacher, Rite Aid Drug Awareness Competition, Summer Youth Olympics, Munson Williams ArtReach and Faxton Wellness Program.

School-year hours of operation will be Mon.-Fri. 3:15-5:15, for children 5-12 years, and at least one weeknight evening, 5:30-7:30, for teens. Extended summer hours typically are Mon.-Fri. 11:0AM-4:30PM, for 5-12 years and at least one evening, 5:30PM-7:00PM for teens. Children receive snack during the school year; lunch and snack during the summer, and a dinner during teen night

Most activities take place at our 615 Mary St. location; however, we anticipate extending into West Utica, partnering with Kernan school and the Wellness Center. We will work with the young girls of the Somali Bantu community enrolled in Kernan School through a monitoring/support group aimed at reducing aggression and increasing positive social interactions within the young female Somali Bantu community. It is our hope to work with the girls at both Kernan School and at our 615 Mary Street location.

One aspect of the program that we embrace is a focus on appreciation of diversity. Utica is a community is one that welcomes immigrants and refugees from around the world; yet we must work to create an atmosphere of understanding, acceptance and appreciation. In the process of acclimating to a new culture, particularly for youth, to receive a strong guidance and direction in order to safeguard them from falling prey to negative aspects of society. Generally, the family unit provides such direction. However, parents that are unfamiliar with the culture and unable to speak the language face unusual challenges in this regard. In such circumstances, youth are even more vulnerable and can easily fall sway to negative influences. Therefore *all* children in our program will have experiences that expose them to cultures and values, dialogues and new experiences in order to gain a better understanding and appreciation of different cultures and hence be more prepared to make good decisions in situations they may encounter. Moreover, Neighborhood Center staff and older participants in the program will act as mentors for the Somali Bantu young women.

The mentors for the Somali Bantu youth will be staff and older participants in our programs. In order to be considered a youth mentor, youth must be doing well academically and participate in

training. It is anticipated that the young people will take their responsibility to the children very seriously, develop an understanding of the culture of the youth with which they were working. Planned activities include such things as: community garden, yoga, adolescent health issues, college search/visits, Munson Williams Proctor Museum of Art, Utica Public Library, public transportation, Utica Zoo, Stanley Center for the Arts, Underground Café, service projects, Delta Lake State Park, Proctor Park nature walk, soccer, Farmer's Market, tutoring.

The Outreach and Prevention Program has added a Community Services piece to the programming. One project that is particularly successful is our intergenerational program at Mount Carmel Senior Center. For the past two years, these children have had full responsibility for a vegetable garden at the center. This includes all aspect: weeding, planting, *weeding*, watering, *weeding* and harvesting. The vegetables are distributed to the senior at Mount Carmel. Moreover, the children have prepared and served a spaghetti dinner to resident guests; hosted two ice cream sundae socials and presented the center with a plaque of appreciation for collecting bottles and cans as a fundraiser. Other community services project include helping the Center for Missing and Exploited Children, community clean up, participating in the Mohawk Valley Heart and Run Walk, and collecting funds for AIDS Community Resource.

Program participants will be active advisory members throughout the year in regards to program schedules and activities. A democratic process will be utilized to promote participation on the development of the group programming that fulfills the core components and objectives, but utilizes a group process for how they are achieved.

Children participating in the Outreach and Prevention Program participate in our Operation Sunshine Camp-On-The-Go during the summer. Parents, guardians or other adult family members are encouraged to attend as chaperones on these trips.

Outreach contacts to underserved children, youth and families are often necessary in order to encourage involvement in a program that provides a safe and healthy place for children. Staff members make contacts throughout the year through home visits (referred by other program participants or as a result of other agency services such as Operation Sunshine); informal contact, (generated as a result of encountering new children or parents while in the neighborhood or making contacts with program participants).

Follow-up contacts with parents of children involved in our programs are necessary in order to assist parents in developing a plan for their child. These contacts must often be initiated and sustained by the agency. As staff members develop trusting relationships with children and their families, they will help to identify any additional services which might be appropriate and make referrals accordingly. Often the staff member serves as a bridge between existing services and others that might be needed.

Familial participation has always been a goal for the program as we understand that to sustain positive change within a child, needs to be supported and encouraged by the parent. On a periodic basis, we offer family events; at least three such programs will be scheduled during the year and will include such things as Holiday party/dinner, musical performances, dinners, celebrations, multicultural festivals, etc. Parent meetings and programs with an adult focus will be held at least twice during the summer and three times during the school year. Home visits and parental contacts will be made as children begin to participate in program activities and on an as-needed basis thereafter

Group Work is a planned method of working with individuals within a group setting that enables the individuals to better relate to other members of the group, and is used in most activities and services provided by this program. Group Work is interested in the growth of the group as a whole, stressing democratic principles, acceptance and celebration of differences, and responsible decision-making. The Group Worker is there to facilitate the achievement of the goals and objectives. The worker guides group interactions in directions that will result in better

relationships among members and assesses the continued development of the group/the individual within the group. The worker serves as catalyst and model for continuing positive growth.

Group experiences are preventative and somewhat therapeutic in nature. Through this program, at risk youth have the opportunity to interact and develop trusting relationships with accessible, consistent and caring adults who are positive role models. Youth will increase their skills and develop socially appropriate behaviors in a supportive environment.

It is our goal to reduce the negative impact of social issues through early intervention, giving a voice to the youth in our programming and community and listening to the voices of all we serve.

4. MONITORING:

Monitoring of programming is conducted by the Director and overseen by the Associate Director of Child Care and Program Development. All of the information gathered is used in discussion with staff and senior management for determining program direction. Tools used to monitor and evaluate programming include:

- Observations of programs: individual conferences and staff meetings with program staff.
- Review of written tools by program staff.
- Conversations with program participants and parents
- Reports to funding sources
- Annual agency consumer survey
- Reports to Oneida County Youth Bureau, Director of Services, Neighborhood Center Executive Director, Neighborhood Center Board of Directors.
- Oneida County Youth Bureau-review of written reports, conversations with Program Director and site visit.

All Neighborhood Center programs complete monthly narrative and statistical reports for administrative and Board of Directors review. These reports are utilized to monitor program participation and new program developments, with annual reports that review overall program objectives and goals.

5. EVALUATION

Quantifiable program objectives and outcomes will be evaluated based upon the appropriate measurable criteria. Staff members and the Program Director will gather and maintain statistical data, individual summaries, and information from pre/post participation surveys where applicable. Feedback from participants and/or family members will assist in program evaluation.

Qualitative results, such as the impact of the program on the children and youth served, will be analyzed and discussed during staff meetings and supervisory conferences. Written reports submitted by staff will be part of a discussion regarding the attainment of stated objectives. In addition, feedback as to the value of the program will also be solicited from children and their parents. Most often this is done through formal and/or informal discussions about the program, as well as agency wide program surveys conducted at least annually.

This is essentially a preventative program. While participation is easily measured, it is difficult to quantify the short-term and long-term effects that programs of this type have on the children, youth and families served.

However, staff members will complete individual summaries that notes growth of the child in the areas of self-esteem, self-confidence, making healthy decisions and building trusting relationship will be not be as easy to measure as participation but will be easy to observe. Additionally, testimony of participants and generational involvement in our programs will attest to the impact of

Neighborhood Center programs like this one. Indicators we use to gauge success are these public testimonies, continued visits from past participants and the employment of past participants. While some of these influences are not statistically measurable, the return on investment is realized by the decreasing need for intervention or public assistance at a later time and a reduction in the negative or unhealthy behaviors.

6. PERSONNEL/VOLUNTEERS:

One staff member will serve as the Group Work Program Director for this program. He/she will have a BA (preferred) or educational or related work experience sufficient to provide the types of individual and group experiences for youth described herein. The Director will have general oversight of the program, including planning and scheduling of programs, coordination of publicity and reports, and supervision of program staff. 15% of time allocated to program.

Group Workers will have a BA (preferred) or educational or related work experience sufficient to provide the types of individual and group experiences described herein. 50% of time allocated to program.

Group Leaders/Part time will lead group activities or assist staff in leading groups. Where required, work may be with youth in a group setting or a one-to-one basis. Qualifications will be considered on an individual basis. Some college training in a human service related field is beneficial, but not required. 25% of time allocated to program.

College Corps Interns will assist staff in leading groups. Where required, work may be with youth in a group setting or on a one-to-one basis. Qualifications will be considered on an individual basis. Some college training in a human service related field is beneficial, but not required. 50% of time allocated to program.

One staff person will serve as the Associate Director Child Care and Family Services Division with overall responsibility for the program. He/she will have a masters Degree (preferred) or educational or related work experience to provide the supervision needed for the program. 2% of time allocated to the program.

Secretarial support staff responsible for typing, clerical and reception functions. High School or related work experience sufficient to provide the duties required. 25% of time allocated to the program.

Maintenance workers will be responsible for any and all facilities related services. High School diploma (preferred) and experience in facilities maintenance. 5% of time allocated to the program.

Facilities Services Director will be responsible for supervision of maintenance worker. High School diploma and experience in facilities maintenance and construction preferred. 2% of time allocated to the program.

Volunteers – Some volunteers may be used to assist staff in implementation of groups and possibly individual work with youth. Volunteers may include fieldwork students from local educational institutions. The number of volunteers used will depend upon the number of interested applicants and the availability of appropriate assignments. Volunteers will have regular contact with a member of the paid staff who will provide appropriate training and supervision.

All Childcare and Family Services program are under the general oversight of the Associate Director of Child Care and Family Services. The Associate Director is responsible for assisting in the overall leadership, administrative functions and public relations for the programs of the Neighborhood Center, Inc. and for ensuring that services are integrated and assessed in a seamless manner. The Associate Director assists in developing policies and program procedures

in conjunction with executive management that provide a foundation that optimizes the effectiveness and efficiency of programs while ensuring compliance with regulatory guidelines and utilizes evidenced based practices.

7. BOARD OF DIRECTOR

SEE ATTACHED

8. AGENCY MISSION AND PAST ACCOMPLISHMENTS:

The Neighborhood Center, Inc., a not-for-profit agency and major provider of children and youth services in Oneida County has long been dedicated and committed to the well being of youth and families. The Center has a long history of providing programs and services that promote responsible decision-making and prepare youth to be productive members of society. The mission of the agency has remained unchanged: To provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: Enriches, strengthens, and underscores the value & worth of individuals and families; Assists in developing responsible citizenship; Provides a foundation for growth; and fosters understanding among all persons.

Originating in 1905, it was truly a "neighborhood center" servicing primarily East Utica. However as human needs have grown and become more diverse throughout the years, the Neighborhood Center has grown and expanded in scope and services to meet those needs in a proactive and preventive manner. The Neighborhood Center has demonstrated success with youth related programming through our Youth Services Programs: Outreach and Prevention, Career Development and School Age Child Care; and our Prevention and Early Intervention Programs Project AIM, Transitional Living Skills, Child Guidance Clinic, Day Services, Child Care, School Partnership for Youth-SPFY; Case Planning.

Neighborhood Center staff are active in cooperative planning with other agencies and work collaboratively on a continual basis with Catholic Charities, Family Services, Oneida County Department of Social Services, Oneida County Department of Mental Health, the Oneida County Day Care Unit, Oneida County Employment and Training Office, Multicultural Association of Medical Interpreters (MAMI), Legal Aid of Mid New York and others.

Neighborhood Center staff have a wide range of experience in providing social development programs, therapeutic intervention, individual and family counseling. Staff is professionally trained and includes Certified Social Workers, members of the National Association of Social Workers, and staff with Master and Bachelors degrees in other human service related fields (education, therapeutic recreation, etc.)

The agency is supported by a strong Executive Management team and controller who oversees our fully automated billing, payroll, and accounting departments. The agency contracts with an outside accounting firm Rhinehold & Fitzgerald & DePietro, P.C Certified Public Accountants-annual audits are conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

We have assumed the responsibility for securing funding equal to the Oneida County Youth Bureau/NYSOCFS contribution. This comes primarily from the United Way and the United Methodist Church. These resources would enable us to institutionalize the program, albeit on a much more limited basis, should NYS funds no longer be available.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary

Sponsoring Municipality: Oneida County County: Oneida

Implementing Agency: The Neighborhood Center, Inc

Program Title: Career Development

Agency Street Address: 293 Genesee Street

Total Program Budget	\$ 17994 14,382	(100%)
OCFS Funds Requested	\$ 8997 7191	(50 % of Total)
*Youth Bureau Allocated	\$7191	
*Funding Category	YDDP-Service	
*Youth Bureau Only		

City: Utica State: NY Zip Code: 13501

Federal ID#: 15-0532097

Charities Reg.#: 043521

Period of Actual Program Operation	
FROM <u>1-1-2010</u>	TO <u>12-31-2010</u>
Hours of Operation	
FROM <u>2:30PM</u>	TO <u>5:30PM</u>
<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly

Executive Director Board Chairperson
 Other _____

Sandra L. Soroka
PRINT NAME
sandys@neighborhoodctr.org
EMAIL ADDRESS

(315) 272-2600 (315) 733-8169
TELEPHONE NUMBER FAX NUMBER
Sandra L. Soroka
SIGNATURE
www.charityadvantage.com/theneighborhoodcentercn
WEBSITE (IF APPLICABLE)

Patrice VanNortwick
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patricev@neighborhoodctr.org
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Associate Director (315) 272-2600
TITLE TELEPHONE NUMBER
(315) 733-8169
FAX NUMBER

Thomas Struwing
FISCAL OFFICER
toms@neighborhoodctr.org
EMAIL ADDRESS

Comptroller (315) 272-2600
TITLE TELEPHONE NUMBER
(315) 733-8169
FAX NUMBER

The Agency Is: Private, Not for Profit Public Religious Corporation

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Plan'g Bd	City Council District
Type	Address (Street, City, State, Zip)				
YDDP	615 Mary Street, Utica, NY 13501	116	47	City of Utica	1st

MUNICIPAL AGENCIES ONLY

Check if: Joint Program Purchase of Service

1. Name of Other Participating Municipalities: _____

2. Is the attached Program Total Budget (Form OCFS-3107) a combined budget for all participating municipalities? Yes No

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
 APPENDIX B

PROGRAM CODE:

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CONTRACT NUMBER:

0	1	0	S	0	0	5
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AGENCY/MUNICIPALITY: The Neighborhood Center, Inc.

PROGRAM TITLE: Career Development

FUND TYPE: _____

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Associate Director, Child & Family	\$ 2346.20	BW	\$ 937	
Program Director	\$ 14.22	H	\$ 2,131	
Career Development Trainees	\$ 8.00	H	\$ 9,600	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 12,668	\$ 6,334
TOTAL FRINGE BENEFITS			\$ 1,714	\$ 857
TOTAL PERSONAL SERVICES (1)			\$ 14,382	\$ 7,191

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$

TOTAL MAINTENANCE & OPERATION (3)

	\$	\$
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LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
TOTAL FACILITY REPAIRS (4)			\$	\$

TOTAL OCFS PROGRAM AMOUNT 14,382 \$

+ **TOTAL OCFS FUNDS REQUESTED** \$ 7,191

LIST OF OTHER FUNDING SOURCES	AMOUNT	SOURCE
United Way	\$ 7,191	MUNICIPAL FUNDING
	\$	OTHER SOURCES
	\$	

** USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
 USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.*

NEIGHBORHOOD CENTER, INC.
CAREER DEVELOPMENT TRAINEE PROGRAM 2010

1. TARGET POPULATION

The Career Development Program will serve at least ten (10) youth between the ages of sixteen and twenty, with an emphasis on those who have completed their sophomore, junior or senior year of high school. We will recruit and enroll youth who are illustrative of our community: males and females from diverse racial and ethnic groups, inner city and suburban youth, and youth from a variety of socio-economic backgrounds. The majority of the enrollees will be those teens who are considered at risk due to economics or negative social behavior in the school or in the community. As such the Career Development Trainee program is designed to address the priorities as outlined in the Oneida County Child and Family Services Plan 2007-2009 including the goal related to preparation for economic security. Providing meaningful opportunities for career exploration and work experience is the essence of the Career Development Trainee Program. Yet this is but a single part of a broader range of on the job experiences and mentoring designed to promote the value of an education, enhance personal awareness and encourage the development of a school/work/life/plan, and foster good citizenship. Enrollment in previous years has been a balance of gender and ethnic background that is reflective of our immediate community; however most trainees are from lower socio-economic backgrounds and the inner city of Utica. Participation is not limited by geographic boundaries other than Oneida County residence. It has been our experience that the majority of enrollees will be teens who are able to access transportation to and from the program i.e. city bus, walking, bicycle.

The program will operate in conjunction with other agency programs and services primarily at the 615 Mary St., Utica location; however, a real life college experience will be offered to the participants through our relationship with Colgate University.

Recruitment will be done by some or all of the following: referrals from various programs and collaborations; individual contact, communication with other agencies regarding the program, announcement of program in agency brochures/newsletters, press releases/public service announcements, letters to local high school guidance offices.

Youth will be provided on-the-job training experiences in agency child care and/or group work programs or in support services related to these programs. Coordination will take place between these programs/support services and the Career Development Trainee Program.

Additionally, youth will be provided with real life college experiences via our relationship with Utica College and Hamilton College whereby trainees will work alongside College interns/volunteers who can share their college experiences and provide peer mentoring as well.

According to the 2007 Oneida County Teen Assessment Project (TAP), teens in Oneida County are reporting a decrease in some risky behaviors and an increase in identification of social supports from those of 2003 and 1999. The survey is voluntary and anonymous; administered to 4,860 students in grades seven, nine and eleven enrolled in the eleven school districts in Oneida County associated with Oneida-Herkimer-Madison BOCES; Notre Dame High; James Street Academy and Lincoln Avenue Academy. Notre Dame is a local parochial school, James Street and Lincoln Academies are commonly referred to as Alternative Education Programs.

In a November 2007 Press Release, Oneida County Executive Anthony Picente stated "The TAP Report has revealed fewer Oneida County teens are trying tobacco, alcohol or marijuana, and that is certainly good news. Additionally, when compared to teens nationally, Oneida County's teens are participating less in these types of risky behaviors." These survey results seem to be supported by the New York State Kid's Well-being Indicators Clearinghouse. The chart below was extracted from the NYS KWIC website and illustrates a decline in certain risky behaviors;

however indicators such as children living in poverty and adolescent births have seen an increase from previous reports.

^increase *decline

Indicator	Baseline Rate or %	Current Rate or %
0-17 living in poverty (2000/2004)	17.6	19.9^
Children rcvng free/reduced lunch (1999/00; 2005/06)	43.6	47.1^
Adolescent births age 15-17 (2000/2005)	16.3 per 1,000	16.6^
Adolescent births age 15-19(2000/2005)	36.2 per 1,000	32.6* (31.6 -2004)
Annual Dropouts-Public Schools (1999/00; 2005/06)	2.1	2.9*
Students with limited English Proficiency (1999/00; 2005/06)	3.0	3.3*
Adolescent arrests-DWI 16-20 years (2000/2006)	38.9 per 10,000	35.9 per 10,000*
Adolescent arrests-drug use/possession/sale/DUI 10-20 years (2000/2006)	161.1 per 10, 000	136.9 per 10,000*
PINS-Persons in Need of Supervision (2003/2006)	16.2/1,000	11.3/1,000*
Child Abuse/Neglect (2000/2006)	20.7per 1,000	29.2 per 1,000^
Child Abuse/Neglect-Indicated	32.8	34.1^

As indicated above, the profile for Oneida County shows a decrease in adolescent arrests for drug use/possession/sale/DUI and the number of adolescents under a PINS petition; the drop out rate for Oneida County continues to decline. Results from the 2007 TAP Survey show a continued decline from the 1999 and 2003 TAP survey with some risky adolescent behaviors: tobacco use (44% - 28% - 21%); alcohol use (54% - 48% - 42%); binge drinking (23% - 14% - 15%); marijuana use (28% - 25% - 20%). Sixty-seven percent of the teen respondents to the 2003 TAP Survey indicated that there were adults who care about and value kids; while sixty-nine percent of the 2007 respondents agreed with this statement. The youth in Oneida County are demonstrating that they are able to make healthy decisions, which speaks well of the programs and services that are being provided by various agencies across the community. Programs involving teens seem to be working and the statistics above give testimony to their positive impact on our youth. However, it is still important to note that the number of children living in poverty and the number of adolescent pregnancies continues to increase. When issues such as teen pregnancy are paired with poverty, we can expect that the stressors facing many of today's youth will increase. As we face difficult economic times, continued support of programs that make an impact are key factors to ensure we maintain or increase the positive gains we have seen.

As a result of the economic advantages and the team camaraderie built into the design of the program, retention of program participants has always been successful; this program has an established track record since 1969.

2. PARTICIPANT OUTCOMES:

1. Of the 10 youth in the Career and Development Program, 10 will successfully complete a real life job search process: 10 will participate in a formal interview process and attend Orientation as measured by the documented interview questionnaire and attendance in the Orientation sessions.
2. Of the 10 youth in the Career and Development Program 10 will show improvement in basic jobs skill as measured by the bi-weekly individual conferences with staff mentors.
3. Of the 10 youth in the Career and Development Program 10 will show development in self knowledge and interpersonal competence as measured by attendance and active participation in group growth experiences.

4. Of the 10 youth in the Career and Development Program 10 will successfully complete a real life college experience as identified by participation and attendance at Colgate University Career and Development Student Orientation.

3. PROGRAM DESIGN:

We propose providing "An Internship in Human Service" program that will offer meaningful on-the-job experiences for at least ten youth for a minimum of 8 weeks for up to 20 hours per week when school is not in session. In addition to the concentration of training experiences that occur during the summer break (July-August) the Career Trainee Program will offer a continuum of training opportunities that will be stretched throughout the school year with weekly contact for trainees up to 15 hours /per week and including extended school holidays (Christmas, Winter Break etc.) Training experiences will occur during the normal business hours of the agency 8:30AM-5:30PM Monday through Friday. The program will stress the development of good work habits, concern for the quality of work and development of a life plan. It will also provide trainees with group and individual experiences in which personal/professional growth and development of life skills can take place.

Trainees involved in the program will work as Program Aides in one or more of our agency programs or in support service areas relating to these programs. Part of their training will involve learning the specific skills necessary to work successfully in those areas.

Trainees will participate in a real life college experience. If funding and schedule allow, the trainees will work with Colgate University through the Center for Outreach, Volunteerism, and Education (COVE) to participate in classes in an audit capacity; attend a Colgate University Career Development Student Orientation Class or work with/shadow a Colgate University student. This will assist them in developing a more complete understanding of the responsibilities and benefits of a college education. Trainees will work also with MVCC, Utica College or HCCC students to explore the possibility of a college education.

In addition to the work and college experiences during the summer, trainees will participate in personal awareness meetings. The groups will focus on exploration of feelings, attitudes, values clarification and self knowledge; job skills and attitudes necessary for successful employment in any field; exploration and development of a school/work/life plan; skills needed should they have an interest in child care related occupations; the development of life skills necessary for successful independent living including banking and money management, real life money awareness and responsibility.

Trainees will be made aware of the variety of other programs and service available through our agency and will be encouraged to make use of any such programs that might address other needs in their lives. In addition trainees will learn of other community resources that may help the families we serve, or their own individual needs.

To the extent possible, trainees will represent a diversity of racial, ethnic, and socio-economic groups. The children/youth served by the trainees will certainly represent that diversity. We have found that interaction with persons of such diversity has been helpful in the breakdown of barriers such as racism and class stereotyping.

Recruitment will be done by some or all of the following: referrals from various programs and collaborations; individual contact, communication with other agencies regarding the program, announcement of program in agency brochures/newsletters, press releases/public service announcements, letters to local high school guidance offices.

Youth will make written application, with references, by the application deadline established each year (generally late April/early May). All youth finishing grades 10-12, who apply before the deadline, will be granted an interview. This provides an important employability experience even for those youth not accepted into the Trainee program. Interviews will include questions intended to elicit information about the applicant's motivation, reasons for being interested in the program, previous related experiences (if any), what the applicant has to offer to our agency programs, and what the applicant hopes to gain from the Trainee experience. Normally, two staff members will conduct the interviews.

Upon completion of the interviews, selections will be made. This will include a check of references of those youth given final consideration. Careful consideration will be given to the specific program areas and schedules to which youth are assigned. Generally, assignments will commence when youth are finished with school for the year (late June). Orientation will take place at the beginning of the summer assignment.

During the on-the-job training periods, trainees will work closely with members of our staff in a mentor-type relationship. Supervision, feedback, participation in staff meetings and/or individual conferences will be part of the training experience. During the summer period, trainees will also participate in Personal Awareness Groups that are designed as enriching experiences to foster the personal and professional growth of the trainees.

At the end of the summer, youth will complete an evaluation of their summer experiences. The evaluation process is anonymous to allow for an honest evaluation of the program, process and procedures. This will be used to evaluate the effectiveness of the program as well as to plan for any appropriate changes. Along with the staff meetings, conferences and personal awareness groups, the program evaluations give the participants a voice in the evolution of the Career Development Program. In addition to a series of rated questions, the program evaluation asks three open ended questions. The following are responses from a previous year and are indicative of the domino effect of positive experiences:

- *Your suggestions for program changes and why:* COMMENTS: I believe there should be more privileges for the younger children (toddlers) to be able to go outside. I believe it is a great idea for the summer (CD) help to attend every year because it does help and I learned how much of a good experience it could be; *I don't think I would change your program;* I really had no suggestions. I feel that the staff handle everything well and the center itself takes care of the children great; *more staff for I could go on field trips;* a lot more respect classes
- *Was this program a positive personal growth experience for you and why?* COMMENTS: Yes, I got along with all the kids; *yes because I learned different activities for different groups;* yes, I got along with all the kids; *yes this program was a very good growth experience. This job helped me out so much especially working with my new nieces and nephews;* yes this program was a positive for me because I know that I've helped kids even if they don't remember me when they are my age; *yes, I believe this experience was a positive one because being with the kids is enjoyable and by being able to work (float) with so many different age groups and staff has helped prepare me for future job offerings.*
- *Would you recommend this experience to your friends and why?* COMMENTS: Yes, they would love it; *yes because I had a lot of fun with kids;* yes, they would love it; *yes definitely. I feel that if you like working with children then this would be very helpful job for you to start as;* yes because kids can change your life and they're cute and they really put things in focus that you are not the only person you should try to help; *yes, I would recommend this to friends because it was a good experience for me and I believe it could be for others.*

At times funding and trainee schedules allow for some youth to continue the training experience during the school year when/as this is feasible and appropriate this opportunity would be provided.

4. MONITORING:

All Neighborhood Center programs complete monthly reports for administrative and Board of Directors review. These reports are utilized to monitor program participation and new program developments, with annual reports that review overall program objectives and goals.

Participant demographics such as age, gender, and ethnicity are tracked and reported on a monthly basis.

In addition we will obtain input from trainees and staff members working with them throughout the summer (i.e. in staff meetings, individual conferences) and at the end of the summer in written evaluations of program prepared by trainees. Staff will be asked to provide a written evaluation of trainees' performance.

Trainees will be encouraged to include in their evaluative remarks of what was beneficial to them, what they would change and why and how they have grown while in the program. They will have the opportunity to discuss this in an exit conference with supervisor at the end of the summer.

Quarterly reports to the Youth Bureau will be utilized as a tool to monitor the program at least quarterly, an annual report will be completed as requested.

5. EVALUATION

Program objectives and outcomes, which are quantifiable, will be evaluated based on the appropriate measurable criteria such as completion of interview and orientation process; individual meetings with supervisor.

Qualitative results, such as the value of the program to the youth, will be analyzed by using subjective feedback received from youth during the training program and from their end-of-the summer evaluations. Agency staff and collaborative volunteers such as Colgate University, Utica College, MVCC or HCCC students that work with trainees will also be given opportunities to provide feedback as to the effectiveness of the program.

A summary of the evaluations will be completed by the Director of Group Work or his/her designee. The Director of Group Work will review trainee evaluations, staff and volunteer evaluations etc. with the Associate Director of Child Care and Family Services and the Director of Services to design and implement future programming.

6. PERSONNEL/VOLUNTEERS:

Trainees will be paid by this program and will be ages 16-20 years of age. They will function as Program Aides in agency programs, assistants in childcare programs where age appropriate, or in support service related to these programs. Their duties will be determined by their specific assignments. Past experience (paid or volunteer) in working with children is helpful, but not required-the nature of this training program is such that it is often a first work experience for the trainees. A paid stipend is a component of the "real life" experience and allows us the opportunity to work with the trainees on personal financial responsibility.

Group Work Program Director will have a BA (preferred) or educational or related work experience sufficient to provide the types of individual and group experiences for youth described herein. The Director will have general oversight of the program, including planning and scheduling of programs, coordination of publicity and reports, and supervision of program staff. 25% of time assigned to the program.

Trainees- Stipend is 100% charged to budget.

One staff person will serve as the Associate Director of Child Care and Family Services Division, with overall responsibility for program. He/she will have a Master's Degree (preferred) or educational or related work experience to provide the supervision needed for the program. Allocated for 2% of time.

Group Workers will have a BA (preferred) or educational or related work experience sufficient to provide the types of individual and group experiences described herein. Not charged to budget.

College Student Volunteers will have experience sufficient to provide the type of individual experience described herein. Student volunteers will be trained and supervised by the Director of Group Work following the Neighborhood Center and Office of Children and Family Services regulations as they apply to volunteers/volunteers in a child care setting. Not charged to budget.

7. BOARD OF DIRECTORS

SEE ATTACHED

8. AGENCY MISSION AND PAST ACCOMPLISHMENTS:

The Neighborhood Center, Inc., a not-for-profit agency and major provider of children and youth services in Oneida County has long been dedicated and committed to the well being of youth and families. The Center has a long history of providing programs and services that promote responsible decision-making and prepare youth to be productive members of society. The mission of the agency has remained unchanged: To provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: Enriches, strengthens, and underscores the value & worth of individuals and families; Assists in developing responsible citizenship; Provides a foundation for growth; and fosters understanding among all persons.

Originating in 1905, it was truly a "neighborhood center" servicing primarily East Utica. However as human needs have grown and become more diverse throughout the years, the Neighborhood Center has grown and expanded in scope and services to meet those needs in a proactive and preventive manner. The Neighborhood Center has demonstrated success with youth related programming through our Youth Services Programs: Outreach and Prevention, Career Development and School Age Child Care; and our Prevention and Early Intervention Programs Project AIM, Transitional Living Skills, Child Guidance Clinic, Day Services, Child Care, School Partnership for Youth-SPFY; Case Planning. This CD program model has operated successfully at the Neighborhood Center since 1969.

Neighborhood Center staff are active in cooperative planning with other agencies and work in coalition on a continual basis with Catholic Charities, Family Services, Oneida County

Department of Social Services, Oneida County Department of Mental Health, the Oneida County Day Care Unit, Oneida County Employment and Training Office, Multicultural Association of Medical Interpreters (MAMI), Legal Aid of Mid New York and others.

Neighborhood Center staff have a wide range of experience in providing social development programs, therapeutic intervention, individual and family counseling. Staff is professionally trained and includes Certified Social Workers, members of the National Association of Social Workers, and staff with Master and Bachelors degrees in other human service related fields (education, therapeutic recreation, etc.)

The agency is supported by a strong Executive Management team and controller who oversees our fully automated billing, payroll, and accounting departments. The agency contracts with an outside accounting firm Rhinehold & Fitzgerald & DePietro, P.C Certified Public Accountants-annual audits are conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary

Sponsoring Municipality: Oneida County County: Oneida

Implementing Agency: The Neighborhood Center, Inc
 Program Title: Transitional Living Skills (TLS)
 Agency Street Address: 293 Genesee Street

Total Program Budget	\$ 40474 34,967	(100%)
OCFS Funds Requested	\$ 24284 21,000	60 % of Total
*Youth Bureau Allocated	\$ 21,000	
*Funding Category	RHYA- Part II	
*Youth Bureau Only		

City: Utica State: NY Zip Code: 13501

Federal ID#: 15-0532097
 Charities Reg.#: 043521

Period of Actual Program Operation	
FROM <u>1-1-2010</u>	TO <u>12-31-2010</u>
Hours of Operation	
FROM <u>8:30PM</u>	TO <u>4:30PM</u>
<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	

<input checked="" type="checkbox"/> Executive Director <input type="checkbox"/> Board Chairperson <input type="checkbox"/> Other	<u>(315) 272-2600</u> TELEPHONE NUMBER	<u>(315) 733-8169</u> FAX NUMBER
<u>Sandra L. Soroka</u> PRINT NAME	 SIGNATURE	
<u>sandys@neighborhoodctr.org</u> EMAIL ADDRESS	<u>www.charityadvantage.com/theneighborhoodcentercnycny</u> WEBSITE (IF APPLICABLE)	
<u>Patrice VanNortwick</u> CONTACT PERSON	<u>Associate Director</u> TITLE	<u>(315) 272-2600</u> TELEPHONE NUMBER
<u>patricev@neighborhoodctr.org</u> EMAIL ADDRESS		<u>(315) 733-8169</u> FAX NUMBER
<u>Thomas Struwing</u> FISCAL OFFICER	<u>Comptroller</u> TITLE	<u>(315) 272-2600</u> TELEPHONE NUMBER
<u>toms@neighborhoodctr.org</u> EMAIL ADDRESS		<u>(315) 733-8169</u> FAX NUMBER

The Agency Is:
 Private, Not for Profit
 Public
 Religious Corporation

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Plan'g Bd	City Council District
Type	Address (Street, City, State, Zip)				
SDPP	628 Mary Street, Utica, NY 13501	116	47	City of Utica	1st

MUNICIPAL AGENCIES ONLY

Check if:
 Joint Program
 Purchase of Service

1. Name of Other Participating Municipalities: _____

2. Is the attached Program Total Budget (Form OCFS-3107) a combined budget for all participating municipalities?
 Yes
 No

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
PROGRAM BUDGET
 APPENDIX B

PROGRAM CODE:

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CONTRACT NUMBER:

0	4	0	T	0	0	1
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AGENCY/MUNICIPALITY: The Neighborhood Center, Inc.

PROGRAM TITLE: Transitional Life Skills

FUND TYPE: RHYAII

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Associate Director, C & F Services	\$ 2,343.	BW	\$ 3,047	
Clinical Director	\$ 2,340	BW	\$ 3,042	
Program Director	\$ 16.07	H	\$ 15,668	
Facility Services Director	\$ 1,293	BW	\$ 672	
Facility Services I	\$ 10.68	H	\$ 1,040	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$ 23,469	\$ 14,082
TOTAL FRINGE BENEFITS			\$ 5,398	\$ 3,239
TOTAL PERSONAL SERVICES (1)			\$ 28,867	\$ 17,321

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$

TOTAL MAINTENANCE & OPERATION (3)

	\$ 6,100	\$ 3,679
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LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS			
		\$	
		\$	
TOTAL FACILITY REPAIRS (4)		\$	\$

TOTAL OCFS PROGRAM AMOUNT 34,967 \$

+ **TOTAL OCFS FUNDS REQUESTED** \$21,000

LIST OF OTHER FUNDING SOURCES	REIMBURSABLE TOTAL	
United Way	\$ 13,967	MUNICIPAL FUNDING
	\$	OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
 USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

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**THE NEIGHBORHOOD CENTER, INC.
TRANSITIONAL LIVING SKILLS 2010**

1. STATEMENT OF NEED

A. PROBLEM/NEED

Although factors that place youth at risk of homelessness and/or being runaways are complex, the National Alliance to End Homelessness has identified two categories in which factors can be placed: Family Breakdown and System Failure. Youth become homeless in response to long-standing family instability including family conflict and homelessness, parental mental health and substance abuse problems, and serious abuse and neglect. Significant numbers of youth are thrown out because of their sexual orientation/gender identity and are included in this category. System Failure captures the number of youth who are homeless/runaway/throwaway because of the failure of the juvenile justice, child welfare and mental health systems. According to the *Congressional Research Service December 2007 Runaway and Homeless Youth; Demographics, Programs, and Emerging Issues Report for Congress* there is no single definition of the term "runaway youth" or "homeless youth". Estimates of the number of youth that are homeless due to family breakdown or systems failures range from 1 million to 1.7 million. These numbers include throwaway children.

In a healthy family environment, the transition to adulthood is a process that occurs in the context of family life, where skills are modeled, financial support, guidance and a sense of security are provided. When youth leave home prematurely because of family breakdown, they do not have the skills necessary to function productively in society and to obtain basic needs in a safe environment. This is tragic on many levels: there has never been a shortage of individuals who take the opportunity to exploit, harm and murder the 'invisible youth'; often youth feel forced to make decisions born out of desperation such as selling drugs and themselves. As such the Transitional Living Skills is designed to address the priorities as outlined in the Oneida County Child and Family Services Plan 2007-2009 including preparation for economic self-sufficiency, promoting the value of a good education, encouraging wellness and a healthy living style, living in a safe environment, and fostering good citizenship.

The biggest challenges for successful transition to independent living for "at risk" and homeless youth includes *completing education, securing and retaining employment, and maintaining stable housing*. For many homeless youth already facing great adversity in meeting basic needs, the prospect of finishing their education, finding gainful employment and becoming self-supporting can seem nearly impossible, especially since youth have few legal means to earn a livable wage or securing an apartment. The Transitional Living Skills Program is designed to assist homeless or at risk youth to successfully overcome these challenges.

According to the National Child Traumatic Stress Network, 2007 Culture and Trauma Brief, runaway and homeless youth experience eight consequences of trauma at home, in the child welfare system and on the streets: 'substance abuse; survival sex; dependence on other street youth; parenthood; lack of independent living and pro-social interpersonal skills; impulsivity and poor decision making; depression and PTSD; low educational attainment.' Systems are generally set up to work for youth who have a relatively stable home environment. The education system has difficulty meeting the needs of a young person whose energy and attention are focused on attaining basic necessities for survival. Typically these are children who have a long history of academic failure and/or not completing high school.

Obtainment of legal identification has been an issue faced by homeless youth. The New York State Runaway and Homeless Youth Advisory Committee has been working on this and has met with success for children in foster care: the state may claim reimbursement for the costs of obtaining identification for youth (birth certificates, driver's licenses, etc.) as part of the foster care maintenance payment (i.e., a personal incidental) as it comports with examples given in the Child Welfare Policy Manual (CWPM), section 8.3B.1, Q&A 9. This does not benefit the youth not involved in the foster care system or who leave the system before aging out. However, the committee has had some measure of success in addressing the non-driver's state identification issue for this group of youth: the Department of Motor Vehicles will issue an ID to a homeless youth after completion of the 'homeless youth' application without the six points worth of identification previously required. However, the youth must be accompanied by a

employee of an approved service agency/school. This agency is allowed to vouch for the individual, however, the fees involved can still be an issue.

Although obtaining the ID moves the youth one step closer to employment, self-sufficiency and reaching goals; the housing barrier remains—especially for those under the age of eighteen. Youth under the age of 18 cannot legally enter into a contract with a landlord. Often, these youth are literally left out in the cold, or moving from friend to friend until they reach the age of eighteen.

The Oneida County Teen Assessment Project (TAP) completed in 2007 found an increase in the number of teens who seriously considered suicide and did not talk with anyone about it. "Depression and suicide remain serious issues for our community. The disturbing news is that so few teens who are seriously considering suicide reach out for help." The National Coalition for the Homeless states that "Homeless adolescents often suffer from severe anxiety and depression, poor health and nutrition, and low self esteem." According to the 2007 TAP Survey the percentage of teens who do *not* believe that there are many opportunities for kids to earn money or find a job has jumped from 34% in 2003 to 47% in 2007; the number of parents that never set clear rules moved from 4.8% to 5.4%; never discipline or punish me when I break the rules from 11.3% to 12.1%; never expect me to call if I am not at home from 4.85% to 6.3%; do not know my friends 4.8% to 5.2%; do not know what I am doing after school from 4.6% to 6.1%; never know where I am going when I go out 3.5% to 4.8%; never care about and encourage me in my interests and activities for 5.2% to 5.4%; and are never interested and encourage me in my school work from 5.3% to 5.6%

Furthermore, according to an August 11, 2008 Utica Observer Dispatch article Utica was one of six county school districts in which the graduation rate decreased between 2005 and 2007 — from 71 percent in 2005 to 65 percent in 2007.

The above data overwhelmingly confirms the need for programs that proactively address the needs and concerns of "at risk" and homeless youth. Success in school has important implications for a successful transition to independent living and success in the workplace. In this regard, independent living programs have been found to have a positive impact on youth. In fact, youth involved in independent living programs are more likely to complete high school, obtain and maintain employment, and become self-supporting following involvement in the program. For these "at risk" youth, it is essential that the community respond in a proactive and preventive manner to support them and secure for them opportunities they need to be able to draw from their strengths and resources. Without adequate support and services, "at risk" youth often fail to meet their most basic needs and become vulnerable to criminal behavior, victimization, substance abuse, dependence on the public assistance system and self-destructive behaviors as they struggle to survive.

B. TARGET POPULATION

The target population for Transitional Living Skills will be a minimum of 10 youth ages 16-20, who are either homeless or at risk of becoming homeless. This "at risk" population will be made up of individuals whose living situation is tenuous and they are ill prepared for independent living. The youth will be identified through a referral system established between The Neighborhood Center and referral sources including the Oneida County Department of Probation, Proctor High School, Runaway and Homeless Youth, and the Department of Social Services. Participation in services is voluntary. The risk factors used to identify the population to be served through this program include but are not limited to: Homelessness or imminent risk of homelessness; Multiple school suspensions; High risk of dropping out of school or already dropped out of school. The focus for the target population will be to enhance independent living skills to assist youth in attaining and/or maintaining a residence; remaining in school or re-entering an educational or vocational program, and building employability skills (i.e., resume writing, interviewing, and interpersonal relations).

C. GEOGRAPHIC AREA/EXISTING SERVICES

The Transitional Living Skills geographic service area is predominately the greater Utica area, however, any youth in Oneida County in need of this service can be referred. The other primary existing services working with this population include the Mohawk Valley Community Action (Runaway and Homeless Youth Program), the Youth Empowerment Project, and New Horizons. We have established cooperative

relationships with all of these services and will continue to partner with them to meet the needs of youth in our community and address youth homelessness. The Neighborhood Center is also a member on the Youth Homeless Coalition with these organizations as well as other providers, to address community needs and share resources. According to the 2007 NYS Kids Well Being Indicators Clearinghouse Oneida County Profile, there has been an increase from the baseline years of risk factors that fall into the family breakdown category: the number of children living in poverty; receiving free or reduced lunch, adolescent births and indicated reports of child abuse and neglect. These factors can contribute to an increase in the number of runaway, homeless or thrown away youth.

2. PROGRAM OUTCOME/PROCESS OBJECTIVES

A. OUTCOMES

- I. Youth will strengthen and increase their capacity to function in a self-sufficient manner.
 - A. 100% of youth participating in the program will receive individual, family and/or group counseling on issues related to problem solving, decision-making and personal responsibility.
 - B. 100% of youth participating in the program will receive training in areas such as life skills, education, and vocational areas and ensuring they have necessary documents for obtaining employment.
 - C. 70% of the youth participating in the program will re-enter, or remain in school, work toward their GED, or enroll in an educational program.
- II. Youth will achieve full autonomy and self-sufficiency.
 - A. 50% of the youth that are not in school will obtain employment.
 - B. 70% of the youth will reside in their own apartment or have a permanent residence.
 - C. 70% of the youth will maintain a stable address or residence for three to six months.

B. MONITORING METHODS

Monitoring will be a collaborative process that builds on the strength and resources of the young adult. Confidential case records are kept for each youth enrolled in the TLS program and are utilized as a means for monitoring progress. These records will include a needs assessment, assessment tools, an individualized service plan, progress notes, pre and post tests and a transition plan. Supervisory personnel will review all cases regularly to ensure that the provision of services is consistent with the service contract, OCFS regulations and other regulatory requirements.

Assessment tools will be used to gather baseline information. This information will be obtained from the youth at the initial assessment. In addition, baseline information will be obtained from parents and school, where appropriate. The Service Plan, collaboration between youth, parent (as appropriate), and TLS worker regarding goals and objectives of service will be established at the onset of participation and be reviewed every three (3) months to monitor progress and plan interventions. These assessment methods will be utilized in a collaborative process between the youth, his/her natural supports, and the TLS worker to monitor and record changes in behaviors. This will assist staff in planning interventions and evaluating overall progress.

All Neighborhood Center programs complete monthly narrative and statistical reports for administrative and Board of Directors review. These reports are utilized to monitor program participation and new program developments, with annual reports that review overall program objectives and goals.

C. EVALUATION METHODS

Program staff will maintain a computerized database to track the following:

- Baseline information gathered during the initial referral and assessment period.
- Parent (where appropriate) and youth self-reports related to the youth's behavior at home.
- Service Plan/Service Plan Review progress on goals and objectives.

Furthermore, anecdotal information obtained from parents, school representatives, other collaterals, and the youth, will be added to the final analysis. This data is analyzed to assess level of attainment of contractual goals and objectives as well as individualized service plan goals and objectives.

Quarterly Reports will be provided to the Oneida County Youth Bureau, which will include the statistical and demographical data as well as progress on the program objectives and outcomes. An Annual Report will be provided to the County that will include year-to-date information as well as a narrative report that provides a final analysis of program objectives and outcomes.

3. SERVICE METHODS

The Transitional Living Skills Program is part of the Behavioral Healthcare Services Component of the Neighborhood Center. The program provides emergency assistance and case management services to youth in need of help making the transition to independent living. Services are designed to assist youth in overcoming emotional and physical barriers by: enhancing independent living skills, securing or maintaining a residence, building vocational skills, developing healthy interpersonal relationship skills, remaining in school, or assisting with re-entry into an educational setting. Staff serves as advocates and mediators with family members, other service agencies, medical providers, landlords, government offices, etc. Since the program's focus is to foster independent living skills, participants are encouraged to be full partners in assessing their own strengths and addressing areas where growth is needed. TLS staff works collaboratively with other Neighborhood Center programs to maximize resources for program participants. Staff has access to a psychiatrist, psychologist, and nurse to assist with specific situations that may warrant their expertise. Collaborative efforts involve joint treatment planning and service provision, joint referrals, and on-site delivery of services. Internal networking also includes team assessments of youth/family needs, team service planning, program design and referral process, and staff training.

The TLS program will serve a minimum of 10 youth ages 16-20. The program hours are from 8:30AM to 4:30PM, Monday through Friday. However, hours for this program, as with all Neighborhood Center Programs are flexible and based on need of the participant. Services are provided on-site at 628 Mary St., in the community or at the youth's home. Frequency of service will vary depending upon each youth's individual needs. There is no fee for participants.

The Neighborhood Center works with community providers to educate and inform them of the Transitional Living Skills Program. Pamphlets on the TLS program are available at many locations throughout Oneida County in which the target population and their families have access to them. Some of these locations include the Department of Social Services, Probation Department, House of Good Shepard, New Horizons, Mohawk Valley Community Action, Emmaus House, Rescue Mission, BOCES, Mohawk Valley Community College, Family Nurturing Center, Legal Aid, Catholic Charities, Proctor High School, Oneida County jail, etc. Neighborhood Center Program Staff also network with these providers on a regular basis to discuss potential referrals and any community outreach that may be needed. In addition, regularly scheduled meetings with these collaborating agencies are held to coordinate service and optimize the resources available to youth/families in the community.

The Neighborhood Center recognizes that the targeted population for the TLS program has numerous issues and does not always trusts adults for various reasons. The engagement of youth is probably the most difficult task in running this type of program. The TLS worker is prepared to provide outreach to any youth in need wherever that youth may feel comfortable. The first meeting with the youth is an opportunity for the TLS worker to get to know the youth and attempt to engage them in services. This

engagement process is critical and may take more than one visit; however, once some level of trust is formed it paves the way for a successful road.

Once a youth is engaged and enrolled in the program, the TLS staff will complete an assessment of the level of functioning and areas of needed growth. This assessment shall address: the reason(s) the youth is homeless or at risk of becoming homeless, the youth's current skill level with regard to independent living skills, and the youth's ability to progress to independent living. The assessment will look at areas such as: basic needs; emotional and psychological needs; family, social and recreational needs; residential needs; medical and nutritional needs.

Using the youth's identified strengths, an individualized service plan will be created within thirty days of the youth's admission to the program. It will identify the goals and objectives the youth would like to achieve as well as the methods that will be used to attain them. Such plans will be revised, as necessary, based upon additional information received and the youth's progress. The individualized service plans will be completed every ninety days for progress and goal attainment: a transition plan at the end of program involvement as appropriate.

The TLS staff will offer intensive, relationship-based services using a task centered, goal oriented case management services model. While the focus of the program is the youth, the TLS staff will attempt to involve significant others, such as family members and peer group in order to provide the integration and coordination of all available community support services. The program will offer youth focus groups, life skills training, and leisure-time activities that incorporate the diverse interests and needs of the participants. Toward this end a variety of modalities and techniques will be utilized, e.g. individual, family, and group counseling that are short-term and solution focused. The TLS worker also functions as an advocate for the youth and will assist them in obtaining benefits, legal matters, residential issues, filling out paperwork, etc. A strong emphasis of the program is keeping in or re-entering youth in an educational program. The TLS program staff will work closely with local high schools to help youth remain in school or reconnect to a school setting. In addition, the TLS staff will also be offering Life Skills groups at the House of the Good Shepherd or New Horizons Shelter, depending on the needs of the participants. This will provide the young men and women at with skill building but also a connection with someone in the community who will be able to help them when they are ready to leave the residence.

It is anticipated that a single individual may participate in various components of the program several times a month, (i.e. participation in a focus group or skill building activity, individual visits with the TLS staff, collateral meetings, appointments with schools or community providers, etc.). However, some individuals may need one time or short-term assistance with a certain issue/problem. The program is flexible and has no minimum requirements for participation. The program is very person-centered and designed around the strengths and needs and of the participants.

Should there be a need for additional services, The Neighborhood Center has a continuum of care developed, whereby the youth can access additional services. These services may include emergency services, psychiatric and psychological evaluation, medication, etc. and are based on the individual's need.

4. ORGANIZATION DESCRIPTION AND QUALIFICATIONS

A. EXPERIENCE AND RESOURCES

The Neighborhood Center, Inc., a not-for-profit agency and major provider of children and youth services in Oneida County has long been dedicated and committed to the well being of youth and families. The Center has a 104 year history of providing programs and services that promote responsible decision-making and prepare youth to be productive members of society. The mission of the agency has remained unchanged: To provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: Enriches, strengthens, and underscores the value & worth of individuals and families; Assists in developing responsible citizenship; Provides a foundation for growth; and fosters understanding among all persons.

Originating in 1905, it was truly a "neighborhood center" servicing primarily East Utica. However as human needs have grown and become more diverse throughout the years, the Neighborhood Center has grown and expanded in scope and services to meet those needs in a proactive and preventive manner. The Neighborhood Center has demonstrated success with youth related programming through our Youth Services Programs: Outreach and Prevention, Career Development and School Age Child Care; and our Prevention and Early Intervention Programs Project AIM, Child Guidance Clinic, Day Services, Child Care, School Partnership for Youth-SPFY; Case Planning.

Neighborhood Center staff are active in cooperative planning with other agencies and work collaboratively on a continual basis with Catholic Charities, Family Services, Oneida County Department of Social Services, Oneida County Department of Mental Health, the Oneida County Day Care Unit, Oneida County Employment and Training Office, Multicultural Association of Medical Interpreters (MAMI), Legal Aid of Mid New York and others.

Neighborhood Center staff have a wide range of experience in providing social development programs, therapeutic intervention, individual and family counseling. Staff is professionally trained and includes Certified Social Workers, members of the National Association of Social Workers, and staff with Master and Bachelors degrees in other human service related fields (education, therapeutic recreation, etc. In addition, staff sit on various committees within the community: SPOA (high risk adults); OC Housing Coalition (housing needs); Mental Health Subcommittee (mental health issues); Dual Recovery Council (co-occurring D/O); Advocate Network Steering Committee (training needs); NETCO HIPPA Workgroup (HIPPA); OC HIPPA Workgroup (HIPPA); CAP Meeting (high risk youth); TIER I and TIER II (high risk youth and mental health); Suicide Prevention Task Force (suicide prevention); Family TIES (Herkimer County, mental health issues); State Runaway and Homeless Youth (Community Service); Kids Oneida Providers Meetings (Kids Oneida Services, mental health); Columbus Partnership Meeting (school issues); Elder Abuse Coalition (aging issues); Homeless Youth Coalition (homeless youth); Crisis Services Workgroup (crisis services); 941 Meetings (crisis services); Oneida County Communities that Care (community advancement); Sr. MH Management Meetings (community mental health issues); Weed and Seed Meetings (East and West Utica issues); Head Start Education Advisory Committee (HS education); IRT Oversight Committee (preventive/probation issues).

The agency is supported by a strong Executive Management team and controller who oversees our fully automated billing, payroll, and accounting departments. The agency contracts with an outside accounting firm Rhinehold & Fitzgerald & DePietro, P.C Certified Public Accountants- annual audits are conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The TLS program at The Neighborhood Center continues to meet and in many cases, exceed the goals established. In 2008, the Transitional Life Skills program served 23 youth. Of these youth, 80% looking for employment successfully obtained either full or part-time employment; 90% continued in school or worked towards their GED (three of the youth enrolled into a full-time college program); 100% of the youth were in safe housing.

The Neighborhood Center has assumed the responsibility of securing additional funding for this program. The United Way is an important source of funding for TLS as well as other sources within the agency generated through fund development. The United Way: 40% or \$16,190.00; Oneida County Youth Bureau: \$24,284.00

B. PERSONNEL

The Counselor III will serve as the Supervisor for this program. He/she will have a Masters Degree to provide the supervision needed for the program. 80% of time will be allocated.

One staff person will serve as the Associate Director Child Care and Family Services Division, with overall responsibility for program. He/she will have a Masters Degree (preferred) or education; or related work experience to provide the supervision needed for the program. Allocated 5% of time.

Some volunteers may be used to assist staff in implementation of groups and possibly individual work with youth. Volunteers may include graduate or undergraduate fieldwork students from local educational institutions. The number of volunteers used will depend upon the number of interested applicants and the availability of appropriate assignments. Volunteers will have regular contact with a member of the paid staff who will provide appropriate training and supervision.

Maintenance workers will be responsible for any and all facility related services. High School diploma (preferred) and experience in facilities maintenance. 5% of time allocated.

Facilities Services Director will be responsible for supervision of maintenance worker. High School diploma and experience in facilities maintenance preferred. 2% of time allocated.

C. BOARD OF DIRECTORS

See attached list. The Program Committee meets at least once a year, or more often if needed, to review the effectiveness of services.

ANTHONY J. PICENTE, JR.
County Executive



ROBERT J. ROTH
Director

ONEIDA COUNTY YOUTH BUREAU
County Office Building ♦800 Park Avenue ♦Utica, New York 13501
Phone: (315) 798-5027 ♦Fax: (315) 798-6438

May 6, 2010

FN 20 10 - 261

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

EDUCATION, YOUTH

ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:19

Re: Resource Allocation Plan for FY2010

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Youth Bureau is pleased to submit the attached Resource Allocation Plan for the year 2010 for review and approval by the Board of Legislators.

This Resource Allocation Plan apportions important youth services funding from the New York State Office of Children and Family Services to the agencies contracting with the Oneida County Youth Bureau. *It is important to note that in 2010, the allocation received from New York State has been reduced by 12.5% and it is anticipated that local service agencies will be forced to reduce the programs and services they are able to provide.*

The FY2010 plan allocates state funding of \$446,840 to 21 different agencies and 34 municipalities in Oneida County. These allocations have been reviewed and approved by the department staff and the members of the Advisory Board of the Youth Bureau and the agencies were found to be well-qualified to deliver the services they proposed.

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

Very truly yours,

Robert J. Roth
Director

Attachment

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

Anthony J. Picente, Jr.
County Executive

Date: 6/8/10

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Oneida Co. Department Youth Bureau

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Youth Bureau
Title of Activity or Service: Resource Allocation Plan (RAP)
Proposed Dates of Operation: January 1, 2010 to December 31, 2010
Client Population/Number to be Served: 65,922 youth throughout Oneida County

Summary Statements/Narrative Description of Proposed Services

The Resource Allocation Plan (RAP) for 2010 outlines the distribution of state funds received from the New York State Office of Children and Family Services to provide youth services, delinquency prevention, recreation and runaway/homeless youth programs to the young people, whose ages include birth to 21 years, in Oneida County. In FY 2010, these funds are to be distributed to 20 agencies and 34 municipalities, which are responsible for the design and delivery of youth services at their level. All programs are monitored annually by Youth Bureau administrative staff and Advisory Board members appointed by the County Executive.

Total Funding: \$ 446,840.00 Account # A8830

Oneida County Dept. Funding Recommendation: \$ 446,840.00

Proposed Funding Sources (Federal \$/ State \$/County \$): New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: Varies by program

Past Performance Data: Agencies are reviewed annually to assure they meet NYS OCFS performance standards. Agencies which do not meet standards may receive a reduction in, or elimination of fund allocations.

Oneida County Department Comments: There was a dramatic decrease of 19% in the funding made available by the New York State Office of Children and Family Services for allocation in 2009, and as it was anticipated, this trend continued with a further reduction of another 13% in 2010. Overall, the OCFS allocation to the Oneida County Youth Bureau has decreased by 28% in the past three years.

ONEIDA COUNTY YOUTH BUREAU SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

(Hereinafter referred to
as the County)

SERVICE PROVIDER

Identified Agencies &
municipalities (attached)
within Oneida County

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT:

From: January 1, 2010
To: December 31, 2010

County Resolution No.
Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved O.C.F.S.	Matching Funds
Budget:	Funds:	
\$446,840.00	\$446,840.00	<i>No County Funds are Required</i>

GENERAL LIABILITY INSURANCE:

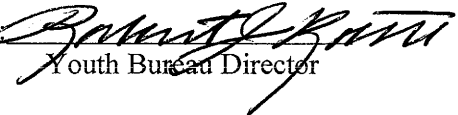
\$ 1 Million

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

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

COUNTY OF ONEIDA

By: _____
County Executive

By: 
Youth Bureau Director

Approved as to form


Oneida County Attorney

RESOURCE ALLOCATION PLAN
(Revised 12/2009)

Submitted herewith and incorporated herein is the Resource Allocation Package for Oneida County, containing the youth services program and project applications for the 2010 program year. This submission is one of the required components of the Children and Family Services Plan, which was approved by the Office of Children and Family Services (OCFS) on 6/7/07.

The signing of this plan by the above-named County will qualify the County for State reimbursement for the program year, in accordance with OCFS's allocation of funds appropriated for counties engaged in comprehensive planning for the Children and Family Services Plan, provided that the youth services are rendered in accordance with the Rules and Regulations of OCFS and the Children and Family Services Plan guidelines and OCFS Fiscal Policies and Procedures for Local Assistance Programs. Subject to the provisions hereof, the amount approved for allocation to the County is \$ 446,840.00 as delineated in the program summary submitted herewith and incorporated herein.

The County authorizes OCFS to reimburse its municipalities directly for expenditures relating to this Resource Allocation Package unless the County has notified OCFS in writing otherwise. OCFS will reimburse the County or municipality for expenditures made in accordance with the approved Program Applications and Budgets for the agencies listed on the program summary submitted herewith. Reimbursement will be made to the County or the municipality only after the submission of vouchers and supporting documents which conform to applicable federal and State laws, rules, regulations, OCFS Fiscal Policies and Procedures for Local Assistance Programs, procedures, and requirements, including those established by the Comptroller of the State of New York, and which are acceptable to OCFS as proof of expenditures. The County or municipality will submit, upon request, adequate and acceptable documentation to substantiate claims for reimbursement.

The County shall retain the overall responsibility to monitor and ensure the maintenance and availability of complete financial and project records for all programs. Within six weeks of the end of the program period, the County will submit Program Annual Reports on forms supplied by the Office of Children and Family Services.

The County agrees to permit on-site inspections and financial audits during the term of this Resource Allocation Plan and at any time thereafter by authorized representatives of OCFS and the New York State Comptroller, to keep records necessary to assure proper accounting for program funds, and to disclose fully the receipt and disposition of funds received under this Plan. The County agrees to allow OCFS, or its representatives when specifically directed by OCFS, to take possession of all books, records, and documents relating to this Plan provided, however, that OCFS will return to the County such books, records, and documents upon completion of OCFS's official purpose.

Any change or modification in the services to be rendered, or in the program budgets, must be approved in writing by OCFS, which reserves the right to modify the services rendered by the County or the program budgets at its discretion or when such modifications may be required by the State Comptroller.

OCFS may withhold approval for State Aid reimbursement for youth programs included in the Resource Allocation Package when there is noncompliance with this plan and/or the above referenced Rules, Regulations and Guidelines, or when the county does not have a Children and Family Services Plan approved by OCFS. This plan shall be deemed executory to the extent of monies made available to OCFS from the State of New York for Local Assistance programs and no liability on account thereof shall be incurred by OCFS or the State of New York beyond monies made available for such purposes.

The County certifies that a resolution was properly passed by the County Board approving this Resource Allocation Plan.

COUNTY CHIEF EXECUTIVE OFFICER:

COUNTY FISCAL OFFICER:

BY: _____
Signature

Joseph J. Timpano
Print Name

DATE: _____

Title: Comptroller

Print Name: Anthony J. Picente, Jr.

Address: 800 Park Avenue

Title: County Executive

Utica, New York 13501

Address: 800 Park Avenue

Utica, New York 13501

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NEW YORK STATE OFFICE OF CHILDREN & FAMILY SERVICES
PROGRAM SUMMARY

PROJECT YEAR: 1/1/2010 TO 12/31/2010

COUNTY: ONEIDA

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2008 STATE AID REQUESTED	2009 STATE AID REQUESTED	2010 State Aid
ONEIDA	CO	08300010B001	ONEIDA COUNTY ONEIDA CO YOUTH BUREAU ADMIN.	40,791.30	35,565	31,198
ONEIDA	CO	08300010I001	CATHOLIC CHARITIES CHILD AND FAMILY DEVELOPMENT	12,220.00	11,000	9635
ONEIDA	CO	08300010I003	UTICA MUNICIPAL HOUSING TEENS & DREAMS PROGRAM	8,930.00	8000	7000
ONEIDA	CO	08300010I004	ONEIDA COUNTY YOUTH CENTER Probation ONEIDA COUNTY YOUTH COURT	3,051.24	2700	-0-
ONEIDA	CO	08300010I007	UPSTATE CEREBRAL PALSY BIG BROTHERS/BIG SISTER	4,230.00	-0-	1345
ONEIDA	CO	08300010I013	INSIGHT HOUSE INSIGHT HOUSE RURAL SCHOOL PREV	5,170.00	4700	4000
ONEIDA	CO	08300010I014	NEIGHBORHOOD CENTER INC PROJECT AIM	9,776.00	8800	See p. 7 (SDPP-B)
ONEIDA	CO	08300010R004	JCTOD OUTREACH INC CHILDREN'S CENTER	9,400.00	9400	6663
ONEIDA	CO	08300010R007	BOYS & GIRLS CLUB OF UTICA T-E-E-N. PROGRAM Reach-One-Reach-One A Choice and A Chance CLINTON YOUTH FOUNDATION	12,220.00	12,500	12,500
ONEIDA	CO	08300010R010	KIRKLAND/CLINTON SUMMER REC PROG	3,291.88	2771	2423
ONEIDA	CO	08300010R013	UTICA SAFE SCHOOLS THE UNDERGROUND CAFE	5,170.00	5200	4550
ONEIDA	CO	08300010R015	YMCA OF THE GREATER TRI VALLEY TEEN LEADERSHIP COUNCIL	4,700.00	4800	4200
ONEIDA	CO	08300010R018	GOSMOPOLITAN CENTER MV Community Action TEEN RECREATION CENTER Center City	4,700.00	4250	3720
ONEIDA	CO	08300010S004	NEIGHBORHOOD CENTER OF UTICA INC OUTREACH & PREVENTION	22,454.25	18,273	15,988
ONEIDA	CO	08300010S005	NEIGHBORHOOD CENTER OF UTICA INC CAREER DEVELOPMENT TRAINEES	9,886.45	8218	7191

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COUNTY: ONEIDA PROJECT YEAR: 1/1/2009 TO 12/31/2010

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2009 STATE AID REQUESTED	2010 State Aid
ONEIDA	CO	08300010S006	COOPERATIVE EXTENSION ONEIDA CO. 4-H OUTREACH	14,000	12,250
ONEIDA	CO	08300010S012	YWCA OF THE MOHAWK VALLEY ADOLESCENT OUTREACH	6326	5535
ONEIDA	CO	08300010S016	PEACEMAKER PROGRAM INC. COURT APPOINTED SPECIAL ADVOCATE	8585	7512
ONEIDA	CO	08300010S017	YWCA OF THE MOHAWK VALLEY CHILDREN'S SERVICES	4070	3561
ONEIDA	CO	08300010S022	YMCA AMER. RED CROSS of the MV YOUTH HEALTH & SAFETY EDUCATION	4370	3824
ONEIDA	CO	08300010S032	THEA BOWMAN HOUSE, INC. B.R.I.D.G.E.S.	7830	6851
ONEIDA	CO	08300010S033	COOPERATIVE EXTENSION ONEIDA CO BETTER YOUR OWN BODY-ALCOHOL PRE	2661	2328
ONEIDA	CO	08300010S034	COOPERATIVE EXTENSION ONEIDA CO BE SMART - DON'T START	2158	1888
ANNSVILLE	T	08300110R001	TOWN OF ANNSVILLE ANNSVILLE SUMMER RECREATION	832 (Reserved)	728
ORISKANY FALLS	V	08300310R001	ORISKANY FALLS YOUTH COMMISSION ORISKANY FALLS YOUTH COMMISSION	500	436
ORISKANY FALLS	V	08300310S001	CW CLARK MEMORIAL LIBRARY CW CLARK MEMORIAL LIBRARY	448	392
AVA	T	08300410R001	TOWN OF AVA AVA SUMMER RECREATION	-0-	-0-
BOONVILLE	V	08300610R001	VILLAGE OF BOONVILLE BOONVILLE RECREATION PROGRAM	1068	934
BOONVILLE	V	08300610S001	VILLAGE OF BOONVILLE CHILD AWARENESS PROGRAM	960	839
BRIDGEWATER	T	08300710R001	TOWN OF BRIDGEWATER RECREATION PROGRAM	494	387

10/20/2008
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NEW YORK STATE OFFICE OF CHILDREN & FAMILY SERVICES
PROGRAM SUMMARY

COUNTY: ONEIDA PROJECT YEAR: 1/1/2010 TO 12/31/2010

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2008 STATE AID	2009 STATE AID REQUESTED	2010 State Aid
BRIDGEWATER	T	08300710S001	TOWN OF BRIDGEWATER YOUTH SERVICES	518.88	444	387
CAMDEN	V	08301010R001	VILLAGE OF CAMDEN QUEEN VILL. RECREATION COMMISSION.	1,539.72	709 1296	1133
DEERFIELD	T	08301110R001	TOWN OF DEERFIELD T. DEERFIELD RECREATION PROGRAM	1,113.90	938	820
DEERFIELD	T	08301110S001	TOWN OF DEERFIELD DEERFIELD YOUTH SERVICE/AID	987.00	842	736
FLOYD	T	08301310R001	TOWN OF FLOYD FLOYD RECREATION PROGRAM	1,208.84	1018	890
FORESTPORT	T	08301410R001	TOWN OF FORESTPORT YOUTH RECREATION	412.66	347	304
FORESTPORT	T	08301410S001	TOWN OF FORESTPORT YOUTH SERVICES	365.66	312	272
MARCY	T	08301810R001	TOWN OF MARCY MARCY RECREATION PROGRAM	1,625.26	1369	1196
MARCY	T	08301810S001	TOWN OF MARCY YOUTH SERVICES	1,440.08	1229	1074
MARSHALL	T	08301910R001	TOWN OF MARSHALL YOUTH SERVICE & SUMMER DAY CAMP	595.02	501	438
MARSHALL	T	08301910S001	TOWN OF MARSHALL YOUTH SERVICES	527.34	450	393
WATERVILLE	V	08302010R001	VILLAGE OF WATERVILLE WATERVILLE SUMMER RECREATION	908.98	766	670
WATERVILLE	V	08302010S001	VILLAGE OF WATERVILLE YOUTH SERVICES	806.52	688	601
NEW HARTFORD	T	08302110R001	TOWN OF NEW HARTFORD NEW HARTFORD REC-SUMMER/WINTER	4,255.38	3583	3132
NEW HARTFORD	T	08302110S002	TOWN OF NEW HARTFORD NEW HARTFORD YOUTH EMPLOYMENT	2,944.08	2368	2071

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10/20/2008
yudp_summary

NEW YORK STATE OFFICE OF CHILDREN & FAMILY SERVICES
PROGRAM SUMMARY

COUNTY: ONEIDA PROJECT YEAR: 1/1/2009 TO 12/31/2010

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2008 STATE AID	2009 STATE AID REQUESTED	2010 State Aid
NEW HARTFORD	T	08302110S004	NEW HARTFORD SENIOR SERVICES TUTORING/MENTORING	827.20	850	740
NEW HARTFORD	V	08302210R001	VILLAGE OF NEW HARTFORD MUSIC CONCERT	465.30	392	342
NEW HARTFORD	V	08302210S001	VILLAGE OF NEW HARTFORD YOUTH GOVERNMENT	412.66	352	307
NEW YORK MILLS	V	08302310R001	VILLAGE OF NEW YORK MILLS NEW YORK MILLS RECREATION	685.26	577	504
NEW YORK MILLS	V	08302310S001	VILLAGE OF NEW YORK MILLS YOUTH SERVICES	607.24	518	453
REMSEN	T	08302610R001	TOWN OF REMSEN REMSEN SUMMER RECREATION PROGRAM	982.30	826	721
REMSEN	T	08302610S001	TOWN OF REMSEN YOUTH SERVICES	870.44	742	647
ROME	C	08302810R001	CITY OF ROME ROME MUNICIPAL RECREATION	8,842.58	7446	6509
ROME	C	08302810S001	ROME POLICE DEPT JUVENILE AID BUREAU	7,836.78	6688	5841
SHERRILL	C	08303010R001	CITY OF SHERRILL SHERRILL RECREATION PROGRAM	1,065.02	897	784
SHERRILL	C	08303010S001	SHERRILL POLICE DEPT SHERRILL JUVENILE AID BUREAU	944.70	806	704
TRENTON	T	08303210R001	TOWN OF TRENTON TRENTON SUMMER RECREATION	1,258.66	1168	1022
UTICA	C	08303610B001	YOUTH BUREAU CITY OF UTICA UTICA YOUTH BUREAU	37,204.26	32,438	28,455
UTICA	C	08303610R002	CITY UTICA YOUTH BUREAU RECREATION SAFTEY	9,657.56	7823	6393
UTICA	C	08303610R003	CITY OF UTICA YOUTH BUREAU DICK MILLER BASKETBALL	5,073.18	6801	6392

COUNTY: ONEIDA PROJECT YEAR: 1/1/2010 TO 12/31/2010

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2008 STATE AID	2009 STATE AID REQUESTED	2010 State Aid
UTICA	C	08303610R004	COSMOPOLITAN CENTER COSMOPOLITAN CENTER DAY CAMP	659.88	-0-	-0-
UTICA	C	08303610R006	COSMOPOLITAN CENTER INC INNER CITY SUMMER TIME PROGRAM	659.88	-0-	-0-
UTICA	C	08303610S001	CITY OF UTICA YOUTH BUREAU TUTORIAL ASST.	3,474.24	3696	4000
UTICA	C	08303610S003	CITY OF UTICA YOUTH BUREAU COMMUNITY INTERACTION	5,346.72	2674	2300
UTICA	C	08303610S007	UTICA POLICE DEPT UTICA JUVENILE AID BUREAU	6,572.48	6466	5172
VERNON	V	08303910R001	VILLAGE OF VERNON VERNON PARKS & RECREATIONS	317.72	267	234
VERNON	V	08303910S001	VERNON VILLAGE POLICE DEPT JUVENILE AIDE	1,247.38	1064	930
VERONA	T	08304010R001	VERONA TOWN BOARD VERONA RECREATION PROGRAM	1,901.62	1602	1400
VERONA	T	08304010S001	VERONA TOWN BOARD VERONA YOUTH SERVICES	1,685.42	1439	1256
VIENNA	T	08304110R001	TOWN OF VIENNA SUMMER RECREATION PROGRAM	1,508.70	1270	1110
VIENNA	T	08304110S001	TOWN OF VIENNA SUMMR SERVICE PROGRAM	1,336.68	1141	996
SYLVAN BEACH	V	08304210R001	VILLAGE OF SYLVAN BEACH SYLVAN BEACH SUMMER REC. PROGRAM	258.50	218	191
WESTERN	T	08304310R001	TOWN OF WESTERN TOWN OF WESTERN RECREATION	603.48	509	445
WESTERN	T	08304310S001	TOWN OF WESTERN YOUTH SERVICES	534.86	457	399
WESTMORELAND	T	08304410R001	TOWN OF WESTMORELAND WESTMORELAND RECREATION	1,895.98	1597	1396

COUNTY: ONEIDA PROJECT YEAR: 1/1/2009 TO 12/31/2010

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2008 STATE AID	2009 STATE AID REQUESTED	2010 State Aid
WESTMORELAND	T	08304410S002	TOWN OF WESTMORELAND YS - LIBRARY PROGRAM	1,680.72	1434	1252
ORISKANY	V	08304610R001	VILLAGE OF ORISKANY ORISKANY YOUTH RECREATION	407.96	343	300
ORISKANY	V	08304610S001	VILLAGE OF ORISKANY YOUTH SERVICES	360.96	308	269
WHITESBORO	V	08304710R001	VILLAGE OF WHITESBORO YOUTH RECREATION	1,038.70	874	764
WHITESBORO	V	08304710S001	VILLAGE OF WHITESBORO YOUTH SERVICES	920.26	785	686
YORKVILLE	V	08304810R001	VILLAGE OF YORKVILLE YORKVILLE RECREATION PROGRAM	700.30	590	515
YORKVILLE	V	08304810S001	VILLAGE OF YORKVILLE YOUTH SERVICES	620.40	530	462
ONEIDA	CO	08300040T001	NEIGHBORHOOD CENTER, INC. (THE) TRANSITIONAL LIFE SKILLS	20,719.48	22,938	21,000
ONEIDA	CO	08300040T002	YWCA OF THE MOHAWK VALLEY CASE MANAG & SELFESTEEM/LIFE SKL	21,620.00	28,000	22,000
ONEIDA	CO	08300050H001	MOHAWK VALLEY COMMUNITY ACTION RUNAWAY AND HOMELESS YTH PROG	67,680.00	25,000	22,000

2010
PROJECT YEAR: 1/1/2009 TO 12/31/2009

MUNICIPAL NAME	TYPE	PROGRAM CODE	SPONSORING AGENCY/ PROGRAM TITLE	2008 STATE AID	2009 STATE AID REQUESTED	2010 SDPP
ONEIDA	CO	0830002CA003	ONEIDA CO OFFICE/WORKFORCE DEV PROBATION EMPLOYMENT PROGRAM	5,170.00	5085	4450
ONEIDA	CO	0830002CA004	COMPEER OF THE MOHAWK VALLEY COMPEER FOR KIDS	3,369.90	3800	3325
ONEIDA	CO	0830002CA006	ONEIDA CO OFFICE/ WORKFORCE DEV JAIL TO COMMUNITY TRANSITION	6,580.00	6650	5820
ONEIDA	CO	0830002CA007	ONEIDA CO YOUTH BUREAU YOUTH BUREAU ADMINISTRATION	10,096.54	9667	8458
ONEIDA	CO	0830002CA008	COSMOPOLITAN CENTER MV Community Action 42,136.44 SPECIAL DELINQUENCY PREV PROG	32,175	32,175	-0-
ONEIDA	CO	0830002CA009	FAMILY SVCS OF THE MOHAWK VALLEY SEXUAL ABUSE TREATMENT PROGRAM	5,555.40	5814	5087
ONEIDA	CO	0830002CA012	FAMILY SERVICES OF THE MOHAWK VA TEEN AGGRESSION REDUCTION	7,178.78	8460	7400
ONEIDA	CO	0830002CA017	FAMILY SVCS OF THE MOHAWK VALLEY PARTNERS IN PREVENTION	10,166.10	11,585	10,138
ONEIDA	CO	0830002CA019	YWCA OF THE MOHAWK VALLEY SEXUAL VIOLENCE SERVICES	4,700.00	4750	4156
ONEIDA	CO	0830002CA020	FAMILY SVCS OF THE MOHAWK VALLEY JUVENILE PERPETRATORS	10,466.90	10,948	9580
ONEIDA	CO	0830002CA021	YWCA OF THE MOHAWK VALLEY SHELTERED YOUTH PROGRAM	7,520.00	7600	6650

Oneida Co Neighborhood Center, Inc. (formerly an Initiative program) 24,600 (SDPP-B)
Project AIM

COUNTY: ONEIDA PROJECT YEAR: 1/1/2009 TO 12/31/2009

MUNICIPAL NAME TYPE PROGRAM CODE SPONSORING AGENCY/
PROGRAM TITLE STATE AID REQUESTED 2009 STATE AID REQUESTED 2010 State Aid

OMITTED ON SUMMARY PRINTOUT:

Paris	T	08302410R001	Town of Paris Paris Summer Recreation	1536	1216	1063
Paris	T	08302410S001	Town of Paris Youth Services	1361	1092	953
Vernon	T	08303710R001	Town of Vernon Youth Recreation	1159	918	802
Whitestown	T	08304510R001	Town of Whitestown Youth Recreation	2492	1972	1724
Oneida	Co	08300010S026	Abundant Life Community Church Sgt. Eli Parker Community Youth Center	1363	1875	1641
Oneida	Co	08300040T003	Family Nurturing Center of CNY Evelyn's House	3100	10,810	7545
Florence	T	09301210R001	Town of Florence Recreation	-0-	325	284
Florence	T	09301210S001	Town of Florence Services	-0-	292	255
Whitestown	T	09304510S001	Whitestown Police Department Children's Safety & Bike Rodeo	-0-	1772	1547
Oneida	Co	09300010I015	Catholic Charities WAIT Program	-0-	3035	2650
Oneida	Co	09300010H002	Oneida County Youth Bureau RHY Service Coordinator	-0-	7589	10,000
Oneida	Co	Initiative	MV Council on Alcohol/Addictions Second Step	-0-	-0-	2000
Oneida	Co	Initiative	Oneida County Probation Dept. Rome Safe Schools	-0-	-0-	7000

NEW (in 2010)

NEW YORK STATE OFFICE OF CHILDREN & FAMILY SERVICES
PROGRAM SUMMARY

COUNTY: ONEIDA

PROJECT YEAR: 1/1/2009 TO 12/31/2009

2010
2010

*Burke
Wanda*

PROGRAM TYPE	STATE AID ELIGIBILITY	STATE AID REQUESTED	BALANCE
YDDP/BUREAU 31,198-Co	59,653	59,653	-0-
YDDP/BUREAU 28,455-206	33,620	33,620	-0-
YOUTH INITIATIVES	96,246	76,855	12,416
YDDP/RECREATION	86,358	104,503	
YDDP/SERVICE	65,923	32,000	-0-
RUNAWAY	16,622	50,545	-0-
TRANSITIONAL	65,064	65,064	-0-
SDPP A	24,600	24,600	-0-
SDPP B	448,086	446,840	1246
Total			

*RTS
unavailable*

*win
YDDP*

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 10 - 262

2010 JUN 10 AM 10:07
RECEIVED
ONEIDA COUNTY LEGISLATURE

May 17, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

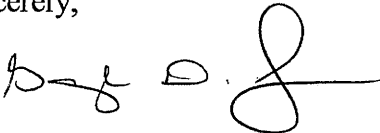
Re: Community Health Worker Program
C-021373

Attached are five (5) copies of a contract between Oneida County through its Health Department and the New York State Department of Health for the provision of the Community Health Worker Program.

The purpose of this contract is to provide enrollment of low income, pregnant women in continuous comprehensive prenatal care, enrollment of infants and children in preventive health care, including enrollment in Medicaid, child health plus and WIC. Families will be informed of HIV risk factors, with availability of HIV counseling and testing. Families will be made aware of risk factors associated with prenatal substance use, including tobacco use, families will be educated about domestic violence and those in need of assistance, women of child-bearing age will be informed about effective family planning methods. The term of this agreement shall become effective July 1, 2010 through June 30, 2011 with reimbursement by New York State in the amount of \$199,314. This contract is 100% State funded.

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


Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive
Date 6/8/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Division of Family Health, Fiscal Unit
Corning Tower, Room 878
Empire State Plaza
Albany, New York 12237-0657

VENDOR CONTACT PERSON: John C. Sterling

DESCRIPTION OF CONTRACT: To provide for enrollment of low income, pregnant women in continuous comprehensive prenatal care, enrollment of infants and children in preventive health care, including enrollment in medicaid, child health plus and WIC. Families will be informed of HIV risk factors, with availability of HIV counseling and testing. Families will be made aware of risk factors associated with prenatal substance use, including tobacco use, families will be educated about domestic violence and those in need of assistance, women of child-bearing age will be informed about effective family planning methods.

PREVIOUS CONTRACT YEAR: July 1, 2009 through June 30, 2010

TOTAL: \$199,314

THIS CONTRACT YEAR: July 1, 2010 through June 30, 2011

TOTAL: \$199,314

 NEW **X** RENEWAL AMENDMENT

<u>FUNDING SOURCE:</u>	A3419 Grant Award	\$199,314
	State Funds	\$199,314
	County Dollars – Previous Grant	\$ 0
	County Dollars – This Grant	\$ 0

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES, Public Health Director

DATE: May 17, 2010

2010

Signature Page for:

Contract Number: C-021373 Contractor: Oneida Co. Health Department

Amendment Number: X-6.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)
)
County of _____) SS:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____

(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

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APPENDIX X

Contract Number: C-021373 Contractor: Oneida Co. Health Department

Amendment Number: X-6.

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida Co. Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) _____ with the attached appendix(es) _____
- Adds the attached appendix(es) B-5, D-5 and G
- Other: (describe) _____

This amendment is X is not ___ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$827,770 From 7 / 1 / 2006 to 6 / 30 / 2010.
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$199,314 From 7 / 1 / 2010 to 6 / 30 / 2011.

This will result in new contract terms of:

\$1,027,084 From 7 / 1 / 2006 to 6 / 30 /
2011. (Initial start date) (Amendment end date)
(All years thus far combined)

007

Contractor: Oneida County Health Department

Category: CHWP

Contract No: CO21373

**APPENDIX B
TABLE A
CPPSN, CHWP or CHWP Training Program
OPERATING BUDGET AND FUNDING REQUEST
July 1, 2010 to June 30, 2011**

	Total Expense	Amount Requested From NYS	3 rd Party	Other Source	Specify Other Source
Personal Services (Total line only from Table A-1)	\$194207	\$ 194207	-0-		
Nonpersonal Services (Total line only from Table A-2)	\$17837	\$ 5107	\$4393	\$8337	In-Kind Insurance Reimbursement
GRAND TOTAL	\$212044	\$199314	\$4393	\$8337	See Table A-2

007

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM B-1 CHWP

PERSONAL SERVICES

July 1, 2010– June 30, 2011

Contractor: Oneida County Health Department

Contract No.: CO21373

PERSONAL SERVICES

Title	Incumbent	Description
Sr. Outreach Worker	Betty Jones	Responsible for project management, data reports, and work plan development/implementation. Supervision of CHWs, plans/coordinates outreach activities. Meets with community agency representatives to update them on services offered by the CHWP(Community Health Workers Program). Collaborates with outside agencies to overcome barriers to health care and/or services for CHWP clients. Responsible for ongoing education and updates for CHWs increasing their ability to provide education, advocacy and support for CHWP clients. Shares caseload of very rural clients with CHWs as needed.

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Community Health Workers	Marcella Lee, Angel Woolheater, Jasmina Hodzic	CHWs identify/assist women and their families to access health care and essential services in the area. Assist and refer CHW clients to community support services, conduct basic health/environmental assessments. Work with families in setting up a plan of action that addresses identified needs. Provide basic health education, referrals, advocacy, support and follow up. Serve as a liason between families and community agencies including physcian offices, conduct at least monthly home visits and assist families with ASQ screening. Screen antepartum and postpartum for depression using the Edinburg Scale; if needed referral and advocacy for mental health follow up is provided. Outreach is a frequent activity helping to identify women who have not or are late in accessing prenatal care. The 4 CHWs(which includes the Sr. Outreach Worker) are all full time. Sr. CHW, Betty Jones, continues to have a small caseload of the very rural population. She lives in the area, the amount of clients is realitively small and she can effectively see these clients, cutting down on program costs.
Computer Tech, Assistant	Bruce Kistner	Maintains all computer, network and supportive equipment. Full-time employee with 1% dedication to CHWP.
Interim Director of Health	Daniel Gilmore, PhD.	Oversees all health department programs and staff. 1% dedication to CHWP.
Director of Wellness	Irene Z. Willett	Oversees/manages all MCH programs/staff. 10% time dedicated to CHWP.
Fiscal Administrator	Thomas Engle	Oversees all health department finances and budgeted expenses/BRSO reports. 1% time dedicated to CHWP.
Asst. County Attorney	Brian Miga, Esq.	Oversees all legal matters related to Health Department. Serves CHWP as general advisor.

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Any vacant positions should be reported as an attachment to the quarterly voucher and the progress reports. The explanation must include what has been done to recruit and fill the positions and describe any problems with filling vacancy (ies).

03

Contractor: Oneida County Health Department

Contract No.: CO21373

**APPENDIX B
TABLE A-2 NONPERSONAL SERVICES - CHWP
OPERATING BUDGET AND FUNDING REQUEST
July 1, 2010– June 30, 2011**

NONPERSONAL SERVICES	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
(List Budgeted Expenses)				
Supplies and Materials	\$737	\$344	\$393	Insurance Reimbursement
Audit	\$300	\$0	\$300	In-Kind
Telephones-Cell	\$900	\$900		
Desk	\$1,500	\$1,500		
Travel Expenses	\$6,400	\$1,400	\$5,000	In-Kind (Community Wellness)
Space	\$3,000	\$0	\$3,000	In-Kind
Training Expense	\$1,000	\$963	\$37	In-Kind (Community Wellness)
Interpreter Expense	\$1,000		\$1,000	In-Kind (Community Wellness)
Emergency Supplies for Clients	\$3,000	\$0	\$3,000	Insurance Reimbursement
Total Nonpersonal Services	\$17,837	\$5,107	\$12,730	

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BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM B-3 CHWP

NONPERSONAL SERVICES

July 1, 2010 - June 30, 2011

Contractor: Oneida County Health Department

Contract No.: CO213373

NONPERSONAL SERVICES

Item	Cost	Description
Audit	300	Required annual audit. In-kind Oneida County Health Department
Cell Phones (4)	900	Phones provided for safety and client use without phones. County plan \$75/month
Desk Phones	1500	Five desk phones needed for
Travel Expenses	6400	Mileage based on \$.50/mile which is current IRS rate. Amount based on past mileage of CHWs for transportation of clients and home visits. Average mileage for CHWP for the year is 12,800.
Space	3000	Space for office area is calculated at 250 feet at \$12/foot. This charge is derived by a formula that Oneida County has had in place for a number of years. Cost includes electricity,heat,maintainence and total number of square feet. Charge is the same for all departments utilizing space in the county.
Training	1000	We will continue to utilize free or low cost trainings in our area to keep costs down. This will cover annual CHWP trainings that are required.
Interpreters	1000	Oneida County is a resettlement area for refugees from many different countries. For this reason we need to continue our relationship with this service, expensive as it is, to assist these families. The contracutal cost is \$55/hour. This cost is based on previous years use of MAMI. Whenever we can we make joint visits with MCH nurse and share costs; or use a dependable family member (over 21 years

Emergency Supplies for Clients	3000	In the past we have had to be creative is obtaining much needed diapers, blankets, etc. We have arranged for baby blankets and disposable diaper purchase from area providers. This will be paid for by insurance reimbursement(Excellus) after seeing clients with this medicaid managed care provider.
Supplies/Materials	347	\$300 will be from insurance reimbursement. We will use this money for office/educational material.

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 1: LOW INCOME, PREGNANT WOMEN WILL ENROLL EARLY IN CONTINUOUS AND COMPREHENSIVE PRENATAL CARE THROUGH ASSISTANCE IN OVERCOMING BARRIERS TO ACCESSING ACCEPTABLE SERVICES, INCLUDING ENROLLMENT IN MEDICAID AND WIC, FOR THOSE ELIGIBLE.

OBJECTIVES

1. Total # 200 enrolled for CHWP case management
 - a.# 150 pregnant – case managed
 - b.# 50 parenting – case managed

ACTIVITIES

The CHWP will continue to gear activities to seek out and engage women not enrolled in prenatal care. We will continue to do outreach in the inner city high school. Pregnant teens have difficulty accessing prenatal care due to their inexperience in obtaining appointments and fear of repercussions from family members. We will also continue our collaborations with area OB Clinics and Maternal/Child Nursing programs. We will service the entire county of Oneida, with focus on our predetermined zip codes, (Utica)13501, 13502, (Rome)13440, (Waterville)13480, (New York Mills)13413, (Camden)13316, and (Blossvale)13308.

2. a) Women initiating prenatal care in the first trimester will be maintained at least at 90%
 - b) Pregnant women enrolled in prenatal care with CHW assistance will be maintained at least at 95%

Prenatal referrals will be given first priority. Transportation to OB Care will be provided until dependable transportation arrangements can be made. CHWs will advocate for pregnant women not enrolled in PNC or for timely appointments during first trimester. CHWs will work to seek out pregnant women not in care and assist them in accessing PNC within the first trimester. We will continue to work with the school nurse and social workers in the local high school and jr. high school as well as our teen support group in the City of Utica.

OUTCOMES

75 % pregnant
25 % parenting

90 % first trimester PNC
5 % late/no PNC
95 % enrolled in PNC with CHW assistance

CHWP WORKPLAN
July 1, 2010 – June 30, 2011

3. Women initiating prenatal care within one month of entry to CHWP will be maintained at least at 95%

Women who are antepartum will be educated on the importance of prenatal care. Assistance and advocacy will be provided to help them secure an appointment with an OB provider. Child care/transportation issues will be addressed with client to help with resolution. Transportation by the CHW will be provided until resolution of same is accomplished.

95 % PNC within one month

4. Attend prenatal care appointments will be maintained at least at 95%

CHWs will discuss possible barriers to get to prenatal care appointments with client. Clients will be given verbal and written reminders. Calendars will be provided as well if client needs one. The importance of continued care for them and their children will be discussed and reinforced throughout their involvement with the CHWP.

95 % PNC appointments attended

5. Total eligible pregnant women enrolled in Medicaid will be maintained at least at 95%

95 % total enrolled in Medicaid

CHWs will ensure that client has active Medicaid. CHWs will assess problems that have prevented client from obtaining Medicaid and assist in the application/recertification process. Will also address the need for timely recertification to prevent lapse in services.

6. Total eligible pregnant women enrolled in WIC will be maintained at least at 95 %.

95 % total enrolled in WIC

Benefits of WIC enrollment will be discussed with pregnant women. Nutrition education will be addressed and how WIC can help provide optimum nutrition. Current information on WIC sites will be given as well as referrals to EAT SMART if needed. Transportation to WIC will be provided until other dependable arrangements have been made. Consultation with our Lactation Consultant will also be available for women planning to breastfeed.

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

7. LBW infants (less than 2500 grams) born to CHWP women will be reduced from 15 % to 10 %.

10 % LBW

Women who have a history of LBW will be closely monitored for known factors that can cause LBW including premature labor. Women who engage in high risk behaviors will be given the opportunity early on to seek help to cease these behaviors via referrals, advocacy and reinforcement. Poor nutrition will be addressed keeping in mind dietary preferences. CHWs will consult with our Registered Nutritionist and EAT SMART NY to assist our clients in this matter to help improve their dietary intake. Women not active with WIC will be given information on the benefits of WIC. CHWs will advocate for an appointment if one has not been secured. Dental care will also be addressed and will assist in obtaining an appointment with a dental clinic/dentist if client has not seen a dentist. Education and reinforcement of causes of preterm labor and low birth weight babies and the impact on babies current and future health will be given.

8. Postpartum women who complete a postpartum visit within eight weeks of birth will be maintained at 95%

95 % postpartum visits within 8 weeks

The rationale for postpartum care will be addressed in the last trimester. Reinforcement of this education will be done prior to EDD. CHWs will attempt home visits within 10 days of delivery to help clients set up appointments. Transportation/child care will be discussed prior to delivery and then on this visit. On-going GYN care and follow up will also be discussed with our clients and the relationship to overall good health for them.

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 2: WOMEN OF CHILD-BEARING AGE WILL BE EDUCATED ABOUT THE IMPACT OF DENTAL HEALTH ON PREGNANCY, THE NEED FOR DENTAL SERVICES BEFORE AND DURING PREGNANCY, AND WILL BE REFERRED FOR AT LEAST ONE DENTAL SCREENING DURING PREGNANCY.

OBJECTIVES

1. Pregnant women will be educated about the effects of dental health on the health of the fetus, the need for dental services before and during pregnancy, and made aware of community resources for dental services.

ACTIVITIES

All pregnant women will be educated on the relationship of poor dental health and their overall health status. The impact on their unborn baby will be discussed. Feedback from the client will help to determine issues that prevent client(s) from obtaining this care. Women will be given a list of providers and will be assisted in transportation to the dentists if needed.

OUTCOMES

98 % educated

2. Completed referrals for dental screening services will increase from 65 % to 75 %.

75 % completed referrals

Fear of dental work and lack of providers have been found to be the greatest barriers to dental care. CHWs will assist clients and their children in overcoming their fear of dental work. Referrals will be made accordingly. Transportation will be provided until other arrangements can be made. Provider list will be continually reviewed and updated. Clients will be strongly encouraged to keep any dental appointments made. A Federally Qualified Health Center is tentatively scheduled to open Summer 2010 which will provide dental services to our community. This will be instrumental for our clients seeking care, as most dentists in our area do not accept Medicaid.

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 3: ALL PREGNANT AND POSTPARTUM WOMEN WILL BE SCREENED FOR DEPRESSION USING THE AN APPROVED SCREENING TOOL.

OBJECTIVES

- 1.a) All pregnant women will be screened for depression using an approved screening tool.
- b) All postpartum women will be screened for depression using an approved screening tool.

ACTIVITIES

Unrecognized symptoms of depression can not only lead to worsening of symptoms but behaviors that are disruptive to family functioning. The CHWP has been utilizing the Edinburg Scale for the past few years and has helped many women get care for their depression during and after their pregnancy. Untreated post-partum depression can have tragic results. The CHWP has adopted a policy that ALL women who enter our program get screened with the above tool because often times their depression has been unrecognized or untreated. Since the introduction of this tool, the CHWP has helped many women get help with medication, counseling and ongoing care. Advocacy to care has been assisted by managed care behavior case managers in cases where clients were denied appointments due to lack of follow through or needed appointments sooner than scheduled. (unfortunately, in our area, mental health providers are so inundated with clients, appointments are 4-6 months out.) We will continue to screen all women who enter our program.

OUTCOMES

100 % pregnant women screened for depression

100 % postpartum women screened for depression

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

- 2.a) At risk pregnant women will be referred for further assessment.
- b) At risk postpartum women will be referred for further assessment.

80% completed referrals of pregnant women

80 % completed referrals of postpartum women

Women who have demonstrated a need for mental health services will be referred to area mental health providers. CHWs will advocate for early appointments and assist our clients in transportation/child care for them. CHWs will contact managed care providers, behavioral unit to help with advocacy in securing appointments. CHWs will collaborate with PCP if appropriate to assist clients in obtaining proper medication and follow up. Ongoing follow up with counseling, medical/mental health care and group therapy will be strongly encouraged. CHWs will also encourage compliance with medication, stressing the importance of continuing with their meds even if they feel well. The importance of consistent care and follow through will be discussed with our clients. How their mental health state impacts their relationships will also be discussed. Mental health education will be provided as well as referrals as needed.

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 4: PARENTS WILL ENROLL THEIR INFANTS AND CHILDREN IN TIMELY AND CONTINUOUS PRIMARY AND PREVENTIVE HEALTH CARE THROUGH ASSISTANCE IN OVERCOMING BARRIERS TO ACCEPTABLE SERVICES, INCLUDING ENROLLMENT IN MEDICAID, CHILD HEALTH PLUS, AND WIC, FOR THOSE ELIGIBLE.

OBJECTIVES

1. Newborns who complete the first newborn visit within four weeks of birth will be maintained at 100%.

ACTIVITIES

CHWs will educate parents on the importance of routine, timely visits to their physicians. Choosing a medical home for their babies/children as well as themselves will be investigated with the clients. The CHWs will provide clients with a calendar to write appointments down. Prior to delivery, the CHW will ensure a physician has been decided upon. Within 10 days of delivery, the CHWs will contact their client to ensure an appointment has been made and that the client will have made arrangements to get to the appointment with their baby. If there is a problem, the CHW will help to resolve this with the client.

OUTCOMES

100 % newborn visits within 4 weeks

2. Children not enrolled in primary care at CHWP entry who complete enrollment in a medical home will be maintained at least at 95%

Upon admission into the program, the CHW will talk about primary care. If it is found that there is no primary care physician for the children, the CHW will assist the client and obtaining this for her children. The proper use of Urgent Care and Emergency Room will be discussed. The rationale for not using these facilities instead of primary care will be discussed and reinforced. If the client has managed care CHWs will work with their provider to help clients chose a primary care physician.

95 % completed enrollments after CHWP entry

- 3.a) Total eligible newborns enrolled in Medicaid will be maintained at least at 98 %.

98 % total newborns enrolled in Medicaid

- b) Total eligible children enrolled in Medicaid will be maintained at least at 90 %.

90 % total children enrolled in Medicaid

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

clients to inform DSS of any address/phone changes that take place to keep information current. This is the most common problem with recertification. Clients do not get the notification and 'forget' to recertify often causing delays in accessing services.

4. Eligible children for whom enrollment in Child Health Plus is completed will be maintained at least at 95%

95 % enrolled in Child Health Plus

Families not eligible for Medicaid will be assisted and strongly encouraged to apply for FHP & CHP. The facilitated enrollment sites will be given to the client. The benefits of this program will be discussed with our qualifying families. The CHWs will inform families of the documentation they will need for application or how to obtain this documentation. The Coordinator will inform all CHWs of any changes in the program.

5.a) Total eligible newborns enrolled in WIC will be maintained at least at 98 %.

98 % total eligible newborns enrolled in WIC

b) Total eligible children enrolled in WIC will be at least 95 %.

95 % total eligible children enrolled in WIC

All pregnant women who enter the program will be educated on proper nutrition and the benefits of WIC. The CHW will follow up with the client to ensure there is an appointment after baby is born. An appointment will be made if one is not in place already. Parenting women will also be informed of all the benefits of WIC including the economical benefit of this program. All clients will be given information on the current sites of this program, documentation they will need and how to make an appointment. The importance of keeping this appointment will be discussed including how a later appointment can prevent them from providing proper nutrition for their children. CHWs will assist with transportation if this is a problem until resolution is achieved. Clients will be encouraged to communicate special dietary needs to WIC personnel. CHWs will advocate on the clients part if a problem is encountered.

CHWP WORKPLAN
July 1, 2010 – June 30, 2011

GOAL 5: PARENTS WILL BE EDUCATED ABOUT THE NEED FOR CURRENT IMMUNIZATIONS AND WILL BE ASSISTED TO OBTAIN UP-TO-DATE IMMUNIZATIONS FOR THEIR INFANTS AND CHILDREN.

OBJECTIVES

- 1. a) Total infants who are up-to-date with immunization will be maintained at 90%
- b) Total children who complete immunizations will be maintained at least at 95%.

ACTIVITIES

Part of prenatal education will be the discussion of immunizations and why they are important in keeping their baby healthy. The CHWs will also talk about the importance of routine health checks and keeping immunizations on schedule as well as up-to-date. Blank immunization records will be given to our clients to help them keep track of their children's shots. The health of the community with regards to immunizations will also be discussed. If noncompliance is found to be an issue, discussion on this topic will ensue to help CHW discover the client's reason for same with attempt at resolution of this problem.

OUTCOMES

90 % of infants current with immunizations

95 % of children current with immunizations

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 6: FAMILIES WILL RECEIVE EDUCATION ON LEAD POISONING PREVENTION AND CHILDREN WILL BE ASSISTED AND REFERRED FOR SCREENING.

OBJECTIVES

1. All homes will be assessed for risks of childhood and prenatal lead exposure and appropriate referrals made.
2. All families with children under 6 years of age will receive education about risks and prevention of lead poisoning.
3. a) Infants up-to-date with lead screening will be maintained at least at 90%.
b) Children up-to-date with lead screening will increase from 75% % to 80 %.

ACTIVITIES

All clients' homes will be assessed for environmental hazards including possible sources of lead exposure. We will continue to use the Home Safety Check list. Those requiring further intervention will be forwarded through the proper channels. The CHWs/Coordinator will collaborate with the Environmental Health Department in educating the community and landlords on Lead exposure and poisoning. Education on sources of Lead exposure and poisoning will be given to all families enrolled in the CHWP. Parenting families with small children will be given education on sources of Lead exposure and poisoning, along with the risks and prevention. Families will also be informed of how good hygiene, clean houses, and optimal nutrition can reduce the risk of exposure and Lead poisoning. Families in need of cleaning supplies and a HEPA vacuum will be referred to the Oneida County Lead Poisoning Prevention Program. HEPA vacuums are available for use through this program. As part of education on Infant Care, CHWs will address the need for Lead testing of their babies. Because many of our clients are discharged prior to their babies first birthday, we educate and reinforce the need for this screening and the importance to their baby's health. If the client is living in a known high Lead area, we will discuss the importance of having their children tested as well as themselves, especially if she is pregnant.

OUTCOMES

98% homes will be assessed for environmental hazards including Lead risks.

98% of families will be educated on risks and prevention of lead poisoning.

90 % infants lead screened

80 % children lead screened

CHWP WORKPLAN
July 1, 2010 – June 30, 2011

GOAL 7: FAMILIES WILL BE INFORMED OF HIV RISK FACTORS, MEASURES TO PREVENT TRANSMISSION, AVAILABILITY OF HIV COUNSELING AND TESTING, AND WILL BE ASSISTED TO RECEIVE HIV TESTING AND OTHER RELATED SERVICES.

OBJECTIVES

1. All women of child bearing age will be educated about risks, prevention measures and community resources.
2. All pregnant women will know about the effectiveness of antiretroviral therapy in preventing perinatal transmission and will discuss HIV C & T with their prenatal provider.

ACTIVITIES

As part of our commitment to community education, HIV information is distributed at all Health Fairs and our teen support groups. Open discussion at our teen support groups is encouraged in order to facilitated knowledge and encourage safe sex behavior. Information on resources in our community is also given.

All admission packets contain education on HIV transmission, impact on unborn babies, antiviral therapy and safe sex. It is our practice that this information is given on the first visit in the event the client refuses further home visits. CHWs strongly encourage women to get tested if they believe they may have been infected. We also encourage women to have this discussion with their partner to get tested as well. Information on community resources is also given at this time.

OUTCOMES

100% educated

100 % pregnant women receiving specific referrals

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 8: FAMILIES WILL BE AWARE OF THE RISK FACTORS ASSOCIATED WITH PRENATAL SUBSTANCE USE, INCLUDING TOBACCO AND ALCOHOL USE, AND INDIVIDUALS AFFECTED BY OR AT RISK FOR SUBSTANCE ABUSE WILL BE REFERRED TO APPROPRIATE SERVICES.

OBJECTIVES

1. Pregnant women and other family members will be educated about the effects of substance use, including impact of alcohol and smoking on the health of the fetus.
2. Clients will be screened and made aware of community resources
3. Completed referrals for substance abuse services will be maintained at 80%.

ACTIVITIES

Between the first and third home visit, CHWs will discuss the impact of substance abuse, including alcohol and tobacco on their baby. Physiological changes in simple language that happen harming their unborn baby will be discussed. Information on community resources will be given, as well as encouragement to seek these resources out. Advocacy and support will be demonstrated by the CHW if a client is seeking cessation of this behavior.

All women who come through the program will be screened for substance abuse. Community resources will be discussed and encouraged. 100% clients will be screened and made aware of community resources.

CHWs will encourage the cessation of high risk behaviors. Clients will be assisted through the referral process as indicated. CHWs will collaborate with JCTOD and Insight House for assistance with referrals.

OUTCOMES

100% pregnant women will be educated the effects of substance abuse, smoking, and alcohol on the health of the fetus.

80 % completed referrals

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 9: FAMILIES WILL BE EDUCATED ABOUT DOMESTIC VIOLENCE AND THOSE NEEDING ASSISTANCE WILL BE HELPED TO ACCESS APPROPRIATE SERVICES.

OBJECTIVES

1. Pregnant women and other family members will be educated about domestic violence.
2. Clients will be screened and made aware of community resources.
3. Completed referrals for domestic violence services will increase from 60 % to 80 %.

ACTIVITIES

All women in our program will be educated on the cycle of violence with the use of culturally sensitive material and feedback. All CHWs will take necessary precautions with suspected victims of domestic violence to ensure the client's safety.

All women in our program will be screened for signs of physical or emotional abuse. The CHWs will continue to provide emotional support and encouragement while assisting in formulating a back-up plan as needed including the current resources in the area.

As indicated clients will be assisted with referrals, transportation and accompanied as needed to a safe house program in their area. The CHWP will work closely with DSS, law enforcement and YWCA to advocate for services and collaborate with these agencies for safe housing.

OUTCOMES

100% families will be educated about domestic violence.

98% women screened for domestic violence.

80 % completed referrals

248

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 10: WOMEN OF CHILD-BEARING AGE WILL BE INFORMED ABOUT EFFECTIVE FAMILY PLANNING METHODS AND WILL BE ASSISTED TO RECEIVE TIMELY AND APPROPRIATE SERVICES, INCLUDING ENROLLMENT IN THE FAMILY PLANNING BENEFIT PROGRAM OR OTHER PUBLIC INSURANCE PROGRAMS FOR WHICH THEY ARE ELIGIBLE.

OBJECTIVES

1. Family planning education will start in the third trimester for pregnant women and be reinforced early postpartum. All women of child-bearing age will receive current information about effective family planning methods consistent with their culture and lifestyle.

2. Completed referrals for family planning services will increase from 85 % to 90 %.

3. Completed referrals to Family Health Plus, FPEP or FPBP for postpartum women who will lose Medicaid eligibility will be maintained at 95%.

ACTIVITIES

Education on child spacing will be started in the third trimester. Information for the client to review will be given in the admission packet covering up to date family planning methods. Clients will also be given information on extension of benefits under Medicaid for family planning services. CHWs will be current on payment sources for these services under Medicaid contract. The CHWs will continue to be sensitive with our clients with regards to family planning methods vs no plan. CHWs will work closely with Planned Parenthood to keep current on information for family planning. Throughout pregnancy and especially during the third trimester, CHW and client will discuss client's feelings on family planning. If client decides on Depo-Provera, client will be strongly encouraged to get the first shot in the hospital. Within 2 weeks of baby's birth, the CHW will make a post-partum home visit and check on clients' follow up appointments and assist the client as needed.

All clients payor source will be reviewed around the time of anticipated delivery to determine whether or not they will continue to be eligible for ongoing Medicaid enrollment. If found to be

OUTCOMES

100% women will receive family planning information.

90 % completed referrals

95% completed referrals to FHP, FPEP or FPBP

Contractor:
Contract #

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

ineligible for Medicaid they will be referred to FHP. Written information will be available to the client on this program. CHW will explain the FPEP/FPBP. The client will be informed that they can go to Planned Parenthood at which time an application will be done and submitted to DSS. The CHW will attempt to stay involved to assist these women with this process until completed. Women who qualify for this program will be strongly encouraged to apply. On going in-services will be provided to the CHWP in order to facilitate this enrollment process and keep current with guidelines.

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 11: ALL CHILDBEARING WOMEN WILL BE EDUCATED ABOUT THE BENEFITS OF BREASTFEEDING, SUCCESSFUL TECHNIQUES AND AVAILABLE SUPPORT SERVICES AND WILL RECEIVE INDIVIDUAL SUPPORT WHEN NEEDED.

OBJECTIVES

1. Postpartum women who breast-feed at time of hospital discharge will increase from 45 % to 55 %.
2. Postpartum women who breast-feed for at least six weeks will increase from 35 % to 45 %.
3. Postpartum women who breast-feed for at least six months will be maintained at least at 15%

ACTIVITIES

CHWs will encourage breastfeeding with all our clients. CHWs will discuss all the benefits of breastfeeding and offer support. Information with regards to WIC and breastfeeding moms will be given. The CHWP has a certified lactation counselor and is available for one-on-one support and education for any women who wants this support.

As time progresses, these numbers tend to fall. As a program we have found a number of reasons for this: Namely entering the work force/returning to school. The process of preparation is found to be inconvenient and there is a lack of family/friend support in this. "Bottles are much easier" seems to be the response. Despite our efforts for future planning, 50% of the women have stopped. We will continue to help women develop workable solutions to address their future needs in hopes they will find that this is easy to do with some planning. We will investigate ways that this will help women on an individual basis as their situations are as individual as they are. CHWs will share successful strategies/ideas at monthly staff meetings in order to help accomplish our goals.

Support is crucial during this time. Our hopes that if we can keep women breastfeeding for 6 weeks and longer with successful strategies we can reduce the numbers of women giving up.

OUTCOMES

55 % breastfed at hospital discharge

45 % breastfed for at least six weeks

15 % breastfed for at least six months

CHWP WORKPLAN
July 1, 2010 – June 30, 2011

GOAL 12: ALL FAMILIES WILL RECEIVE EDUCATION ON MILESTONES OF INFANT AND EARLY CHILDHOOD DEVELOPMENT AND INFANTS AND CHILDREN WILL BE SCREENED USING THE ASQ AT 4, 8, 12, 24 AND 36 MONTHS.

OBJECTIVES

1. a) All infants will receive ASQ screenings at 4, 8, 12, 24 and 36 mos.
- b) All other siblings in the family under 5 years old will receive at least 1 ASQ screening at the appropriate interval.
2. At risk infants and children will be referred to a local early intervention program for further assessment.

ACTIVITIES

CHWs will discuss ASQs and the rationale with all pregnant/parenting women. Importance of participation of at the very least 4 month ASQ will be stressed. Infant development will be discussed at home visits during the last trimester and reinforced upon the first postpartum home visit. CHWs will reassure all parents that infants/children progress at their own rate; ASQs are only a helpful tool to track developmental milestones. However, if there are any concerns, EI will be notified with parents' permission.

Procedure has been in place for a number of years with Health Department programs. Use of ASQs help personnel to discuss results with parents and make the appropriate referrals. We will continue with this process as we have been successful with this procedure.

OUTCOMES

80 % ASQ completed for infants

75 % ASQ completed for other siblings

98 % EI Referrals

CHWP WORKPLAN

July 1, 2010 – June 30, 2011

GOAL 13: ALL CHWP STAFF HAVE COMPLETED REQUIRED CORE CHWP TRAINING: PART I, PART II AND PART III AND RECEIVE OTHER CONTINUING EDUCATION AND MENTORING TO SUPPORT THEIR ROLE. ALL CHWP COORDINATORS WILL ATTEND ANNUAL COORDINATOR'S TRAINING AND WILL RECEIVE OTHER CONTINUING EDUCATION AND MENTORING TO SUPPORT THEIR ROLE.

OBJECTIVES

1. **PART I** - Program Coordinators will be familiar with PART I of Core Training, Implementation and Management of a CHWP and ensure all CHWs are orientated to the job.
- 2.a) **PART II** - Program Coordinators will be familiar with PART II Core Training and ensure all CHWs complete PART II of Core Training, Preparing the CHWs to Serve the Target Population.
- b) Program Coordinators will provide ongoing training/in-service education on appropriate topics.
3. **PART III** - All new CHWs and Program Coordinators will successfully complete PART III of Core Training, Case Finding and Case Management.

ACTIVITIES

Coordinator and staff have received Core Training. Any new CHWs will receive this training as well. Review of this training will be included in monthly staff meetings, as reinforcement of this education. The coordinator will ensure that education of all topics of concern will be provided.

Any new CHWs will be sent for this training. At present, all CHWs have received Core training. Program coordinator will provide on going training for CHWs that will enhance their ability to provide education and advocacy for our target population. CHWs will also participate in all Health Department updates that may have impact on their clients present and future.

Coordinators will continually review client charts and discuss with individual CHWs at case conferences. Importance of good case management and education of same will be stressed and enforced during individual case conferences and at staff meetings. Recent changes in the CHW narrative have been quite helpful to keep documentation organized and pertinent.

OUTCOMES

100 # staff completed PART I

100 # staff completed PART II

100 # staff completed ongoing training /in-service

100 # staff completed PART III

**CHWP WORKPLAN
July 1, 2010 – June 30, 2011**

4. Program Coordinator will attend annual Coordinator's training, and ongoing training/in-service education on appropriate topics.

100% attendance at ongoing training/education on appropriate topics.

Program coordinators will continue to attend annual CHWP trainings provided by Womens Bureau of Health, as well as in-services/trainings provided by the Oneida County Health Department. Program coordinator will also attend meetings with collaborative agencies to keep current on information, resolve problems and network for area updates in services in our community.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

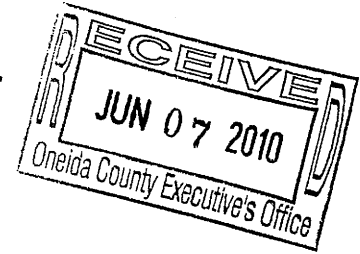
GAYLE D. JONES, PHD, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

June 3, 2010

FN 20 10-263



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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Health Department (OCHD) was one of twelve counties that received Phase IV funds to continue H1N1 vaccination activities. The purpose of the Public Health Emergency Response (PHER) Phase IV grant is to provide the funding needed to support the 2009-2010 H1N1 vaccination campaign.

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

To: A4092.295 – Other Equipment.....	\$21,000
A4092.425 – Training & Special Schools.....	2,000
A4092.492 – Computer Software & Licenses.....	17,000
A4092.495 – Other Expenses.....	60,000
Total:	\$100,000

This appropriation will be supported by revenue in A3481 – State Aid – Emergency Preparedness for \$100,000

I respectfully request that this supplemental appropriation be presented to the full board of legislature by June 30, 2010.

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

Sincerely,

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

Cc: T. Keeler, Director of Budget

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

Anthony J. Picente, Jr.
County Executive

Date 6/8/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 10 AM 10:08

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 06-03-10

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation X

Transfer

Fiscal Year 2010

1.) Appropriation or Transfer Description –

Cost Center: Pubic Health- Emergency Preparedness Program / 4092

To: Other Equipment -	21,000
Training & Special Schools -	2,000
Computer Software & Licenses –	17,000
Other Expenses –	60,000

2.)Activity or Service –

Funds will be use to support the 2009-2010 H1N1 vaccination campaign. These funds are to be used exclusively to continue the H1N1 vaccination campaign focusing on the following groups:

- **Underserved and vulnerable population**
- **Racial and ethnic minorities**
- **Population groups that consistently have lower than average seasonal influenza vaccination coverage rates**
- **Population groups disproportionately affected by lower than average seasonal influenza vaccination coverage rates**
- **Adults with chronic conditions**
- **Phase IV funds should also be used to continue vaccination of the general public**

3.)Client population to be served –

Residents of Oneida County

Explanation of Appropriation /Transfer –

These additional funds are a result of the H1N1 outbreak and the critical role that local Health Departments play in emergency preparedness. Oneida County is one of twelve counties that received Phase IV funds. These funds will be use for the following:

- **Mass flu vaccination campaign (printing, web, PSA's, radio, television, etc.)**
- **Vaccine tracking system**
- **Laptop encryption software**
- **IT training for IT support**
- **Back up power supply – generator for clinic**
- **Strategic national stockpile equipment and supply tracking system**

5.) Funding Source –

New York State Department of Health/Health Research Inc.

Oneida County Department Staff Comments:

Funding for the period ending July 31, 2010



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

June 10, 2010

FN 20 10 - 264

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

Dear Chairman Fiorini,

Effective August 12, 2009, the New York State Comptroller requires all elected and appointed officials who are members of the New York State Retirement System and do not participate in the County's payroll time system to maintain a "Record of Activities" for a period of three months. The Legislators who participate in the retirement system have maintained a "Record of Activities" for February, March, and April, and have until June 29, 2010 to submit the log to the Clerk of the Board. Following their submission, the Board of Legislators must pass a resolution stating the average days worked per month for each member of the Retirement system (**Note: non-members are not required to participate in the record keeping, nor are they required to be included in the Resolution**). Each member may submit a new "record of Activities" for a different three month period if they feel that the current "Record" is not reflective of their actual time worked.

The outcome of each members "Record of Activities" will be the major factor in the calculation to determine each member's annual service credit. That calculation is the responsibility of the New York State Comptroller's Office. The "Record of Activities" log book must be kept on file in the Clerk of the Board's Office for a period of ten (10) years following approval of the resolution. Furthermore, as newly elected officials become members of the retirement system, or if current elected officials join the system, they will be required to maintain a "Record of Activities" log for a period of three months. Once an individual completes their "Record of Activities," they will not be required to maintain a new one at the beginning of their next term of office.

This requirement also includes appointed employees. If these employees participate in the payroll time keeping system, they are not required to keep a "Record of Activities" log, but they must be included in the resolution. It may be necessary to pass an annual resolution listing these employees as new terms of employment begin.

I therefore respectfully request that the Board of Legislators approve a resolution establishing the standard work day and reporting days for the New York State and Local Employees Retirement System for certain county officials at the July 14, 2010 meeting. I will provide the resolution as soon as all calculations are completed. Thank you in advance.

Sincerely,

Mikale P. Billard
Clerk of the Board

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 JUN 14 PM 2:13

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Understanding Your Responsibilities

Overview

A [new regulation](#) which more clearly defines the process for reporting time worked by elected and appointed officials became effective August 12, 2009. This presentation describes your responsibilities as an elected or appointed official under the new regulation and how they differ from the previous process.

The new regulation adds additional requirements for both employers and elected and appointed officials including:

- An expanded record of work-related activities,
- A more detailed standard work day resolution and
- Specific time frames within which requirements must be completed.

These requirements help ensure elected and appointed officials receive accurate service credit and the retirement benefits they've earned.

The new regulation applies to all elected and appointed officials who:

- Are members of the Retirement System and
- Do not participate in an employer's time keeping system that shows hours worked. (This includes systems that keep track of accruals used and attest that, other than time charged to accruals, full hours were worked.)

The new regulation applies to new terms of office or appointments beginning on or after August 12, 2009. The first time these new requirements will affect currently serving elected or appointed officials is the start of the term after their next election or appointment to office. View our [decision tree](#) if you need assistance.

For more information, check out our [FAQ's on the new regulation](#), or [email our Member & Employer Services Bureau](#).

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Regulation on Reporting for Elected or Appointed Officials

315.4 Additional reporting requirements for elected or appointed officials of a participating employer.

(a) Record of Work Activities.

(i) Except as otherwise provided in this subdivision, an elected or appointed official shall record his or her work activities for a period of three consecutive months. Such requirement shall not apply to any elected or appointed official who is not a member of the Retirement System nor to any elected or appointed official whose employer maintains a daily record of actual time worked. In recording work activities, such official may include time outside the normal working hours that requires his or her attention to attend to official duties, including responding to an emergency, attending an employer sponsored event, or meeting with or responding to members of the public on matters of official business. Such record of activities shall be completed within 150 days of taking office and shall be submitted by such official to the secretary or clerk of the governing board within 180 days of taking office. Such record of activities shall be accepted by such secretary or clerk as submitted without alteration thereof. An elected or appointed official who has prepared a record of activities pursuant to this subdivision for a previous term, may certify in writing to the governing board within 180 days of taking office that his or her duties, responsibilities and hours have not substantially or materially changed. A record of work activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained. Each such record of activities and any subsequent certification shall be retained by the employer for a period of at least ten years and full and complete copies thereof shall be provided to the State Comptroller upon his or her request.

(ii) In the event the initial recording of work activities for a period of three consecutive months is not representative of the average number of hours worked by the elected or appointed official, he or she may record work activities during the same calendar year for an alternative period of three consecutive months which is representative of the average number of hours worked by such official. Such alternate record of work activities shall be submitted to the governing board.

(b) Standard Work Day and Reporting Resolution.

In addition to the reporting requirements set forth in subpart 315.3 of this Part, and for the sole purpose of reporting days worked to the Retirement System, the governing board of a participating employer of an elected or appointed official shall establish, by resolution, a standard work day for each elective or appointive office or position. Such resolution shall indicate: (i) the number of hours prescribed as a standard work day for each such elective or appointed office or position; (ii) the expiration of the term for each such office or position; (iii) that the employer maintains an actual daily record of time worked for the elected or appointed official or that the official holding the office has recorded and

submitted to the clerk his or her work activities for a period of three consecutive months; and (iv) for each elected and appointed official who has submitted a record of work activities pursuant to paragraph (i) of subdivision (a) of this section, the total number of days per month to be reported based upon such record of work activities. For the purpose of determining days worked, no fewer than six hours nor more than eight hours shall be established as a full-time standard work day. Such resolution shall be adopted no later than the first regular meeting held 180 days following commencement of the term of office and shall be applicable to employers whose elected and appointed officials are members of the Retirement System and are reported to the Retirement System by the employer. In the event an official submits an alternate record of activities pursuant to Paragraph (ii) of subdivision (a) of this section, the governing board may pass an additional resolution amending the maximum total number of days per month that will be reported for such official and directing the appropriate personnel to submit an adjustment report amending the number of days previously reported to the Retirement System.

(c) Resolution: Filing and Posting Requirements.

The resolution required by subdivision (b) of this section shall be posted on the employer's website for a minimum of thirty days or, in the event the employer does not maintain a website available to the public, such resolution shall be posted on the official sign-board or at the main entrance to the office of the clerk for the municipality or similar office of the employer for a minimum of thirty days. A certified copy of the resolution and an affidavit of posting shall be filed by the secretary or clerk of the governing board with the Office of the State Comptroller within 45 days of the adoption of the resolution. The failure of the governing board to adopt such resolution shall result in the suspension of service crediting and Retirement System membership benefits for the elected or appointed official until such time as the resolution is adopted, posted, and filed with the Comptroller. In the event the governing board submits an additional resolution amending the maximum total number of days per month that will be reported for an official pursuant to subdivision (b) of this section, such additional resolution shall be subject to the posting and filing requirements set forth in this subdivision.

Understanding Your Responsibilities

Your Record of Work Activities (Log)

If you are an elected or appointed official who is member of the Retirement System and your term of office or appointment starts on or after August 12, 2009 you must keep a record of all your work-related activities (log) for three consecutive months unless you participate in your employer's time keeping system that shows hours worked. This includes systems that keep track of accruals used and attest that, other than time charged to accruals, full hours were worked.

The log must show a daily detail of hours worked and duties performed that are directly related to your elected or appointed position. You can include duties performed outside normal business hours as long as they are work related. See examples of appropriate and inappropriate activities .

You must complete your record within 150 days of the start of any new term or appointment. Once you've prepared this log, it's also your responsibility to submit it to the clerk of your governing board no later than 180 days of taking office.

If your term of office started prior to August 12, 2009, you still must keep a record of work activities for a one-month period and submit it to your governing board. Although we encourage everyone to keep a three-month log, the regulation doesn't require this until the start of the term after your next election/appointment.

If, after preparing your initial three-month record of work activities, you decide it is not representative of the average number of hours you generally work, you may submit a new record for an alternate three-month period. Preparing this new record of work activities will help your employer accurately determine your number of days worked for the Retirement System report and help you receive a timely and accurate benefit when you retire.

You should keep new record of work activities periodically — especially if your duties and hours change — to ensure the days worked being reported for you are accurate. However, if you feel a previously submitted three-month log is still representative of your time worked, you may certify in writing to the governing board that your responsibilities and hours have not changed substantially. A record of work activities cannot be valid for more than eight years.

The legislative clerk or secretary must retain records of work activities for at least ten years and provide full and complete copies to the Office of the State Comptroller upon request.

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Understanding Your Responsibilities

The Standard Work Day and Reporting Resolution

Just as hourly or salaried positions must have standard work days, elected and appointed officials must have them too. Without a standard work day, there's no way your employer can determine the correct number of days you worked to report to the Retirement System. Since days worked are the basis for service credit and retirement benefits are based in part on service credit, it's critical that the reported number of days worked are accurate.

The governing board establishes standard work days by adopting a standard work day and reporting resolution [§](#). The resolution must list the employee title (e.g. town clerk, town justice, etc.) and the number of hours in the standard work day for that title. For Tier 2, 3 and 4 members, the minimum number of hours in a standard work day is six, while the maximum is eight.

An employer may establish several standard work days for different positions. For example, all elected officials may have a six hour standard work day, all clerical workers seven and a half hours, and all laborers eight hours. An employer may also establish several standard work days for the same title, depending on the job duties.

In addition to the employee title and standard work day, the resolution must:

- Identify the term of office and expiration for each elected and appointed official;
- Attest that each official has submitted a sample three-month log or time sheets of actual time worked; and
- Specify the number of days per month to be reported for each official based on his or her log.

The resolution must be adopted at the first regular meeting held after the first 180 days of a new term, or whenever a new elected or appointed office is established. The resolution must be posted on the employer's public website for at least 30 days or, if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. An affidavit of the posting [§](#) and a copy of the resolution must be filed with the Office of the State Comptroller within 45 days of adoption.

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Understanding Your Responsibilities

Frequently Asked Questions

1. I've never been asked to keep a record of activities before. Was I supposed to?

Since 1976, every elected or appointed official who is a member of the Retirement System has been required to keep a record of work activities and submit it to his/her governing board if you do not participate in your employer's time keeping system which shows hours worked. (This includes systems that keep track of accruals used and attest that, other than time charged to accruals, full hours were worked.)

2. When do I have to submit my record of activities to the clerk of the governing board?

Effective August 12, 2009, you have to prepare your log within 150 days of the start of a new term or appointment, and you have to submit it to the clerk no later than 180 days of taking office. See our [decision tree](#) for help determining what to do and when to do it.

3. My term of office began before August 12, 2009. What does this new regulation mean to me? How do I comply with it?

The first time these new requirements will affect those who are currently serving as elected or appointed officials will be the start of the term after their next election/appointment to office.

4. Do I have to submit a record of my work activities if my term of office began before August 12, 2009?

You still have to keep a log and submit to your governing board. Since your term began prior to August 12, 2009, you are only required to keep a log for one month. We encourage everyone to keep a three-month log, but the regulation doesn't require this until the start of the term after your next election/appointment to office.

5. I was appointed to my position prior to August 12, 2009 and serve continuously. Will the new regulation apply to me?

Yes. Your term is considered to be cotermious with your appointer's term of office. You will need to comply with the requirements of the new regulation at the beginning of your appointer's term after his or her next election or appointment to office.

6. What should I do if I take a two week vacation during the three-month time period when I'm keeping a record of my work activities?

You should extend your record by two weeks.

7. I already submit time sheets. Do I also need to keep a log?

Not if your time sheets track the actual hours you've worked. Like the regulation it amends, new regulation 315.4 does not require officials who already submit records of the time they've worked to keep a log.

8. Could you give me examples of activities that are, and are not, considered work-related?

Work-related activities can include attending an employer-sponsored event, addressing constituent matters and responding to an emergency. Activities that should be excluded from your log are hours spent attending electoral and campaign events, attending a candidates forum, on call time and time spent socializing after board meetings.

9. I know that I cannot receive service credit for electoral fundraisers, but how about other events like attending testimonial dinners or fundraising events for not-for-profit organizations?

An event can be included on your record of activities (log) if you attended in your capacity as an elected or appointed official — not as a private citizen. For example, a testimonial dinner at which you presented a formal proclamation would be considered work-related and could be included in your log. However, a fundraising dinner for a not-for-profit organization on whose board you sit as a private citizen cannot be included.

10. What should I do if, after preparing a record of work activities for three consecutive months, I decide that the log isn't a good representation of the time I actually work?

You can submit a new record of work activities for a different three-month period.

11. Do I need to keep a log each time I begin a new term?

If you feel a previously submitted three-month log is still representative of the time you actually work, you can certify in writing that your duties, responsibilities and hours have not changed substantially. You would submit your written certification to the governing board no later than 180 days of taking office. A record of work activities can be valid for up to eight years.

12. Who can I contact if I have questions about following these new regulations?

You can always [email our Member & Employer Services Bureau](#) if you are unsure about how to correctly comply with this

new regulation.

[\(Return to Top\)](#)

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ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

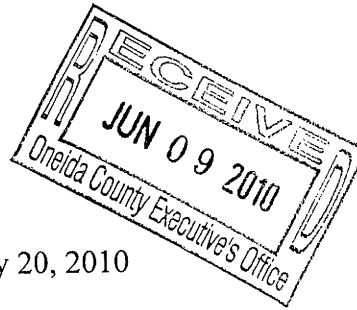
Dawn Catera Lupi
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Todd C. Carville
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Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

FN 20 10 - 265

PUBLIC SAFETY

WAYS & MEANS



May 20, 2010

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

Dear Mr. Picente:

I am requesting your approval, as well as that of the Board of Legislatures, for the following supplemental appropriation. The transfer of funds from A3430.109 to A3430.103 for the overtime of two (2) Oneida County District Attorney Investigators who were previously employed by the Oneida County Sheriff's Office. The money that was budgeted in A3430.109 was originally budgeted for the two (2) investigators when they were members of the Oneida County Sheriff's Office assigned to the Drug Enforcement Task Force.

TO: A3430.103 Overtime \$10,000.00

This transfer does not represent any increase in the Drug Enforcement Task Force budget.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

Thank you.

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

Anthony J. Picente, Jr.
County Executive
Date 6/10/10

Sincerely,

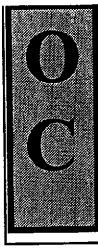
Scott D. McNamara
Oneida County District Attorney

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ONEIDA COUNTY LEGISLATURE
2010 JUN 14 AM 11:40

cc: Honorable Gerald J. Fiorini, Chairman
Honorable David J. Wood, Majority Leader
Honorable Patricia A. Hudak, Minority Leader
Honorable Michael Waterman, Chairman, Courts & L.E. Comm.
Honorable Les Porter, Chairman, Ways & Means Committee
Honorable Richard Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



EMERGENCY MANAGEMENT Kevin W. Revere – Director
120 Base Rd * Oriskany, NY 13424 (315) 765-2526 * Fax (315) 765-2529

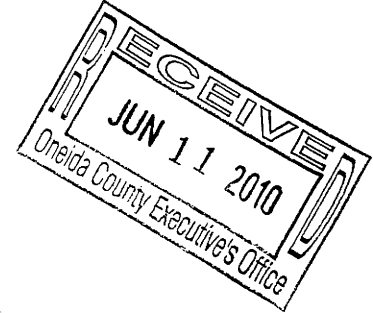
FN 20 10-266

June 10, 2010

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

PUBLIC SAFETY

WAYS & MEANS



Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State of Homeland Security in the amount of \$356,965. These funds shall be used for the Homeland Security effort in Oneida County. These funds are from FY'09 program year and must be expended by June 30, 2012.

Please seek the Oneida County Board of Legislators approval of the acceptance of this grant. Also please ask for the board's approval to increase Capitol Project H-346 (Emergency Preparedness) \$356,965. to allow for the expenditure of these unanticipated funds on our Homeland Security efforts in Oneida County.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Kevin W. Revere
Director

CC: T. Keller, Budget
L. Dillon, County Attorney
J. Timpano, Audit and Control

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ONEIDA COUNTY LEGISLATURE

2010 JUN 14 AM 11:40

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

Anthony J. Picente, Jr.
County Executive

Date 6/14/10

2500



New York State
Office of Homeland Security

THOMAS G DONLON
DIRECTOR

September 9, 2009

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

Dear Mr. Picente, Jr.:

I am pleased to announce that Oneida County has been awarded \$583,000 from the FY09 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). In accordance with the federal guidance for this program, 25 percent of this award must be spent in support of law enforcement initiatives. Additionally, due to the H1N1 outbreak and the critical role that the Local Health Departments (LHDs) play in health emergency preparedness, the New York State Office of Homeland Security (OHS) and Department of Health (DOH) have identified funding from this award to support LHDs. In order to meet the program and reporting requirements of this grant program, we will initiate three separate contracts with your county as outlined below.

A SHSP contract in the amount of ~~330,965~~ will be initiated to provide funds to support the implementation of the State Homeland Security Strategy and address the identified planning, equipment, training and exercise needs for acts of terrorism and other catastrophic events.

A State Law Enforcement Prevention Program (SLETPP) contract in the amount of \$145,750 will be initiated to provide funds for the law enforcement community to support their terrorism prevention and preparedness efforts. I strongly encourage that funding be utilized for prevention initiatives consistent with the local Counter Terrorism Zone (CTZ) strategy. This would allow these fiscal resources to be utilized for seamless and effective counter terrorism information sharing, including necessary planning, training, counter terrorism investigation functions, equipment and exercises.

A State Local Health Department Program (SLHD) contract in the amount of \$80,285 will be initiated to provide funds for the local health departments to support their health emergency preparedness efforts. This project will be implemented in coordination with funding being provided through the NYS DOH and will follow DOH guidelines for project deliverables.

Enclosure 1 is a brief Executive Overview regarding SHSP, SLETPP and SLHD guidance.

1220 Washington Avenue, State Office Building Campus
Building 7A - 6th Floor
ALBANY, NY 12242

Enclosure 2a and 2b are forms to designate a point of contact for each of these three programs. I specifically request that the SLETPP contact be a member of the law enforcement community, and someone who is familiar with the local CTZ efforts and strategies and the SLHD contact be from the County Health Department. Please complete the form and immediately fax it to the Federal Grant Program Administration Division at (518) 485-0146.

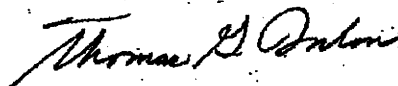
Program guidance, application instructions and a data collection spreadsheet will be sent under separate cover to your designated points of contact. In order for the State to be able to provide these critical funds to you as quickly as possible, your application(s) should be submitted to us electronically via the E-Grants system by November 30, 2009. Upon the receipt and approval of your application, we will execute a standard reimbursement contract. **The separate data collection spreadsheet must be submitted to OHS not later than Wednesday September 30, 2009.** This information is necessary for the State to comply with a DHS mandated reporting requirement by October 5th.

As you coordinate and assemble your plans for this funding we request you consider projects that can be developed regionally with surrounding jurisdictions. All projects must support one or more of the 2009 Investment Justifications. To assist you, Enclosure 3 provides a list of 66 priority projects listed by Investment Justification and associated link to the specific goal and objective in the State Homeland Security Strategy.

Additionally, in order to provide you with immediate assistance, we have established a Grant Assistance Hotline where you can call to receive answers to questions you may have. The toll free number is ~~(860) 437~~-9133 and is available during business hours Monday through Friday.

Thank you for your cooperation in this important public safety endeavor.

Sincerely,

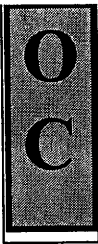


Thomas G. Donlon
Director

- Encl. 1 – 2009 SHSP and SLETPP Guidance: Executive Overview
- Encl. 2 – Point of Contacts Designation Forms
- Encl. 3 – State Strategy/Priority Project Listing

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



EMERGENCY MANAGEMENT Kevin W. Revere – Director
120 Base Rd * Oriskany, NY 13424 (315) 765-2526 * Fax (315) 765-2529

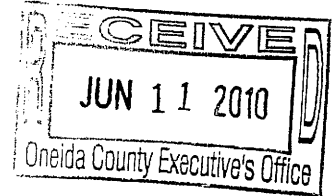
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June 10, 2010

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

PUBLIC SAFETY

WAYS & MEANS



Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State of Homeland Security in the amount of \$299,250. These funds shall be used for the Homeland Security effort in Oneida County. These funds are from FY'08 program year and must be expended by June 30, 2011.

Please seek the Oneida County Board of Legislators approval of the acceptance of this grant. Also please ask for the board's approval to increase Capitol Project H-346 (Emergency Preparedness) \$299,250.00 to allow for the expenditure of these unanticipated funds on our Homeland Security efforts in Oneida County.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Kevin W. Revere
Director

CC: T. Keller, Budget
L. Dillon, County Attorney
J. Timpano, Audit and Control

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

Anthony J. Picente, Jr.
County Executive
Date 6/14/10

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2010 JUN 14 AM 11:40

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October 07, 2008

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

Dear Mr. Picente:

I am pleased to announce that Oneida County has been awarded \$399,000 from the FY08 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). In accordance with the federal guidance for this program, 25 percent of this award must be spent in support of law enforcement initiatives. In order to meet the program and reporting requirements of this grant program, we will initiate two separate contracts with your county as outlined below.

A SHSP contract in the amount of \$299,250 will be initiated to provide funds to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

A State Law Enforcement Prevention Program (SLETPP) contract in the amount of \$99,750 will be initiated to provide funds for the law enforcement community to support their terrorism prevention and preparedness efforts. I strongly encourage that funding be utilized for prevention initiatives consistent with the local Counter Terrorism Zone (CTZ) strategy. This would allow these fiscal resources to be utilized for seamless and effective counter terrorism information sharing, including necessary planning, training, counter terrorism investigation functions, equipment and exercises.

Attached is a form to designate a point of contact for each program. I specifically request that the SLETPP contact be a member of the law enforcement community, and someone who is familiar with the local CTZ efforts and strategies. Please complete the form and immediately fax it to the Federal Grant Program Administration Division at (518) 485-0146.

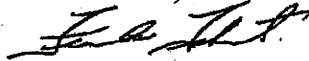
Program guidance for each program and application instructions will be sent under separate cover to your designated points of contact. In order for the State to be able to provide these critical funds to you as quickly as possible, we are requesting that your applications be submitted to us electronically via our E-Grants system by **Thursday**

October 30, 2008. Upon the receipt and approval of your application, we will execute a standard reimbursement contract.

Additionally, in order to provide you with immediate assistance, we have established a Grant Assistance Hotline where you can call to receive answers to questions you may have. The toll free number is: (866) 837-9133 and is available business hours Monday through Friday.

Thank you for your cooperation in this important public safety endeavor.

Sincerely,



Frank Tabert
Deputy Director

Enclosure