

ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS FOR EXPEDITED ACTION FOR BOARD MEETING DATED JULY 11, 2012

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

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

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ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT

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

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

Michael L. Lally

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Michael Waterman, Chairman

June 21, 2012

FN 20 12 - 284

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Chairman Fiorini:

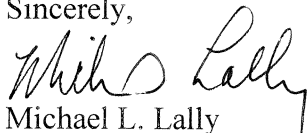
As you know the Oneida County Self-Insurance Plan has its claims handled by a third-party administrator, Utica National Insurance Company. Over the course of the past year, I have identified certain reimbursement irregularities relating to the self-insurance program. Specifically, these irregularities relate to the reimbursement of supplemental benefits paid pursuant to WCL Section 25-a(9) as well as reimbursement from the Special Funds Conservation Committee for claims qualifying under Sections 15-8 and 14-6 of the NYS Workers' Compensation Law.

These issues have been raised with the third-party administrator (Utica National Insurance) and an audit has been requested. In the course of examining this issue, Utica National identified a separate issue relating to the charge back of allocated expenses. The County Attorney's Office and I believe that it would be in the self-insurance program's best interest to bring in an independent consultant with expertise in this area of the law, to assist the self-insurance program in resolving these issues.

Enclosed is a resume and proposed retainer agreement from Christopher Whyland, an attorney, who specializes in this field. I believe it would be in the Plan's best interest to retain him. Pursuant to Local Law #1 of 1956, the Plan's retention of outside counsel requires approval of the full Board of Legislators.

I respectfully request that the attached agreement be approved.

Sincerely,


Michael L. Lally

Oneida County Workers' Compensation Department

Cc: Harris Samuels



CURRICULUM VITAE

CHRISTOPHER M. WHYLAND

4500 Brickyard Falls Road
Manlius, New York 13104
(315) 682-5838 home
E-mail: whyland@twcny.rr.com

Birth: April 16, 1965
Syracuse, New York

(315) 682-3850 work
(315) 682-3851 fax

Education

- LeMoyne College 1999 – 2001 Secondary Education
Department of Education
- Syracuse University 1987 – 1990 Juris Doctorate
College of Law
- Syracuse University 1988 – 1990 MBA; Management Information Systems
School of Management
- University at Albany 1983 – 1987 BA; Criminal Justice

Professional Licenses

- New York State Bar 1991
- Massachusetts State Bar 1991
- United States District Court 1991

Professional Associations

- American Bar Association
- New York State Bar Association
- Onondaga County Bar Association
- New York State Self-Insurers Association

Work Experience

- September 1999 – present Independent Consultant
Work with self-insured employers throughout upstate New York in dispute resolution and to develop/coordinate their workers' compensation policies & procedures. Practice includes self-insured and group self-insured trust audits and the analysis of proposed assessments/exit obligations on behalf of employers; resolution of penalty issues with the Board; and rating disputes with the NYCIRB. Representative list of clients includes Magna Powertrain, L&JG Stickley, Onondaga County, ExxonMobil, Oryx Insurance, Custard Insurance, and SAFE, LLC.
- January 1994 – September 1999 Whyland & Richmond, LLP Founding Partner
Established and developed a law practice specializing in the areas of employment/discrimination law and workers' compensation law. Responsible for the marketing of the firm and the managing the office staff and seven attorneys.

- December 1990 – January 1994 Charles M. Connelly & Associates Attorney
Concentrated in the area of toxic tort litigation and workers' compensation defense.

Other Employment Affiliations

- December 2009 – present Oryx Insurance Vice President of Claims
Responsible for the oversight of claims in New York for the Oryx captive insurance plan.
Assisted in the licensing of the corporation as an authorized third-party administrator in New York State and the management of all complex litigation matters.
- November 2008 – present Custard Insurance Vice President of Claims
Responsible for the oversight of Gallagher Bassett employee claims in New York. Assisted in the licensing of the corporation as an authorized third-party administrator in New York State.
- October 2002 – present SAFE, LLC Vice President of Claims
Responsible for the oversight of claims with the Health Care of New York workers' compensation trust. Assisted in the organization of the Trust and in the licensing of the corporation as an authorized third-party administrator in New York State.
- March 2003 – present The BluePaper, LLC Managing Editor
The *BluePaper* is an on-line newsletter that covers all aspects of workers' compensation in New York State including legislation, judicial updates and claims practices.

-
- December 2006 – Dec 2009 Scibal Associates Vice President of Claims
Responsible for the oversight of claims in New York for the Oryx captive insurance plan.
Assisted in the licensing of the corporation as an authorized third-party administrator in New York State and the management of all complex litigation matters.
 - July 2004 – June 2006 PMA Management Corp. Vice President of Claims
Responsible for the oversight of all claims in New York State. Assisted in the original licensing of the corporation as an authorized third-party administrator in New York State in 1997.
 - January 2002 – 2004 Onondaga County Hearing Officer
Hearing officer presiding over appeals brought pursuant to Section 207c of the NYS General Municipal Law by deputy sheriff officers and police officers in Onondaga County.
 - September 2002 – 2005 Bryant & Stratton College Adjunct Professor
Part time instructor in the Associates Degree program. Courses include a survey course in Business Principles, Economics and Business Law.

Community Affiliations

- March 1997 – June 2005 Vera House Foundation Trustee/Vice President
The Vera House is a not-for-profit human service agency providing direct client service, community education, and community planning with a primary focus on domestic violence and the needs of women in crisis and their families. Previously served as the Foundation Treasurer from 1998 to 2003. Member of numerous standing committees including the executive committee and finance committee. Also served on the Executive Director Search committee and the agency strategic planning committee.

Publications, Presentations and Lectures

- January 2012 Guest speaker at the NYS Self-Insurers Association annual meeting, New York, New York. Topic: 2011 Appellate Division Case Review
- January 2008 Guest speaker at the NYS Self-Insurers Association annual meeting, New York, New York. Topic: 2007 Appellate Division Case Review
- March 2007 Guest speaker for the Onondaga County Bar Association (CLE course) Syracuse, New York. Topic: Introduction to Workers' Compensation
- January 2007 Guest speaker at the Injured Workers' Bar Association annual meeting, New York, New York. Topic: 2006 Appellate Division case review.
- January 2007 Guest speaker at the NYS Self-Insurers Association annual meeting, New York, New York. Topic: 2006 Appellate Division Case Review
- November 2006 Guest speaker for the NYS Bar Association (CLE course) Syracuse, New York. Topic: Workers' Compensation – Employer's Perspective
- June 2006 Guest speaker at the NYS Self-Insurers Association annual meeting, Saratoga, New York. Topic: The Art of Negotiation
- January 2006 Guest speaker at the Injured Workers' Bar Association annual meeting, New York, New York. Topic: 2005 Appellate Division case review.
- January 2005 Guest speaker at the Injured Workers' Bar Association annual meeting, New York, New York. Topic: 2004 Appellate Division case review.
- November 2004 Guest speaker at the NYS Group Self-Insurers Association annual meeting, Albany, New York. Topic: Course & Scope of Employment
- January 2004 Guest speaker at the Injured Workers' Bar Association annual meeting, New York, New York. Topic: 2003 Appellate Division case review.
- January 2004 Guest speaker at the New York State Self-Insurers Association annual meeting, New York, New York. Topic: 2003 Appellate Division case review.
- November 2003 Guest speaker at the NYS Group Self-Insurers Association annual meeting, Albany, New York. Topic: Claims Administration.
- June 2002 Guest speaker at the New York State Self-Insurers Association annual meeting, Alexandria Bay, New York. Topic: Contracting With a Third-Party Administrator.
- Feb 2002 "Dual Jurisdiction & The Twin Towers, an examination of the issue of dual jurisdiction of workers' compensation claims arising out of the World Trade Center Disaster", (Christopher M. Whyland), Feb. 1, 2002 Lexisone News Service, New York, Matthew Bender Publishing.
- Jan 2002 Contributing author, "New York Workers' Compensation Handbook", (Pitts & Weiss), 2002 Edition, New York: Lexis Publishing (chapter 14, Interaction Between Workers' Compensation and Other Benefit Programs).
- September 2000 Contributing content editor of a comprehensive reference book, "New York Workers' Compensation Handbook", (Pitts & Weiss), 2001 Edition, New York: Lexis Publishing.

- November 1999 Moderator of a panel discussion on the legal implications of the AMA Guides at a joint conference sponsored by the American Medical Association and the Central New York Workers' Compensation Bar Association.
- December 1998 Guest speaker at the Central New York Claims Association, Syracuse, New York. Topic: Loss Transfer.
- June 1998 Guest speaker at the New York State Self-Insurers Association annual meeting, Cooperstown, New York. Topic: Repetitive Stress Injuries.
- August 1997 Speaker at a seminar sponsored by the National Business Institute, Syracuse, New York. Topic: Occupational Stress.
- September 1996 Testified before the New York State Senate Labor Committee on proposed workers' compensation reform legislation.
- June 1995 Guest speaker at the New York State Self-Insurers Association annual meeting, Corning, New York. Topic: Functional Capacity Evaluations.
- March 1993 Speaker at a seminar sponsored by the National Business Institute, Syracuse, New York. Topic: Return to Work programs.

Other Internal Publications:

- Calculating Assessments and Security Deposits for Self-Insured Employers in New York State
- Fraud under the New York State Workers' Compensation law
- Loss Transfer under Section 5105 of the Insurance Law
- Understanding liens on third-party recoveries in New York State
- Recovery pursuant to Section 15-8 of the Workers' Compensation Law
- Management of Repetitive Stress Injuries
- Returning injured workers to work
- A Guide to Settlements under Section 32 of the Workers' Compensation Law
- Occupational Stress

RETAINER AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ CAREFULLY

THIS AGREEMENT is entered into between CHRISTOPHER M. WHYLAND, ESQ. referred to in this Agreement as the "Firm", and the ONEIDA COUNTY SELF INSURANCE PLAN, referred to in this Agreement as the "Client", "I", or as "you".

The undersigned hereby retain CHRISTOPHER WHYLAND, ESQ., 4500 BRICKYARD FALLS ROAD, MANLIUS, NEW YORK 13104, to represent them in connection with various outstanding Workers' Compensation matters and all proceedings related thereto.

The Client, by signing this Agreement and engaging the services of the Firm, represents to the Firm that all possible alternatives have been considered and that the Client is certain that the Firm's legal services are needed at this time. Additionally, the Client represents that a definite decision to retain the Firm has been made to represent the Client's legal interests. It is further understood, that Client hereby assumes all rights and obligations of Oneida County pursuant to the Oneida County - Whyland agreement dated May 16, 2012, and that Oneida County is relieved of all obligations it had due to the terms of that agreement.

Client agrees to compensate CHRISTOPHER WHYLAND, ESQ., for services rendered in connection with the representation at the rate of One Hundred Eighty Dollars (\$180.00) per hour. Authorization for services is limited to a total of twenty (20) hours.

I shall keep you informed of the status of your case, and agree to explain the laws pertinent to your situation, and the available course of action, and the attendant risks. I shall notify you promptly of any developments in your case, including court appearances, and will be available for telephone conversations with you at mutually convenient times. I do insist that appointments be made for personal visits to our offices. Copies of all papers will be supplied to you as they are prepared (unless you request to the contrary).

I understand that if a dispute should arise concerning the Firm's fees, I may seek arbitration, which is binding upon both attorney and Client. The firm shall provide information concerning fee arbitration in the event of such a dispute or upon my request.

It is specifically acknowledged by the Client that this Firm has made no representations to me, express or implied, concerning the outcome of the proceeding presently pending or hereafter to be commenced. The Client further acknowledges that this Firm has not guaranteed and cannot guarantee the success of any action taken by the Firm on the Client's behalf during such proceeding with respect to any matter therein.

The Firm has informed the Client that pursuant to court rule, we are required, as your attorneys to certify court papers submitted by you which contain statements of fact, and specifically to certify that we are aware of no inaccuracies in the court submission. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers are actually submitted to the Court, the accuracy of the court submissions which we prepared on your behalf and which you shall review and sign.

The Client acknowledges that he/she has read this Agreement in its entirety, has had full opportunity to consider its terms and has had full and satisfactory explanation of same, and fully understands its terms and agrees to such terms. The terms and provisions of this Agreement shall be constant and governed in accordance with the laws of the State of New York.

The Client acknowledges that he was provided with and read the Statement of Client's Rights and Responsibilities, a copy of which is attached to this Retainer Agreement.

I have signed and received a copy of this Retainer Agreement this ____ day of _____, 2012.

ONEIDA COUNTY SELF INSURANCE PLAN

By: _____
Oneida County Self Insurance Plan

CHRISTOPHER M. WHYLAND

By: _____
Christopher M. Whyland, Esq.

STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyers and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.

2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.

3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.

4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.

5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.

6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.

7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.

8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.

9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.

10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

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

June 26, 2012

FN 20 12 - 285

PUBLIC WORKS

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

WAYS & MEANS

Dear County Executive Picente,

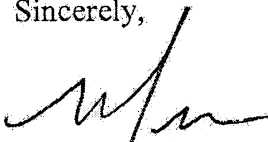
Enclosed is an Agreement between Oneida County and The New York State Woodsmen's Field Days, Inc. There has been a request from the Executive Coordinator Phyllis White for a timber contract to secure trees from the north side of Oneida County Reforestation Area 20 in the Town of Ava off of New York State Route 394. The request is for 60 white pine trees and 20 red pine trees with each white pine containing 160 board feet and each red pine containing 100 board feet with a total of 11,600 mbf @ a rate of \$100/mbf totaling \$1,160.00 revenue.

The NYS Woodsmen's Field Days will be contracting with Spink Lumber to perform the logging work and Spink Lumber will be providing the necessary insurance that covers No. 9 of the attached agreement.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,



Mark E. Laramie, P.E. on behalf of
Dennis S. Davis, Commissioner

MEL/mk
Enclosure(s)

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



Anthony J. Picente, Jr.
County Executive

Date 6/27/12



Oneida County Department: Public Works – Reforestation

Agreement with NYS Woodmen's
Field Days, Inc.

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Public Works Reforestation

Title of Activity or Service: Agreement

Client Population/Number to be Served: Oneida County Residents

Summary Statements:

1) Narrative Description: Proposed Agreement with the NYS Woodmen's Field Days, Inc. for their August 17th through August 19th field days and utilize our trees for their use.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: None

Total Revenue: 1,160.00

Account#A2652

Oneida County Department Funding Recommendation:

Proposed Funding Source: Federal _____ State _____ County _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

10.



June 13, 2012

ONEIDA COUNTY DPW

JUN 14 2012

COMMISSIONER'S OFFICE

Mr. Dennis Davis
Oneida County Commissioner of Public Works
6000 Airport Road
Oriskany, NY 13424

Dear Mr. Davis:

The Board of Directors of the NYS Woodsmen's Field Days, Inc., respectfully requests a timber contract with Oneida County. It is our hope that we are able to secure trees from the north side of Oneida County Reforestation Area 20 in the Town of Ava, off of NYS Route 294.

Under the direction and supervision of Mr. Dave Duerr, we request 60 white pine and 20 red pine be removed and landed upon Oneida County lands. All operational costs will be incurred by our organization. The trees will be processed and later shipped to the Oneida County Fairgrounds in Boonville, NY for use at the 65th NYS Woodsmen's Field Days to be held on August 17-18-19, 2012.

Each white pine will contain 160 board feet. Each red pine will contain 100 board feet. The total footage is 11,600 @ a rate of \$100/mbf. As a result, our office is prepared to issue a check to Oneida County in the amount of \$1,160 for the timber. However, any consideration and/or reduction in the price will be greatly appreciated by our not-for profit organization.

Please contact my office if you have any further questions. Your prompt attention and answer to the aforementioned request is greatly appreciated. Our office looks forward to the opportunity to work with the department in the very near future.

Sincerely,

Phyllis W. White
Executive Coordinator

cc: Dave Duerr, Camden, NY; Carl Kalk, President, NYS Woodsmen's Field Days, Inc.
Les Porter, Oneida County Legislator

P.O. Box 123 • 118-120 Main Street • BOONVILLE, NEW YORK 13309-0123
Phone (315) 942-4593 • Fax (315) 942-4452

//.

AGREEMENT

This Agreement, entered into this ___ day of July 2012, by and between the COUNTY OF ONEIDA, with its principal office and place of business being located at 800 Park Avenue, Utica, NY, hereinafter called "SELLER" and NYS Woodsmen's Field Days, Inc., with its principal place of business being located at 118-120 Main Street, Boonville, New York, 13309, hereinafter called "BUYER".

WITNESSETH:

That for and in consideration of payments and agreements hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following forest products: certain standing trees located from the north side of Oneida County Reforestation Area 20 in the Town of Ava off of NYS Route 294. Under the direction and supervision of Mr. Dave Duerr, the trees will be removed from the Oneida County Reforestation Area as stated above and be removed and landed upon the Oneida-Herkimer Solid Waste properties which are adjacent to Oneida County lands.

1. Buyer will pay to Seller the sum of the current market value for the following forest products:

White Pine	60/\$100 mbf
Red Pine	20/\$100 mbf

Each white pine will contain 160 board feet and each red pine will contain 100 board feet with the total footage being \$11,600 at a rate of \$100/mbf totaling \$1,160.00

2. The parties agree that this sale is on a scaled basis.

3. The Buyer agrees to secure and maintain all necessary rights of way over privately owned roads and lands.

4. Buyer agrees that the Seller does not guarantee the estimated quantity or quality of the stumpage advertised.

5. All trees shall be cut and utilized to a minimum four inch (4") top diameter where straight and sound; culls are marked with an "X", tops to be lopped to the ground level.

6. Buyer agrees to remove all materials, tools and equipment from Oneida County land by August 19, 2012.

7. Buyer agrees not to assign, transfer or convey, sublet or otherwise dispose of this agreement or any of its contents or of its rights, title or interest therein or of its power to execute such contract to any other person, company or corporation without the previous consent in writing of the Seller.

8. All operations under this agreement shall be conducted in accordance with the laws of the State of NY, the rules and regulations of the Seller and the laws of the USA.

SELLER: ONEIDA COUNTY

BUYER: NYS Woodsmen's Field Days, Inc.

9. Buyer shall indemnify and save Oneida County harmless against all claims for injuries to persons or damage to property whether such damages or injuries be attributable to negligence of the Buyer or its employees. Buyer shall be solely responsible for the safety and protection of all employees and of all property at the site and shall be solely responsible and liable for any injury or damage thereto and for all injuries to persons occurring thereon whether due to the negligence, fault or default of the Buyer. The liability of the Buyer under this contract is absolute and is not dependent upon any question of negligence on its part. It is not the purpose or intention to hereby indemnify an architect, engineer, surveyor or their agents, servants or employees from liability in violation of Section 5-324 of the General Obligations Law. Nothing in the contract documents or specifications shall create or give to third parties any claim or right of action against the Buyer, the architect or County beyond such as may legally exist irrespective of the contract.

11. The logger performing this will secure, pay for and maintain during the term of this contract, necessary insurance embracing the requirements of paragraph "9" above, and including Public Liability Insurance pursuant to attached Certificate of Insurance.


12. 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 this contract, and before work commences, Contractor will be required to provide Oneida County with proof that Resolution 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance with this contract, will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____.

COUNTY OF ONEIDA

NYS Woodsmen's Field Days, Inc.

Anthony J. Picente, Jr.
County Executive



Phyllis W. White
Executive Coordinator

Approved as to form:

Oneida County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
Lacy J. Redwine

June 28, 2012

FN 20 12 - 286

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

PUBLIC SAFETY

Re: Contract with the City of Utica

WAYS & MEANS

Dear Mr. Picente:

I am enclosing four (4) copies of an agreement between Oneida County and the City of Utica. This contract will assist the Utica Police Department in its ability to provide officers to work with the Central New York Regional Drug Enforcement Task Force.

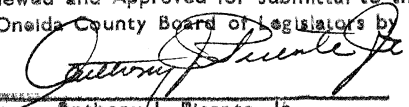
The contract amount - \$78,000 - comes entirely from drug forfeiture money, so no additional County dollars will be expended for this contract.

As the contract is an inter-municipal one, I ask that you seek approval of the contract from the Board of Legislators, and once that approval is given, that you sign the contract.

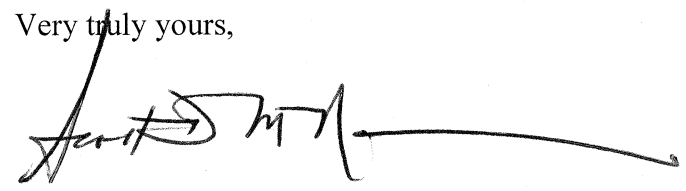
If you have any questions, please contact me at any time.

Very truly yours,

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


Anthony J. Picente, Jr.
County Executive

Date 6/28/12


Scott D. McNamara
Oneida County District Attorney

Oneida Co. Department: 1162

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: *District Attorney*

Title of Activity or Service: *funding for Utica Police Dept*

Proposed Dates of Operation: *upon execution*

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

} *please see attachment*

Total Funding Requested: *78,000*

Account # *A1162.4951*

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

This AGREEMENT by and between COUNTY OF ONEIDA, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," through its DISTRICT ATTORNEY, located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "District Attorney," and the CITY OF UTICA, a municipality of the State of New York, with its principal office located at One Kennedy Plaza, Utica, New York 13502, hereinafter referred to as the "City."

WITNESSETH

WHEREAS, the District Attorney, in the prosecution of crimes within Oneida County, seizes money and other assets through the forfeiture procedures allowed by the New York State Penal Law and the New York State Civil Practice Law and Rules;

WHEREAS, the City maintains the Utica Police Department, which is the law enforcement agency for the City, with its principal office located at 413 Oriskany Street West, Utica, New York 13502;

WHEREAS, the District Attorney desires to use forfeiture money to assist the City and the Utica Police Department in law enforcement activities, including but not limited participation on the Oneida County Drug Task Force and the Oneida County Child Advocacy Center;

WHEREAS, the City and the Utica Police Department desire to continue participating with the Oneida County Drug Task Force and the Oneida County Child Advocacy Center, but are constrained by budgetary limitations from such participation;

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

1. The County and the District Attorney shall provide the City with Seventy-eight thousand dollars (\$78,000.00), to be paid from the District Attorney's forfeiture funds, for use by the Utica Police Department.
2. The City shall expend that entire \$78,000.00 on equipment for the Utica Police Department. Equipment purchased with these funds shall be property of the City of Utica and the County shall have no legal or equitable claim to such equipment.
3. The City shall reinstate the following five (5) positions to the Utica Police Department:

- a. One (1) Captain position;
- b. One (1) Lieutenant position;
- c. Two (2) Sergeant positions;
- d. One (1) Investigator position.

The parties understand that the reinstatement of those positions is a matter of internal organization within the Utica Police Department and will not result in an increase in the overall number of positions within the complement of officers.

- 4. The reinstated positions shall not be considered County positions; those persons holding such positions shall not be considered County employees; and nothing in this Agreement shall be construed to create an employer/employee relationship between the City and the County or between the County and the holders of these reinstated positions.
- 5. The City shall assign two (2) Utica Police Department officers to work with and for the Central New York Region Drug Enforcement Task Force for no less than one (1) year starting from the receipt of the \$78,000.00 from this Agreement.
- 6. The City shall continue to assign Utica Police Department officers to work with and for the Oneida County Child Advocacy Center, to be funded by an additional contribution from the Oneida County Department of Social Services in the amount of \$21,076.67, for no less than one (1) year starting from the receipt of the \$78,000.00 from this Agreement.
- 7. The City agrees to hold harmless the County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default by the City, by the people in the positions affected by the terms of this contract, or by any of the City's officers, trustees, agents, servants, volunteers or independent subcontractors, arising from any activity performed pursuant to this agreement.

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

ONEIDA COUNTY

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

DATE: _____

DISTRICT ATTORNEY

BY: Scott D. McNamara
Scott D. McNamara
Oneida County District Attorney

DATE: 6/28/2012

CITY OF UTICA

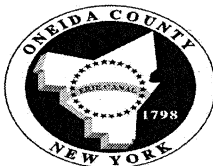
BY: Robert M. Palmieri
Robert M. Palmieri
Mayor

DATE: 6/25/12

Approved as to Form Only
ONEIDA COUNTY ATTORNEY

BY: Raymond J. Buer

Anthony J. Picente Jr.
County Executive

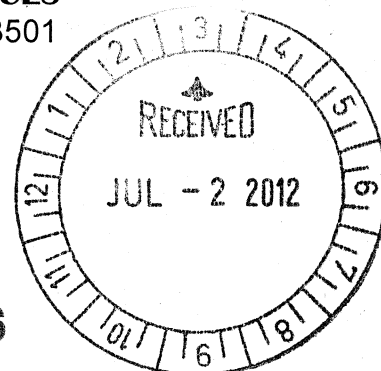


Lucille A. Soldato
Commissioner

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

June 29, 2012

FN-2012-287



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

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is an amendment to Purchase of Services Agreement with the Utica Police Department which will ensure a full-time Utica Police Officer whom is competent and trained in the area of Child Sexual Abuse investigation to be located at the Child Advocacy Center. The agreement term is January 1, 2012 through December 31, 2012 and this amendment is increasing the Department's contribution \$ 21,076.67 eliminating the City's portion of 20% to the total cost of the agreement which is \$ 105,383.34.

The Child Advocacy Center has been in effect since 1990. This Center is multidisciplinary encompassing Law Enforcement, Child Protective Services, the District Attorney's Office and medical providers with a multidisciplinary approach.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date: 6/29/12

6/28/12
19001

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Utica Police Department
413 Oriskany Street West
Utica, New York 13501

Title of Activity or Services: Child Advocacy Center Amendment

Proposed Dates of Operations: 1/1/2012-12/31/2012

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

In an effort to maintain one Utica Police Officer to the multidisciplinary team which will be located at the Child Advocacy Center the Department agrees to provide 100% reimbursement for one officer located at the Child Advocacy Center.

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Police Officer from the Utica Police Department to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Provides for participation of a Police Officer at the Child Advocacy Center. The Sexual Abuse Task Force allows Oneida County Department of Social Services to:

(1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.

(2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.

(3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Full-time Utica Police Officer

Which will work with a multidisciplinary team consisting of and additional:

1 Full-Time Oneida County Deputy Sheriff

1 Full-Time Rome Police Officer

1 Child Advocacy Administrator through the District Attorney Office

Funding Requested: \$ 105,383.34 Total
 \$ 84,306.67 Original County Share
 \$ 21,076.67 Amendment Increase

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated Service: The Department is mandated to investigate instances of alleged abuse or neglect

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

Federal	38.39 %	\$ 40,456.66
State	33.73 %	\$ 35,545.80
County	27.88 %	\$ 29,380.88

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Utica Police Department as part of the Child Advocacy Center since 1990. **The Department's 2012 original total support for this service was \$ 84,306.67. The Department is taking over the City of Utica 20% equaling \$21,076.67.**

O.C. Department Staff Comments: The Department is satisfied with the provider's services. **This Amendment allows the Utica Police Department to maintain it's involvement with the Child Advocacy Center.**

21.

AMENDMENT

This is to Amend our Purchase of Services Agreement #19001 by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having principal offices at the Oneida County Office Building 800 Park Avenue, Utica, New York 13501 (hereinafter called Department) and the Utica Police Department, 413 Oriskany Street West, Utica, New York 13502 (hereinafter called Contractor).

WHEREAS, Purchase of Services Agreement # 19001 financial support of one officer located at Oneida County Department of Social Services Child Advocacy Center with a contract period January 1, 2012 through December 31, 2012.

WHEREAS, with this amendment and upon execution the following paragraph on page 5 of agreement # 19001 will be deleted:

Reimbursement is as follows:

The Department will reimburse 80% of the total cost for Salary, overtime and benefits for one full-time Investigator not to exceed \$ 105,383.34, which the County will reimburse the City of Utica 80% not to exceed \$ 84,306.67. The City of Utica will contribute 20% in the amount of \$ 21,076.67 to support the full-time Officer. Any time spent by the Officer that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed.

WHEREAS, with the execution of this Amendment above deleted paragraph on page 5 of contract # 19001 will be replace with the following and shall read:

Reimbursement is as follows:

The Department will reimburse 100% of the total cost for Salary, overtime and benefits for one full-time Investigator not to exceed \$ 105,383.34 to support the full-time Officer. Any time spent by the Officer that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed.

WHEREAS, with the execution of this Amendment page 7 of contract # 19001 (budget page) shall be replaced and shall read as follows:

UTICA POLICE DEPARTMENT
2012 BUDGET

SALARY	\$ 66,902.81
FRINGE	\$ 32,480.53
OVERTIME	\$ 6,000.00
TOTAL PROGRAM COST	\$ 105,383.34

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

Date: _____

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

Approved as to Form _____
Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: June 15, 2012

Agency: Utica Police Department

Authorized Signature: 

Print Authorized Name: Mark W. Williams

Title: Chief of Police

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Utica Police Department, 413 Oriskany Street West, Utica, New York 13502 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department desires to establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Police Officer on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center.

The Contractor agrees to have the police officers stationed on site with the Child Advocacy Center.

The Contractor agrees that the police officers will perform the following task as part of the Child Advocacy Center.

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Page 2 of 10

1. Be responsible for the investigation of the Sexual Abuse Allegations.
2. Interview victims using appropriate techniques agreed upon by the Task Force.
3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.
4. Gather and process evidence on the assigned cases.
5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.
6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.
7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

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

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

*Utica Police Department
Child Advocacy Center Participation*

19001
1/1/12-12/31/12

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health

- information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

Page 5 of 10

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Police Officer's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

Reimbursement is as follows:

The Department will reimburse 80% of the total cost for Salary, overtime and benefits for one full-time Investigator not to exceed \$ 105,383.34, which the County will reimburse the City of Utica 80% not to exceed \$ 84,306.67. The City of Utica will contribute 20% in the amount of \$ 21,076.67 to support the full-time Officer. Any time spent by the Officer that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed.

Any expenses or financial obligations made by the Officer without the prior approval of the law enforcement coordinator will become the responsibility of the contractor.

This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes and upon approval from the Department.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual independent audit.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from January 1, 2012 to December 31, 2012 and is subject to re - negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon

*Utica Police Department
Child Advocacy Center Participation*

*# 19001
1/1/12-12/31/12*

approval of the appropriate legislative bodies where required.

Date: 12/29/11
Oneida County Executive: *Anthony J. Picente Jr.*
Anthony J. Picente Jr., Oneida County Executive

Approved as to Form *[Signature]*
Oneida County Attorney

Date: 1/1/12
Oneida County Department of Social Services: *[Signature]*
Lucille A. Soldato, Commissioner

Date: _____

Agency: Utica Police Department

Authorized Signature: *Mark W. Williams*

Print Authorized Name: MARK WILLIAMS

Title: Chief

UTICA POLICE DEPARTMENT
2012 BUDGET

SALARY	\$ 66,902.81
FRINGE	\$ 32,480.53
OVERTIME	\$ <u>6,000.00</u>
 TOTAL PROGRAM COST	 \$ 105,383.34

Total Cost Reimbursed by both Oneida County and City of Utica

Oneida County Share (80%)	\$ 84,306.67
City Share (20%)	\$ 21,076.67

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

Utica Police Department
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19001
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- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement and;
 - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Utica Police Dept.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Mark Williams - Chief of Police

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

M. Williams

SIGNATURE

1/1/11

DATE