

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

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

July 8, 2015

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

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20

15-258

MEMORIALIZING PETITION

READ & FILED

F.N. 2015-

SPONSOR(S): Legislators Clancy, Davis, Fort, Furgol, Hendricks, Tallarino *Idzi*

A MEMORIALIZING PETITION URGING THE HONORABLE MEMBERS OF THE NEW YORK STATE ASSEMBLY TO JOIN THE NEW YORK STATE SENATE AND APPROVE THE LEGISLATION A7668 WHICH AUTHORIZES PARAMEDICS TO TRANSPORT INJURED LAW ENFORCEMENT CANINES TO APPROPRIATE TREATMENT FACILITIES IN CERTAIN INSTANCES

WHEREAS, the members of the Oneida County Board of Legislators are gratified that the honorable members of the New York State Senate have seen fit and appropriate to protect law enforcement canines who are injured in the line of duty by passing S4990, which allows paramedics to transport injured canines to the nearest animal hospital or veterinary clinic, so long as all emergency responders have been accounted for; and

WHEREAS law enforcement canines serve a very important role in law enforcement and have ever increasing responsibilities; and

WHEREAS their value is reflected in the penalties for harming law enforcement canines; and

WHEREAS these canines play significant roles in assisting law enforcement personnel in fulfilling their responsibilities from finding drugs and explosives to lost people and more; and

WHEREAS existing legislation precludes paramedics in caring for canine officers injured in the line of duty without facing severe penalties if the human officer is unharmed;

THEREFORE, the members of this Board of Legislators finds it appropriate and reasonable to support both S4990 and (same as) A7668 to enable paramedics to provide the necessary care these law enforcement animals need in the event of a life-threatening injury without legal jeopardy to the paramedics; and

FURTHER, the members of this Board of Legislators respectfully request that the honorable members of the New York State Assembly act to secure passage of A7668 to provide the necessary care to these critical members of law enforcement; and

BE IT FURTHER RESOLVED that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William McGee, New York State Assembly Marc Butler, and all others deemed necessary and proper.

Requesting Passage of A7668 by the Honorable Members of the New York State Assembly which Provides Necessary Care to Law Enforcement Animals Injured in the Line of Duty

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

[Handwritten signatures]

Tim Mandyl
Emil R. Paparella
~~Le P...~~

DK
Eden P. Wells

[Handwritten signature]

Brian Kelly
William Goodman
Philip M. Sacco
Frank Tuller
Chad Davis

[Handwritten signature]
Tom Boer
Joseph Jurek

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: June 10, 2015

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20

15-259

MEMORIALIZING PETITION

READ & FILED

F.N. 2015-

SPONSOR(S): Legislators Clancy, Davis, Fort, Furgol, Hendricks, Tallarino, Flisnik

A MEMORIALIZING PETITION URGING THE HONORABLE MEMBERS OF THE NEW YORK STATE ASSEMBLY TO JOIN THE NEW YORK STATE SENATE AND APPROVE THE LEGISLATION A4942 WHICH SERVES TO CURB UNFUNDED MANDATES

WHEREAS, the members of the Oneida County Board of Legislators are gratified that the honorable members of the New York State Senate have seen fit and appropriate to protect the taxpayers of New York State by passing S3144, which requires the state to take fiscal responsibility for the programs they enact; and

WHEREAS unfunded and underfunded mandates consume most, if not all, of the property tax levy in counties across the state including Oneida County; and

WHEREAS for New York State to assume the responsibility of funding new programs and services it deems necessary and appropriate to provide is the first and most significant step in helping local governments and school districts to stay under the state-mandated tax cap; and

WHEREAS the statewide property tax levies, including that of Oneida County, cannot and will not provide the necessary level of funding equal to the expected growth in the cost of state mandates; and

WHEREAS state fiscal responsibility for desired programs will stabilize and lower local property taxes, so necessary to support the financial well-being of residents and needed to advance and encourage local economic development;

THEREFORE, the members of this Board of Legislators finds it appropriate and reasonable to support both S3144 and (same as) A4942 to provide taxpayer relief of unfunded mandates; and

FURTHER, the members of this Board of Legislators respectfully request that the honorable members of the New York State Assembly act to secure passage of A4942 to provide taxpayer relief of unfunded mandates; and

BE IT FURTHER RESOLVED that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William McGee, New York State Assembly Marc Butler, and all others deemed necessary and proper.

Requesting Passage of A4942 by the Honorable Members of the New York State Assembly which Provides Taxpayer Relief of Unfunded Mandates

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

[Handwritten signatures]

Ben Mandyl
Paul R. Paparella
L. Porter

Eden P. Wells
Matthew [unclear]

William Goodman
Philip M. Sacco
Frank Tallarone
Chad Daw
Bully

Ben Fox
Joseph [unclear]

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Dated: June 10, 2015

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20

15-260

MEMORIALIZING PETITION

READ & FILED

F.N. 2015 -

SPONSORS: Messrs. Mandryck, Joseph, Leach, Waterman, Porter, Flisnik, Koenig, Davis

A MEMORIALIZING PETITION OPPOSING THE EXPANSION OF FEDERAL CONTROL UNDER THE CLEAN WATER ACT

WHEREAS, the U.S. Environmental Protection Agency (EPA) and the Army Corps of Engineers(Corps) have released the Final Rule for the Definition of Waters of the U.S. under the Clean Water Act; and

WHEREAS, through this rule the agencies have expanded their authority by redefining “navigable waters” under the Clean Water Act beyond what Congress intended and the Supreme Court has reaffirmed; and

WHEREAS, in the Final Rule the EPA and the Corps would subject all tributaries and other features such as ditches, wetlands, ponds, lakes and similar waters with a connection to downstream navigable waters, to the jurisdiction of the Clean Water Act; and

WHEREAS, the Final Rule would cause significant harm to local farmers, stall the development of businesses, take control of land use for sustainable food production out of the our local providers’ hands, and negatively impact County-owned and maintained infrastructure such as roadside ditches and flood control-channels; and

WHEREAS, the cost to our farms, municipalities and tax payers will be enormous; and

WHEREAS, the Oneida County Farm Bureau along with the New York Farm Bureau opposes the Final Rule; and

WHEREAS, it is impractical for the federal government to regulate every tributary, ditch, and pond that may have some tenuous connection, miles away, to a body of water currently defined as “navigable”;

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Legislators hereby strongly opposes the EPA and Corps expansion of the Clean Water Act; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Senator David Valesky, New York State Assembly Representative, William Magee, New York State Assembly Representative Marc Butler, County Executive Anthony Picente, the Environmental Protection Agency, the Army

Corps of Engineers, Oneida County Commissioner of Public Works Dennis Davis and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Bin Mandy
Emil P. Paparella
[Handwritten signature]

R/K
Edward P. Wells

[Handwritten signature]
[Handwritten signature]

Arin D. Mully
William Goodman

Philip M. Sacco
Tim Gallucci
Chad Dawson

[Handwritten signature]
Joseph Dubzoe

[Handwritten signature]
[Handwritten signature]

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Dated: June 10, 2015

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20 15-261

MEMORIALIZING PETITION READ & FILED

F.N. 2015 -

SPONSORS: Messrs. Mandryck, Welsh, Miller, Flisnik, Waterman, ~~Koenig-John~~, Davis, Furgol

A MEMORIALIZING PETITION SUPPORTING SENATOR GILLIBRAND'S AMENDMENT TO THE FEDERAL TRANSPORTATION AUTHORIZATION BILL THAT WOULD GIVE STATES THE AUTHORITY TO USE MORE FEDERAL FUNDS ON LOCAL BRIDGE IMPROVEMENT PROJECTS

WHEREAS, more than one-in-three New York bridges are in need of repair; and

WHEREAS, there are 490 bridges in Oneida County; and

WHEREAS, 71 of the bridges in Oneida County are classified "structurally deficient" meaning they require significant maintenance to remain in service and will eventually require a total rehabilitation. These bridges are often posted with weight limits; and

WHEREAS, 107 of the bridges in Oneida County are classified "functionally obsolete" meaning they cannot handle current traffic demand; and

WHEREAS, 50% of New York's 1,700 bridges are locally owned and federal policy limits the amount of federal transportation funds that states can use to repair those bridges; and

WHEREAS, a program that provided direct funding to states and local governments to invest in bridge construction and repair was eliminated in the 2012 as a part of a larger transportation funding bill; and



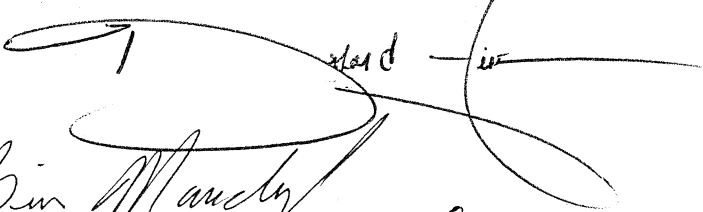
WHEREAS, Senator Gillibrand is proposing an amendment that would make federal funds available to repair locally owned bridges through the National Highway Performance Program; and

WHEREAS, Senator Gillibrand's amendment would help to redirect existing dollars to restore bridge funding and ensure local governments the flexibility to determine which projects will receive federal funding; and


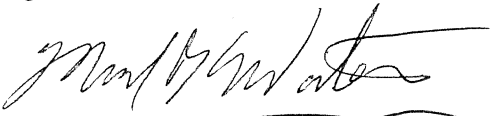
NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators feel that the safety of all bridges are a top priority and especially the 490 bridges located in Oneida County; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators strongly supports Senator Gillibrand's amendment to the Federal Transportation Bill that would give states the authority to use more federal funds on local bridge improvement projects; and


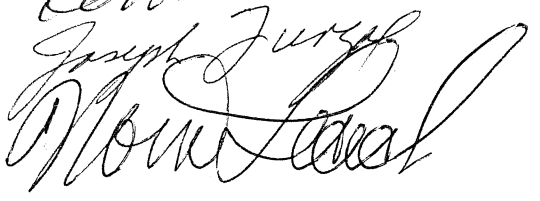
BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative, William Magee, New York State Assembly Representative Marc Butler, Oneida County Executive Anthony Picente, Oneida County Commissioner of Public Works Dennis Davis and all others deemed necessary and proper.

Bin Mandy
 Mil R. Paparella



 Edna P. Wells




William Goodman
 Philip M. Sacco
 Jim Tallant
 Chad Davis

 Ken Ford
 Joseph Jurek


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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 16, 2015

Oneida County Board of Legislators
800 Park Ave
Utica, NY 13501
Attention: Mikale Billard, Clerk

FN 20

15-262

READ & FILED

Re: Local Law "B" of 2015

Dear Mr. Billard:

In accordance with the provisions of Section 21 of New York State Municipal Home Rule Law, I am returning herewith Local Law "B" of 2015 Regulating the Tethering of Dogs Outdoors.

After considerable review and discussion with various authorities, I conclude that the provision of this law will be extremely difficult to enforce and, most important, this local law will not effectively establish prohibitions which will implement the intent behind this legislation; to wit, dealing with the issue of animal abuse.

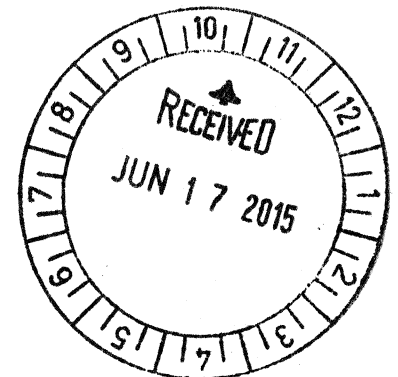
The restrictions set forth in this legislation are more narrow than those already established in New York Agriculture and Markets Law Section 353-b and, I believe, more difficult to enforce, requiring the allocation of resources without demonstrable benefits to the public.

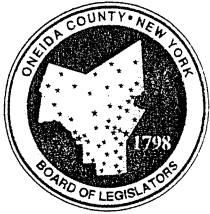
In closing, as you know, I stand with you to protect our animal population and to deter animal abuse in our county. I pledge to work with you to achieve these goals. I do not believe this Local Law will accomplish these admirable objectives, and, therefore, cannot endorse it.

Sincerely,

Anthony J. Picente, Jr.
Oneida County Executive

Cc: Gerald J. Fiorini, Chair, Oneida County Board of Legislators
Scott D. McNamara, District Attorney
Robert M. Maciol, County Sheriff
Peter M. Rayhill, County Attorney
Paul Morgan, Executive Director CNY SPCA





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

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

June 19, 2015

FN 20 15-263

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

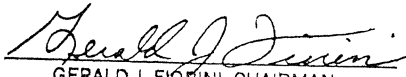
READ & FILED

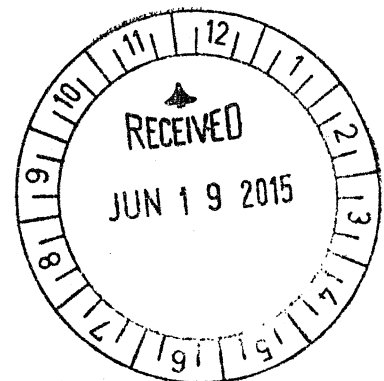
Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2015 Open Enrollment Period in Oneida County that the Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 131, dated May 13, 2015.

Please file the attached as a "Read & File" docket to read "NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2015."

Respectfully,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS



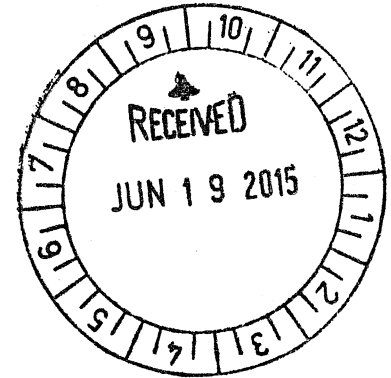


Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

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



Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 131 of 2015, a plan to modify Oneida County Agricultural Districts No. 1,2,3,4,5 and 7 by including predominantly viable agricultural land in the Districts.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the Districts.

Signed and Sealed at the Town of Colonie,
County of Albany, New York,
This 12th day of June, 2015.

Richard A. Ball
Commissioner of Agriculture and Markets
of the State of New York

Cc: Samuel Casella Advisory Council on Agriculture
Susan Hoskins, IRIS
Brymer Humphreys, Chair, Oneida County AFPB
Guy Sassaman, Oneida County Dept. of Planning

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

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

June 29, 2015

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

FN 20 15 264
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

PUBLIC WORKS

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

WAYS & MEANS

Date 7/7/15

Dear County Executive Picente,

Oneida County received notification from the New York State Department of Transportation that Federal Aid has been approved for resurfacing the railroad grade crossing at Old State Road (CR 82) in the Town of Remsen. A Federal Aid Local Project Agreement has been executed. Work would include installation of concrete grade crossing panels, highway profile improvements, and limited paving.

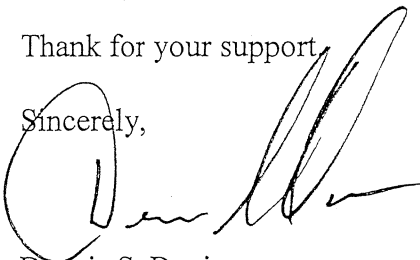
The original Federal Aid Local Project Agreement provides funding for preliminary engineering services. At this time it is necessary to add the Construction Phase to the agreement. The total cost estimate for Preliminary Engineering and Construction Phase work items is \$224,000.00. Enclosed is Supplemental Agreement No. 2. When Supplemental Agreement No. 2 is executed, the County can be reimbursed up to \$179,200.00 in federal funds as eligible expenditures are made. Oneida County's contribution would be \$44,800.00.

If acceptable, please forward the enclosed Supplemental Agreement No. 2 to the Oneida County Board of Legislators for consideration.

If approved by the Oneida County Board of Legislators please return four (4) original agreements, two (2) original signature pages and five (5) original certified resolutions.

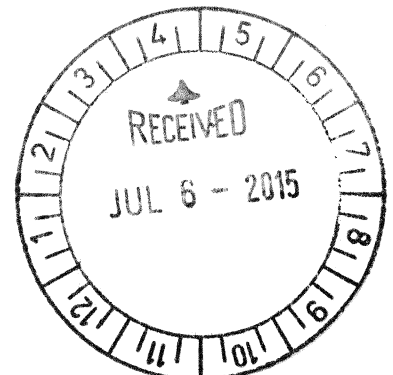
Thank for your support.

Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: New York State Department of Transportation
207 Genesee Street
Utica, NY 13501

Title of Activity or Service: Grant

Proposed Dates of Operation: All Work Complete by 9/30/2018

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County received notification from the New York State Department of Transportation that Federal Aid has been approved for resurfacing the railroad grade crossing at Old State Road (CR 82) in the Town of Remsen. A Federal Aid Local Project Agreement has been executed. Work would include installation of concrete grade crossing panels, highway profile improvements, and limited paving.

The original Federal Aid Local Project Agreement provides funding for preliminary engineering services. At this time it is necessary to add the Construction Phase to the agreement. The total cost estimate for Preliminary Engineering and Construction Phase work items is \$224,000.00. Enclosed is Supplemental Agreement No. 2. When Supplemental Agreement No. 2 is executed, the County can be reimbursed up to \$179,200.00 in federal funds as eligible expenditures are made. Oneida County's contribution would be \$44,800.00.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$224,000.00 **Account #:** H-298

Oneida County Dept. Funding Recommendation: \$224,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$179,200.00 Federal
\$44,800.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **Oneida County**

PIN: **2650.14** BIN: **N/A**

Comptroller's Contract No. **D034144**

Supplemental Agreement No. **2**

Date Prepared: **5/6/2015** By: **(CED)**

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D034144 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

Oneida County (the Sponsor)

Acting by and through the **County Executive**

with its office at **800 Park Avenue, Utica, New York 13501.**

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

amending a project description

amending the contract end date

amending the scheduled funding by:

adding additional funding (*check and enter the # phase(s) as applicable*):

adding phase **CONST** which covers eligible costs incurred on/after **4/30/2015**

adding phase _____ which covers eligible costs incurred on/after / /

increasing funding for a project phase(s)

adding a pin extension

change from Non-Marchiselli to Marchiselli

deleting/reducing funding for a project phase(s)

other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **Oneida County**
PIN: **2650.14** BIN: **N/A**
Comptroller's Contract No. **D034144**
Supplemental Agreement No. **2**
Date Prepared: **5/6/2015** By: **(CED)**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Oneida**

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

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.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
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<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>
12. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2650.14**

OSC Municipal Contract #: <u>D034144</u>	Contract Start Date: <u>4/9/2013</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>9/30/2018</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
--	---	--

Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Oneida County
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY SAFETY **County** (If different from Municipality): _____

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: Resurface Railroad crossing at Old State Road, Town of Remsen

Marchiselli Allocations Approved FOR ALL PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$	\$	\$	\$ 0.00
<input type="checkbox"/>	Current SFY	\$	\$	\$	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2650.14.121 122.	Current	HPP	\$69,000.00	\$55,200.00	\$0.00	\$13,800.00
	Old	HPP	\$69,000.00	\$55,200.00	\$0.00	\$13,800.00
2650.14.321	Current	HPP	\$155,000.00	\$124,000.00	\$	\$31,000.00
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$224,000.00	\$179,200.00	\$ 0.00	\$44,800.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$179,200.00	\$0.00	\$	\$44,800.00	\$224,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Tim Lusher
Phone No: 315-793-2450

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

ANTHONY J. PICENTE JR
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

June 8, 2015

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

FN 20 15-265

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente:

I have received a memo from Brian N. Scala, Deputy Commissioner, requesting consideration and approval of the "Agreement to Extend Conventional Municipal Snow and Ice Agreement" with the New York State Department of Transportation. Pursuant to New York State Highway Law, Oneida County has provided snow and ice control on State Highways since 1975. Each year, the County has renewed the original agreement.

Under the terms of the attached Agreement, the County would continue to provide this service through the 2015-2016 snow season. The State will pay Oneida County an estimated 1.805 million.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees for their consideration as their schedules allow, with submission to the Board of Legislators to follow.

Thank you for your support in this matter.

Sincerely,

Dennis S. Davis
Commissioner

DSD/ck

Attachments

c: Thomas Keeler, Budget Director
Joe Timpano, Comptroller
File

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

Anthony J. Picente, Jr.
County Executive

Date 7-2-15

ANTHONY J. PICENTE JR
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

To: Dennis S. Davis
Commissioner of Public Works

From:  Brian N. Scala
Deputy Commissioner, Div. of Highways & Bridges

Date: June 5, 2015

Re: Municipal Agreement with New York State Department of
Transportation for Snow and Ice Control on State Highways for the
2015-2016 Snow Season.

Attached please find six (6) Agreements to Extend the Municipal Snow and Ice with the New York State Department of Transportation for the 2015-2016 snow season along with an informational map and the necessary letter.

Under this Agreement, the County would continue to provide this service through the 2015-2016 snow season and the State will pay Oneida County an estimated \$1.805 million. This program is 100% reimbursable from the NYS Department of Transportation.

Please forward this Agreement to the County Executive for board action.

After approval, please return five (5) signed Agreements along with five (5) resolutions to this office and we will forward to the appropriate office.

Thank you for your consideration.

BNS:ck
Attachments

Oneida Co. Department: Public Works – Division of Highways, Bridges, & Structures

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organizations: New York State Department of Transportation –
Oneida East Residency, 2436 Chenango Road,
Utica, NY.

Title of Activity or Service: Municipal-State Agreement for Control of Snow &
Ice on State Highways as per attached map that
show responsibilities on highlighted highways.

Proposed Dates of Operation: July 1, 2015 – June 30, 2016

Client Population/Number to be Served: Oneida County Residents and those who travel on
State Highways.

Summary Statements:

- 1) Narrative Description of Proposed Services: Oneida County Department of Public Works Highways and Bridges to perform snow & ice control on State Highways as depicted by the attached map.
- 2) Program/Service Objectives & Outcomes:
- 3) Program Design and Staffing Level:

Total Funding Requested: \$0 Account #:

Proposed Funding Source: (Federal \$/ State \$/County \$): From NYS DOT to Rev. Line: 2302

Cost Per Client Served:

Past Performance Data: This program is 100% reimbursable by NYS DOT.

Oneida County Department Staff Comments: On March 1975, Oneida County entered into an Agreement with the State of New York for control of snow & ice on State highways within or in the nearby vicinity of Oneida County – Extension Agreement is for the 2015/2016 snow season. Current Agreement expires June 30, 2015. Estimated revenue is \$1,805,908.52.



State of New York
Department of Transportation
ONEIDA EAST RESIDENCY
2436 CHENANGO ROAD
UTICA, NEW YORK 13502
www.dot.ny.gov

ONEIDA COUNTY DPW

DEC 24 2014

COMMISSIONER'S OFFICE

BARBARA I. MATTICE, P.E.
REGIONAL DIRECTOR

JOAN McDONALD
COMMISSIONER

December 24, 2014

Dennis Davis
Commissioner of Highways
Oneida County DPW
6000 Airport Road
Oriskany, NY 13424

Dear Mr. Davis

Enclosed for processing are the Snow and Ice Agreement Extensions for 2015/16. These will require the completion of a Municipal Snow and Ice Agreement Extension and resolution from your governing body authorizing a Municipal official to enter into the agreement.

Please note that the map is an integral part of each Agreement and has been included. It is coded in color orange showing the Municipality's responsibility for the 2013/14, 2015/16 season. These also should be signed by the Municipality's responsible official.

It is important the four (4) completed Agreement packages be returned to this office for processing as soon as possible. The completed Agreement package shall include the items listed below:

1. Four (4) Agreements, all blanks filled in on both sides with original signatures and notary seal on each.
2. One (1) Estimated Expenditure/Agreement Adjustment Worksheet.
3. Six (6) Resolutions from the Municipality complete with original signatures and certified with Municipal Seal on each.
4. Six (6) maps with original signatures from the Municipalities responsible Official and the Regional Director of Operations.

If you have any questions regarding the Snow and Ice Contract Agreements, please call me at 315-732-8032.

Sincerely,

Michael Murphy
Resident Engineer

NYS DOT MUNICIPAL SNOW & ICE CONTRACTS

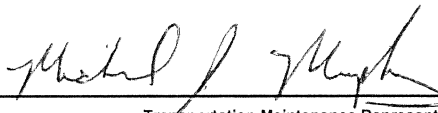
Estimated Expenditure Calculation
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MUNICIPALITY :	Oneida County
CONTRACT :	D089876
COUNTY :	Oneida
EXTENSION SEASON :	2015/16

2012/13 FINAL S&I VOUCHER PAYMENT	\$1,949,661.36
2011/12 FINAL S&I VOUCHER PAYMENT	\$1,235,331.30
2010/11 FINAL S&I VOUCHER PAYMENT	\$2,232,732.91
3 YEAR AVERAGE	\$1,805,908.52

ESTIMATED EXPENDITURE	\$1,805,908.52
------------------------------	-----------------------

Recommended By:



Transportation Maintenance Representative

Contract #	Municipality	Ext. Season	Region #
D089876	County of Oneida / Oneida County	2015/16	2

AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the **County of Oneida** of **Oneida County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D089876** entitled "Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **County of Oneida**" dated **March 10, 1975**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **1974**, and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2015**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 10 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2016**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2015**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure as specified in Section 10 of the aforementioned Agreement shall be \$ 4,875.43 per lane mile for 370.41 lane miles for a total of \$ 1,805,908.52 for the **2013/14** season and for the remainder of the term of the Agreement commencing July 1, **2013**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over :

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

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
for Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

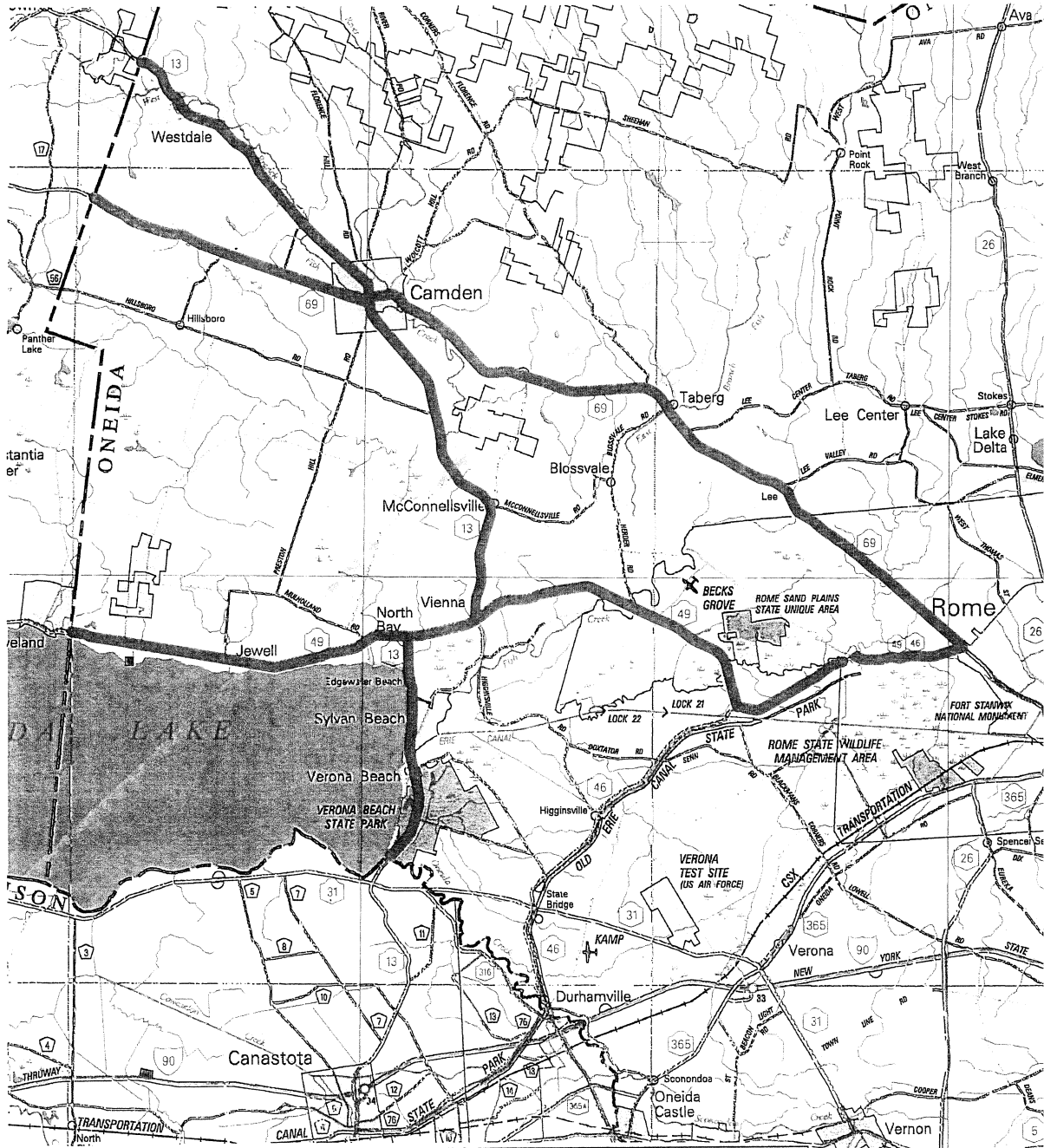
STATE OF NEW YORK)

) SS:

COUNTY OF)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public



MAP SHOWING

ONEIDA COUNTY

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF

2013/14 - 2015/16

CENTER LANE MILES	CONTRACT LANE MILES
185.20	370.41



SIGNED

REGIONAL DIRECTOR OF OPERATIONS

DATE

SIGNED

FOR MUNICIPALITY

DATE





June 23, 2015

FN 20 15-266

Hon. Anthony Picente
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica NY 13501

**ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS**

Dear Tony,

Oneida County Tourism respectfully requests approval from the Oneida County Legislature of the attached contract for financial assistance from the County of Oneida in the amount of \$42,030.00 to conduct tourism market research in 2015.

A proposal from Young Strategies, Inc. has been obtained and is attached for your reference. Young Strategies, Inc. has just concluded tourism market research projects in neighboring Onondaga and Madison counties. It has been 13 years since professional tourism market research has been conducted in Oneida County.

Young Strategies, Inc. will also take a deeper look at the Oneida-Onondaga-Madison county tourism industry and the impact of Turning Stone Resort Casino as well as other tourism assets that affect the tri-county area. Continuity in methodology utilized by Young Strategies, Inc. will give us a strong comparative report and better insight for strategic planning.

Please note the project planning timeline starts in July 2015. The County will receive the research findings and be included in final report presentation(s). We greatly appreciate your continued support of Oneida County's tourism industry.

Respectfully submitted,

Kelly Blazosky
President

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

Anthony J. Picente, Jr.
County Executive

Date 7-2-15

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Convention & Visitors Bureau for Oneida County, Inc.
d/b/a Oneida County Tourism
PO Box 551
Utica, New York 13503

Title of Activity or Service: Tourism Market Research

Proposed Dates of Operation: 7/1/15 – 12/31/15

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Funding to contract with Young Strategies, Inc. to conduct marketing research for 2015.

2) Program/Service Objectives and Outcomes: To research tourism assets that affect the tri-county area industry as well as the impact of Turning Stone Resort Casino to give a strong comparative report and better insight for future strategic planning.

3) Program Design and Staffing:

Total Funding Requested: \$42,030.00 **Account #:** A6411.4955

Oneida County Dept. Funding Recommendation: 100% county funding

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made this day of , 2015 between
the

COUNTY OF ONEIDA, a municipal corporation organized and existing
under the laws of the State of New York, with its principal office and place of business in
the City of Utica, County of Oneida, New York, hereinafter referred to as the "County", and
the

CONVENTION & VISITORS BUREAU FOR ONEIDA COUNTY, INC., d/b/a
Oneida County Tourism, a not-for-profit corporation organized under the laws of the State
of New York, with its principal office located at P.O. Box 551, Utica, New York 13503-
0551, hereinafter referred to as the "Bureau".

WHEREAS, the Bureau is a not-for-profit corporation, located within the
County of Oneida, formed for the purpose, among others, of developing and promoting
tourism in Oneida County, and

WHEREAS, the Bureau believes that its efforts to promote tourism would
be advanced if it had the benefit of tourism market research, and wishes to engage
Young Strategies, Inc to perform such research as set forth in their June 16, 2015
proposal, attached hereto, at a cost of \$42,030.00, and

WHEREAS, the Bureau does not have the available funds to pay for such
services in addition to its other activities, and

WHEREAS, the County concurs that it would be beneficial to have the
tourism market research performed, and

WHEREAS, Section 224 of the County Law authorizes the County to enter

into such a contract and the Board of County Legislators of the County of Oneida, by Resolution # ____ of 2015, authorizes the County Executive to sign such contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

- 1.) The County will give the Bureau \$42,030.00 in order that the Bureau will be able to pay for the tourism market research study as set forth by Young Strategies, Inc.
- 2.) The Bureau will enter into the said agreement with Young Strategies, Inc., will make the required payments to that company, and will monitor the company's efforts in order to assure that it completes its contractual duties in a competent and timely manner.
- 3.) The Bureau will provide copies of the research study to the Oneida County Executive and to the Clerk of the Oneida County Board of Legislators, and shall review the findings therein with Oneida County Government as may be requested.
- 4.) The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the services provided for in this Agreement.
- 5.) This Agreement shall take effect immediately and terminate on December 31, 2015.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By _____
ONEIDA COUNTY EXECUTIVE

**CONVENTION & VISITORS BUREAU FOR
ONEIDA COUNTY, INC.**

By _____

**Approved as to form
Oneida County Attorney**

HARRIS J. SAMUELS, ESQ.



Oneida County, New York Tourism Market Research Contract

Proposal Date: January 22, 2015

Contract Submitted: June 16, 2015

RESEARCH OBJECTIVE:

Young Strategies will provide a research-based tourism market study for Oneida County, NY that:

- Identifies the current segmented markets, visitor geo/socio-demographic profile and spending levels
- Identifies the attractors/motivators to visit Oneida County, New York
- Identifies successful marketing programs in competitive destination cities
- Provides comparisons to research studies currently underway using the same methodology in the following New York Counties: Erie, Canandaigua, Cayuga, Oswego, Onondaga, Madison, Cortland and Dutchess
- Analyzes lodging mix and potential for increases in occupancy
- Identifies target markets, segments and strategies with the optimal ROI
- Develops an overall comprehensive strategic action plan

Contract Accepted and Approved:

Oneida County Tourism:

Print Name: _____

Signature: _____

Date: _____

Title/Authority: _____

Contract Amount: \$ _____

Young Strategies, Inc.:

Principal: Berkeley W. Young

Signature: _____

Date: _____

P.O. Box 12600, Charlotte, North Carolina 28220-2600
704-770-3333 ~ 704-677-4018 ~ byoung@youngstrategies.com
www.youngstrategies.com

1. General Project Overview

Young Strategies, Inc. (YSI), a Charlotte, NC based destination research and planning firm proposes to conduct scientific research to develop a strategic plan for tourism in Oneida County, New York. The research project will ultimately create an overall strategic destination action plan which identifies the best roadmap with a list of priorities to capture increased market share and compete effectively in the marketplace. Maximizing ROI through the allocation of resources based on research data will be the focus of a strategic action plan. Secondly, YSI will also assess the current segmentation of overnight visitation and visitor behavior to Oneida County. Finally, the YSI team will conduct an intensive analysis of Oneida County as a destination with the goal of creating a list of development/policy/organizational objectives which should be achieved in order to overcome market shortfalls.

YSI will work with Oneida County lodging properties, attractions and other stakeholders to develop a research based marketing and operational strategy that will:

- Enhance Oneida County's position as a viable travel and tourism destination with analysis of any specific travel segments as identified by the client
- Increase market share, booking performance and hotel occupancy (room demand)
- Develop creative approaches that embrace strategies used in successful destinations
- Increase the ROI generated from tourism marketing expenditures

Young Strategies, Inc. specializes in the development of strategic plans for destinations. Our record of success with destinations across the United States is demonstrated best by asking our clients. The Young Strategies team has extensive experience in upstate and western New York having worked with all 14 counties in the Finger Lakes as well as Erie, Dutchess and Oswego Counties. A list of YSI client contacts is available for the committee to verify our reputation.

2. Firm Experience

Evidence of Qualifications, Project Team and Experience

Young Strategies, Inc. is a research and planning firm which focuses on destination marketing organizations and travel destinations. YSI's approach is to custom tailor each research study to the specific needs of the client. The final report will be an easy to read document that presents the customer-focused data with recommendations for action. YSI is a small boutique firm that develops a close bond with our clients who are devoted to our process that delivers clear actionable strategies for future growth. Young Strategies and the members of the consulting team for this project have worked with over 100 destination marketing organizations in twenty-six states. The project team's hands-on experience includes CVB/DMO management, hotel/resort management, community economic development, convention center management, association management and parks/recreation administration.

The project team, both individually and collectively have conducted destination research in the following states:

- Alabama
- Arizona
- Florida
- Georgia
- Illinois
- Iowa
- Kansas
- Kentucky
- Louisiana
- Massachusetts
- Minnesota
- Mississippi
- Missouri
- Nebraska
- New York
- North Carolina
- North Dakota
- Oklahoma
- Pennsylvania
- South Carolina
- South Dakota
- Tennessee
- Texas
- Virginia
- West Virginia
- Wyoming

Contact Information

Berkeley W. Young, President
Young Strategies, Inc.
P.O. Box 12600, Charlotte, North Carolina 28220-2600
(O) 704-770-3333; (M) 704-677-4018
byoung@youngstrategies.com; www.youngstrategies.com



3. Project Team

BERKELEY W. YOUNG, PRESIDENT, YOUNG STRATEGIES – PROJECT TEAM LEADER

20 years of travel/tourism marketing and management experience including destination marketing and hotel management. Young's experience includes serving as the Executive Director of a start-up convention and visitor's bureau and chamber of commerce in which he oversaw the creation and success of a research-based tourism marketing program for a rural county in the mountains of North Carolina. Then, Young was hired as Director of Sales and quickly promoted to General Manager of a large golf resort managed by Interstate Hotels Corporation. Young joined Randall Travel Marketing in 1998 as Vice President conducting research for DMOs throughout the United States. He opened Young Strategies in November 2004 focusing on strategic planning and research for destination marketing organizations. Young is a top rated speaker at regional and national conferences.

As the project team leader Berkeley Young will serve as the primary client contact and chief strategist. Young's experience as an hotelier uniquely qualifies him to lead lodging market analyses for destinations. The total research methodology will be tailored to the needs of Oneida County and actionable strategies will be developed from the resulting data and community leader input. Young is known for his team building, active listening and thoughtful consideration when developing a plan for a community.

AMY STEVENS, VICE PRESIDENT, YOUNG STRATEGIES – RESEARCH OVERSIGHT

15 years of travel, tourism and marketing experience. As Vice President/Research Director, Stevens is responsible for writing surveys, conducting research, analyzing data and writing reports for Young Strategies. Stevens worked with Randall Travel Marketing prior to working for Young Strategies. Stevens also worked with Navigant International, the second largest travel management company in the United States, and was responsible for sales, business travel accounts, training/development and conflict resolution. She handled written and multi-media presentations and developed marketing materials and programs to increase both leisure and corporate business travel. Stevens will take the research lead on the Oneida County market research study to keep all steps in the process on schedule and well organized to deliver maximum results for the client.

LARRY GUSTKE, PHD, PROFESSOR EMERITUS, NC STATE UNIVERSITY

Over 30 years' experience in conducting research on outdoor recreation, tourist behavior and tourism marketing. Dr. Gustke has conducted research in over 30 U.S. states and internationally. As professor emeritus, NC State University, Dr. Gustke has designed the research methodology proposed in this study based on his years of experience with destinations across America. He received his Ph.D. from Texas A&M, and is considered one of the most accomplished tourism researchers in the field today. Dr. Gustke is active in many academic and professional networks related to tourism research.

ALEXA GIFFORD, YOUNG STRATEGIES - RESEARCH COORDINATOR

25 years of marketing and management experience including destination marketing and facility management. Gifford's experience most recently includes serving as the Executive Director of a start-up wine and culinary center in which she oversaw the creation and success of educational programs that developed partnerships with producers, vendors, farmers, winery owners and educational institutions across New York State. Prior to that Gifford was president of the Finger Lakes, NY regional tourism association. While at this association, Gifford successfully lead the development and implementation of research based marketing and sales programs for this diversified vacation destination. Alexa's role on the team is to work closely with constituents within the destination to collect data, monitor research return rates and data accuracy as well as assisting in the compilation of final report data.



4. PROJECT APPROACH & SCHEDULE

Part One: Market Research

A. Client Meeting, Destination and Organization Review:

- Three-day site visit and meetings -- YSI representatives will visit Oneida County to tour the area, meet with the Oneida County tourism staff, gain market knowledge first-hand and meet key travel industry leader/partners.
- Meetings with the Oneida County tourism staff will include a detailed review of project objectives, current marketing programs and project materials for the research study.

B. Lodging Market Segmentation Analysis - Lodging Survey, STR Analysis and Hotelier Interviews:

- YSI will survey all lodging properties in Oneida County, NY to determine market segmentation, primary feeder markets, walk-in occupancy, and taxable room percentages.
- Interviews with Oneida County area hoteliers.
- Smith Travel Research (6-year trend report)- detailed analysis of the Oneida County market statistics and trends by geographic area and lodging type including ADR, RevPAR, Supply & Demand as well as annual, monthly and weekly occupancy analysis.
- Comprehensive lodging market analysis for the Oneida County meetings/group/sports market.
- Analysis and competitive evaluation of Oneida County Lodging tax structure and rate.

C. Visitor Profile Research by Market Segment as part of CNY regional study (online surveys):

- Purpose: You must understand the profile and planning behavior of the visitor segments in order to drive increased room demand. Surveys will document the size (universe) of the potential market from each of the identified group segments, identify the perceptions of Oneida County as a destination, assess satisfaction levels, expenditures (economic impact) and unmet needs.
- The segments recommended to be surveyed (pending client approval) include: leisure travelers (day-trip & overnight), meeting/convention attendees; individual business travelers. NOTE: partnership from Oneida County tourism staff, hoteliers, attractions and other travel related businesses in sending survey links to 2013 Oneida County visitors and inquirers is essential to the success of this research. Survey links can be deployed on social media platforms and in emails directly to Oneida County visitors and inquirers.
- Final Report Data to Include (Segmented by Market):
 - Profile of overall size (universe) of each identified group segment
 - Profile of current and most likely potential groups by segment
 - First time vs. repeat group patterns
 - Rank order of desired new products
 - Most effective outreach messages and methods with ROI of current marketing

D. Community Leader Survey - SWOT Analysis/Gap Analysis

- YSI will survey local travel industry and community leaders to identify destination strengths, weaknesses, opportunities and threats. Strategies will be recommended to overcome any market challenges and a product development plan will be prepared to address issues within the destination.

Part Two: Strategic Planning

E. Strategic Planning Workshop

Two YSI project team leaders will conduct a planning workshop with any selected community/travel industry leaders desired. The format of the session will include:

- Presentation of all project research segments in detail with analysis.
- Analysis of the Oneida County market as a travel destination by segment (leisure, business, sports, meetings, etc.).
- Comparative analysis of Oneida within New York and the multi state region with comparisons to other research currently underway in upstate and western New York.
- Proposed research identified recommendations for Oneida County sales and marketing programs.
- Staff, board and leader input and discussions of research and recommended strategies.

F. Strategic Action Plan

Based on research findings a comprehensive, written strategic action plan for Oneida County will be completed. This plan will include an analysis of each market segment targeted in the study with action steps for growth in each.

- Direct sales efforts and/or incentives required.
- Marketing and promotions needed to target each segment.
- New product development/infrastructure anticipated and/or needed to remain competitive.
- Specific recommendations and conclusions for improving Oneida County's competitive position as well as the number of room nights booked and ROI.
- On-going research and tracking.

Research Study Deliverables

- PowerPoint presentation of research findings and recommendations to Oneida County travel industry leaders in planning workshop format.
- Two printed copies and digital format final report document, in notebook format including all research segments and written recommendations.
 - Research data and analysis
 - Strategic Action plan

Research Firm Readiness

Young Strategies, Inc. is currently wrapping up a number of client projects to be completed by end of June 2015 will be able to start the Oneida County study according to the timeline outlined within this proposal. YSI is small boutique firm that keeps a small client list and a close working relationship with each of our clients. We are excited to have the opportunity to work with the Oneida County!



June 26, 2015

FN 20 15-247.1

Hon. Anthony Picente
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica NY 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear Tony,

Thank you for supporting Oneida County Tourism's recent Empire State Development, Market NY Fund grant award for the Brew Central regional tourism marketing campaign for the promotion of craft beer, wine, spirits and hard cider produced in Oneida County and the Central New York Vacation Region.

Enclosed please find three (3) signed copies of a contract between the County of Oneida and the Convention & Visitors Bureau for Oneida County, Inc. prepared by Harris J. Samuels, Oneida County Attorney, to be presented to the Oneida County Board of Legislators for approval.

Thank you for your continued commitment and support of Oneida County's tourism industry.

Respectfully submitted,

Kelly Blazosky
President

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

Anthony J. Picante, Jr.
County Executive

Date 7-2-15

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Convention & Visitors Bureau for Oneida County, Inc.
d/b/a Oneida County Tourism
PO Box 551
Utica, New York 13503

Title of Activity or Service: Brew Central Regional Tourism Marketing Campaign

Proposed Dates of Operation: 8/1/15 – 12/31/16

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Advanced funding in relation to the Empire State Development grant awarded to Oneida County Tourism.

2) Program/Service Objectives and Outcomes: To promote craft beer, wine, spirits and hard cider produced in Oneida County and the Central New York Vacation Region.

3) Program Design and Staffing:

Total Funding Requested: \$500,000.00 **Account #:** A6410.4951

Oneida County Dept. Funding Recommendation: 100% county funding

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made this day of , 2015 between
the

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business in the City of Utica, County of Oneida, New York, hereinafter referred to as the "County", and
the

CONVENTION & VISITORS BUREAU FOR ONEIDA COUNTY, INC., d/b/a Oneida County Tourism, a not-for-profit corporation organized under the laws of the State of New York, with its principal office located at P.O. Box 551, Utica, New York 13503-0551, hereinafter referred to as the "Bureau".

WHEREAS, the Bureau is a not-for-profit corporation, located within the County of Oneida, formed for the purpose, among others, of developing and promoting tourism in Oneida County, and

WHEREAS, the Bureau has been awarded a grant of \$500,000.00 from Empire State Development, Market NY Fund to conduct a Regional Tourism Marketing Program for the promotion of craft beer, wine, spirits, and hard cider in the Oneida County and the Central New York Vacation Region, as set forth in the Regional Council Award – Incentive Proposal, attached hereto, and

WHEREAS, the Bureau is required to advance the funds necessary for the said program, subject to later reimbursement from Empire State Development, and

WHEREAS, the funds for the aforesaid program are outside of the Bureau's budgeted expenditures and it desires to therefore receive an advance of those funds from

the County, and the County wishes to share in the program's benefits,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The County agrees to advance the funding for the above-described program to the Bureau in the amount of \$125,000.00 upon the County's approval of this agreement, and like amounts in November 2015, February 2016 and May 2016.

2. The Bureau agrees to carry out its duties in accordance with the work plan as set forth in the Incentive Proposal, in creating the said marketing program.

3. The Bureau will reimburse the funds previously advanced by the County without interest from time to time as it receives such reimbursement from Empire State Development, as set forth in the Incentive Proposal.

4. This agreement shall take effect immediately and terminate upon reimbursement of all funds to the County.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

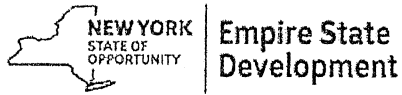
By _____
ONEIDA COUNTY EXECUTIVE

**CONVENTION & VISITORS BUREAU FOR
ONEIDA COUNTY, INC.**

By _____

**Approved as to form
Oneida County Attorney**

HARRIS J. SAMUELS, ESQ.



REGIONAL COUNCIL AWARD – INCENTIVE PROPOSAL

Oneida County Tourism

June 1, 2015

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development (“ESD”)* to Oneida County Tourism to assist with its project in Oneida County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

I. GENERAL INFORMATION

- a) **Recipient Name:** Oneida County Tourism (the “Recipient”)
- b) **Contact Information:** Kelly Blazosky
 PO Box 551
 Utica, NY 13503
 Phone: (315) 724-7221
 Email: kelly@oneidacountytourism.com
- c) **Project Location(s):** Oneida County, NY
- New York State Empire Zone:** N/A
- d) **Type of Business:** Municipality
- e) **Number of Full-time, Permanent Employees at all NYS Locations as of Today’s Date:** N/A
- f) **Number of Full-time, Permanent Employees at Project Location(s) as of Today’s Date:** N/A
- g) **Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today’s Date:** N/A

II. PROJECT SPECIFICS

- a) **Project Description:** Fund a portion of the costs associated with the marketing of craft brew destinations in the Mohawk Valley region.

- b) **Estimated Schedule:**
 - Begin: December 2014
 - Complete: December 2016
 - Estimated ESD Directors' Approval: July 2015

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Multi-Media Marketing:	\$313,850
Contractual Services:	\$236,900
Travel:	\$25,000
Promotional Materials/Collateral:	\$24,250
Administrative:	\$25,000
Total Estimated Cost:	\$625,000

IV. ESD INCENTIVES

Market NY Grant – Working Capital Grant – Project #Z771/ CFA #42964

- a) **Amount:** \$500,000

- b) **Use of Funds:** Reimbursement of a portion of the working capital expenditures to implement a marketing campaign to promote craft brew/beer destinations in the Mohawk Valley region.

- c) **Requirements:** Funds will be disbursed in arrears, no more frequently than quarterly, for project costs as described in Sections II and III above, up to a total cost of \$500,000. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require, including program reports.

The final disbursement request must document total project expenditures of \$625,000, as indicated in the Consolidated Funding Application and Section III above.

All projects should align with I Love NY marketing. It is required that all projects use the I LOVE NY logo with all marketing and promotion elements paid with Market NY Funds for the awarded project. Note: any use of the I LOVE NEW YORK logo must be approved by ESD and conform to ESD guidelines. Approval requests should be emailed to kbaquerizo@esd.ny.gov.

In the event i LOVE NY/NYS Division of Tourism would choose to have a presence at events in connection with this grant, no further funds shall be exchanged for a sponsorship or space fee.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2017. Expenditures incurred prior to December 11, 2014, the date of the award announcement, are not eligible project costs and cannot be reimbursed by grant funds.

General Requirements

- **Non-Discrimination & Contractor and Supplier Diversity Requirements:**
ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to the project. The Recipient shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall **Minority and Women Business Enterprise (MWBE) participation goal of 40% (\$200,000)** related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. A further explanation of the MWBE requirements is attached hereto.
- **Environmental, Historic and Smart Growth Review:**
Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.
- **Environmental Sustainability:**
ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.
- **Modification:**
ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.
- **Not-For-Profit Organizations:**
Not-for-profit organizations must complete the following prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement: 1) be prequalified in New York State Grants Gateway; 2) be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau; and 3) be registered and up-to-date with the New York State Office of the State Comptroller's VendRep System. Further information can be found in the attached "General Information for Not-For-Profit Organizations."
- **Reservations of Rights Concerning Funding Commitment:**
It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.
- **Next Steps After Accepting this Incentive Proposal:**
Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

July 1, 2015

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

FN 20 15-267.2

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear Board Members:

The Convention & Visitors Bureau for Oneida County, Inc. has been awarded a \$500,000 New York State Grant from Empire State Development, Market New York Funds. These funds will be used to help to promote and market craft beer, wine spirits and hard cider in Oneida County and the Central New York Vacation Region. This grant requires the funds to be spent for the necessary projects and will be later reimbursed by New York State.

Since the Convention & Visitors Bureau for Oneida County, Inc. does not have the funds necessary to prefund the grant amount, it respectfully requests to have the funds advanced by Oneida County and the County will be reimbursed when the New York State Funds become available.

I therefore request your Board's approval to increase the following 2015 budget item with the following **2015** supplemental appropriation:

TO:

AA# A6410.4951 – Oneida County Tourism..... \$ 500,000.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# A3715 - State Aid – Regional Tourism..... \$ 500,000.00

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: County Attorney
Comptroller
Commissioner of Planning
Budget Director



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER**

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424

Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

FN 20 15-268

PUBLIC SAFETY

WAYS & MEANS

April 23, 2015

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

Dear County Executive Picente,

We have installed a closed computer network between our agency and members of local law enforcement. This network will allow seamless communications between the 911 Center, Sheriff's Department, Utica Police, Rome Police, New Hartford Police and the District Attorney's Office.

This network benefits each public safety agency which utilizes it. The network will be used to continue a county-wide information network that gives each agency secure access to persons, incidents and other information contained anywhere within agencies participating in the system.

The new contract will be funded over a 24 month period utilizing County funds in the amount of \$50,091.84, using account #3020.416

Please find enclosed three copies of the service agreement with Northland Communications for your signature.

I also like to respectfully request that you forward this Agreement to the Board of Legislators for approval.

Sincerely,

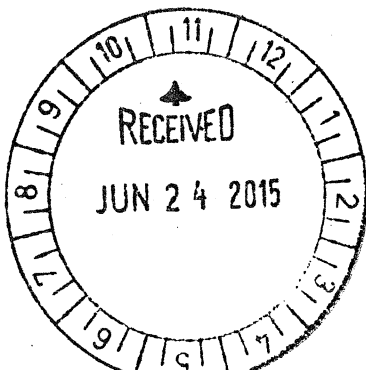
Kevin W. Revere,
Director

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

Anthony J. Picente, Jr.
County Executive

Date 6/23/15

kmg



23.

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Northland Communications
317 Court St.
Utica NY 13502

Title of Activity or Services: Dedicated Internet Access using IP routing

Proposed Dates of Operations: April 10, 2015 - April 9, 2017

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Dedicated Internet

2). Program/Service Objectives and Outcomes: Northland Communications will provide dedicated Internet access using IP Routing with an increase in capacity (from 3Mb to 10Mb) to the existing MPLS service.

3). Program Design and Staffing Level
N/A

Total Funding Requested: \$50,091.84

Oneida County Dept. Funding Recommendation:

Proposed Funding Source (Federal \$ /State \$ / County \$): County– 100%

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:



1 Dupli Park Dr, 5th Floor, Syracuse, NY 13204
 Phone: (315)671-6200 Fax: (315)671-0080

317 Court St, Utica, NY 13502
 Phone: (315)624-2000 Fax: (315)624-0288

NORTHLAND COMMUNICATIONS SERVICE AGREEMENT FOR ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES

Effective April 10, 2015, Northland Communications and Oneida County Department of Emergency Services will enter into the following agreement for the period of 24 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: N/A

VOICE/FACILITY SERVICE				ORDER INFORMATION	
<u>Units</u>	<u>Service</u>	<u>Rate</u>	<u>Monthly</u>	<u>Install Charge</u>	
1	Local Loop (3Mb) - 413 Oriskany Blvd. W., Utica	\$ 249.00	\$ 249.00	N/A	<input checked="" type="checkbox"/> New Contract
1	Local Loop (3Mb) - 6065 Judd Rd., Oriskany	\$ 300.00	\$ 300.00	N/A	The terms for the services contained in this contract are effective at such time services are available for customer use.
1	Local Loop (10Mb) - 120 Base Rd., Oriskany	\$ 300.00	\$ 300.00	N/A	<input type="checkbox"/> Existing Contract (Addendum)
1	Local Loop (3Mb) - 301 N. James St., Rome	\$ 300.00	\$ 300.00	N/A	Northland Communications will amend the existing agreement dated <u>(LAST AMENDED DATE)</u> . All terms and conditions of the original contracted dated <u>(ORIGINAL CONTRACT DATE)</u> will apply.
1	Local Loop (1.5Mb) - 32 Kellogg Rd., New Hartford	\$ 250.00	\$ 250.00	N/A	Incorporate: Extend existing contract to:
1	Add'l MPLS Bandwidth (30Mb) - 800 Park Ave., Utica	\$ 100.00	\$ 100.00	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Schedule A Terms and Conditions
PRIVATE DATA NETWORK				CANCELLATION OF CIRCUITS	
Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County Department of Emergency Services, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.				Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.	
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>		
MPLS Data Network (3Mb) - 413 Oriskany Blvd W. Utica		\$ 87.11	N/A	Initials _____	Date _____
MPLS Data Network (3Mb) - 6065 Judd Rd., Oriskany		\$ 87.11	N/A	ADDITIONAL INFORMATION	
MPLS Data Network (10Mb) - 120 Base Rd., Oriskany		\$ 197.11	N/A	Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services.	
MPLS Data Network (3Mb) - 301 N. James St., Rome		\$ 87.11	N/A	Additional installation charges may apply for inside wiring beyond the Telco demarcation location.	
MPLS Data Network (1.5Mb) -32 Kellogg Rd., New Hartford		\$ 129.72	N/A	Taxes and surcharges are not included in the pricing.	
INTERNET				VENDOR INFORMATION	
Northland Communications will provide dedicated Internet access using IP routing.				All vendor related charges are the responsibility of the customer, if required.	
<u>Service</u>		<u>Monthly</u>	<u>Install Charge</u>	Initials _____	Date _____
Dedicated Internet	N/A	\$ -	\$ -	CUSTOMER AGREEMENT	
E911				I agree to the terms and conditions of this Service Agreement.	
Northland Communications is responsible for reporting the physical location of phone numbers to E911 services. For each phone number, Northland's standard policy is to report the location specified on this contract. Should customer implement Voice over Internet Protocol (VoIP) technology on their network and use these phone numbers from locations other than what is specified in this contract, Northland Communications is not liable for erroneous information transmitted to E911 services. Customer acknowledges reading this notification and understands the limitations associated with their VoIP services by initialing below. By initialing below, Customer also acknowledges that they are authorized to represent and make decisions regarding the telecommunications services provided to this account.				Customer Name & Title _____	
Initials _____				Signature _____	
Date _____				Date <u>4/10/15</u>	
				Northland Authorized Signature	

**NORTHLAND COMMUNICATIONS
STANDARD TERMS AND CONDITIONS**

The parties hereby mutually agree as follows:

Incorporation of Tariffs: The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement.

Financial Responsibility: Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of the invoice date, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

Terms and Conditions for Voice / Facility Services, Private/ Data Network & Internet Services: Customer agrees to follow standard Acceptable Use Policy (AUP) Guidelines (<http://www.dreamscape.com/aup>).

Termination Charges: Should the customer choose to deactivate any service before the end of the contract term, the customer will incur one or both of the cost considerations outlined below:

1. An early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on page 1 of 2 on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term.
2. Upon termination of part of a bundle of services, which may include local usage, long distance, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term.

Liability of NC: The liability and obligation of the carrier to the Customer may be specifically controlled and limited by such tariffs, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of

services be liable to customer for any special, consequential or incidental damages.

General Provisions: Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. Neither party may assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of the other party which shall not be unreasonably withheld. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do limit the content of the respective paragraphs hereof.

Network Equipment: Provision of NC services to Customer may require the installation of channel banks/data equipment. Unless otherwise contracted in writing by both parties equipment will remain the property of NC. Upon termination of service, the said channel bank/data equipment will be returned to Northland Communications. Should equipment not be returned in working condition (reasonable wear and tear accepted) customer must pay replacement cost.

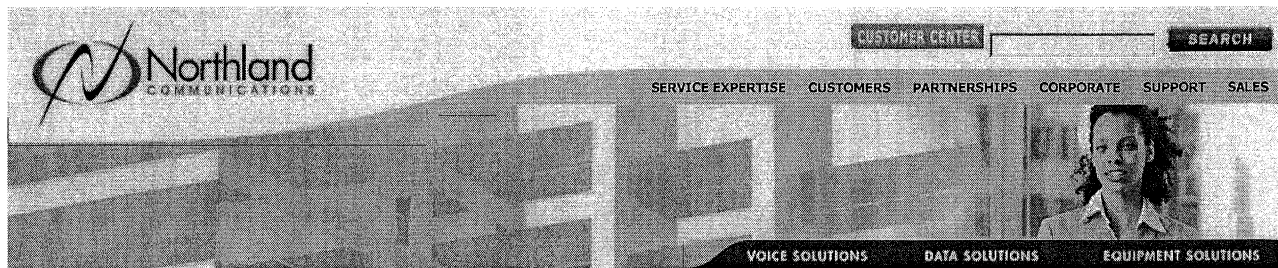
Customer Proprietary Network Information (CPNI): CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland Communications has a duty, under Federal Law, to protect the confidentiality of CPNI.

We may use or share your CPNI information with our affiliates, agents, and contractors solely for the purpose of developing or bringing to your attention any products or services. You have the right to deny our use of your CPNI for these purposes, or to "opt-out". Denying approval for us to use your CPNI will not affect your services. Granting approval will enhance our ability to offer you new products and services tailored to your needs.

(Company Name)

(Signature)

(Date)



Legal Disclaimers

Internet Acceptable Use Policy

Microsoft License

Tariffs

Service Level Agreement

Internet Services Acceptable Use Policy

Revised: 10/10/2011

1. Introduction

This Acceptable Use Policy (AUP) specifies actions prohibited by Dreamscape Online, LLC. Dreamscape Online retains the right to modify the Acceptable Use Policy at any time, with or without any notification, and any such modification shall be automatically effective as to all customers when adopted by Dreamscape. Questions or comments regarding the Acceptable Use Policy should be forwarded to policy@dreamscape.com.

2. Non-Monitoring Notice - Corporate Disclaimer

Dreamscape customers and users should be aware that Dreamscape Online does not exercise any editorial control over, set standards for, or monitor the contents of any message which appears on, or is accessed through Dreamscape service, the "Internet", any electronic bulletin board or "web site", or any electronic information service. Responsibility for accuracy, suitability, and standards of all such messages rests solely with the originators and recipients of such messages.

3. Compliance With Law

Customer shall not post, transmit, re-transmit or store material on or through any of Services or Products which, in the sole judgment of the Company (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products

3.1. Transmission or Dissemination of Child Pornography

Dreamscape Online's network may not be used by customers in any fashion for the transmission or dissemination of images containing child pornography.

Dreamscape receives all complaints, including complaints that may concern child pornography through the following email addresses:

abuse@northland.net
abuse-cp@northland.net

4. Prohibited Use of Services and Products

4.1. General

- 4.1.1 Resale of Services and Products, without the prior consent of the Company
- 4.1.2 Deceptive Online marketing practices (i.e. Spam).
- 4.1.3 Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer.
- 4.1.4. Actions that restrict or inhibit any Person, whether a customer of the Company or otherwise, in its use or enjoyment of any of the Company's Services or Products.

4.2. Email

- 4.2.1 Sending unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.
- 4.2.2 Collecting responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.
- 4.2.3 Sending Unsolicited Commercial Email from Dreamscape or from another provider to advertise any service that is hosted by Dreamscape or connected via Dreamscape.
- 4.2.4 Creating or forwarding "chain letters" or other "pyramid

schemes" of any type.

4.2.5. Harassment, whether through language, frequency of messages, or size of messages.

4.2.6 Collecting replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider.

4.2.7 Intentionally distributing computer viruses, worms or any computer program or message with the intent of causing harm to the recipient's computer system or network.

4.2.8 Deceptively forging Email headers or providing false information to deceive the recipient or redirect replies to a non-existent Email address.

4.2.9 Using the Email system of a third party without authorization with the intent to send unsolicited mass Email or to cause harm to third party systems.

4.3. System and Network

4.3.1 Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

4.3.2 Performing any action that disrupts Internet access for another user or interferes with Internet communications, including, but not limited to, port scanning, ping flooding, naking, packet spoofing or any denial of service method.

4.3.3 Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

4.3.4 Attempting to forge any TCP-IP packet header with malicious intent.

4.4. Dialup Services

4.4.1 Unless specifically allowed, connecting to Dreamscape from different computers or locations more than once at any given time. Dialup customers may access Dreamscape from different computers at different locations, but not at the same time.

4.4.2 Sharing your username and password with other individuals in order to provide them with free Internet access.

4.5. Web Page Services

4.5.1 Using a "free" personal web page to sell, advertise or promote products or services or to otherwise generate any revenue or profit as a business or non-profit organization.

4.5.2 Distribution of any materials that are considered "highly" pornographic, indecent, harmful or offending as determined by Dreamscape.

4.5.3 Distribution of restricted software or materials in violation of copyrights or distribution licenses.(See 4.1.3)

EXHIBIT A - ADDENDUM

THIS ADDENDUM, entered into on this 10th day of APRIL 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

32 KELLOGG RD NEW HARTFORD NY 13413

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or

provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

Oneida County Department of Traffic Safety

Division of Traffic Safety – STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



Michael S. Colangelo
STOP-DWI Administrator

FN 20 15-269

January 9, 2015

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Please find the attached five (5) copies of a purchase of services agreement between the Traffic Safety Department and an independent "Alive at 25" instructor listed in the contract. This agreement will require for your review and signature. The instructor will provide educational services as a certified "Alive at 25" course instructor; pursuant to the certification procedures and teaching guidelines promulgated by the governing authority over the defensive driving course; currently the National Safety Council.

This funding is 100% supported by revenues from the Defensive Driving Courses offered by Oneida County Traffic Safety; therefore, **there are NO County Dollars in this contact.**

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

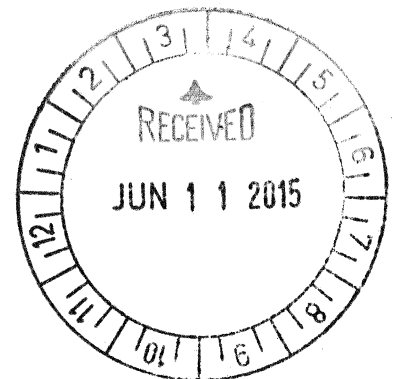
Sincerely,

*Kevin Revere, Director
Emergency Services*

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

Anthony J. Picente, Jr.
County Executive

Date 6/11/15



Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Probation supervision of Oneida County DWI Offenders.

Proposed Dates of Operation: January 1, 2015 – December 31, 2015

Client Population/Number to be served: All defendants sentenced to Probation for DWI & its related offenses.

SUMMARY STATEMENTS

1.) **Narrative description of Proposed Services** – *partial funding of two full-time Probation Officers, as well as their training and staff development as it relates to DWI and related cases. These officers will be responsible for the coordination of all DWI and related cases that are assigned to the Probation department as a result of Oneida County court case dispositions, mileage reimbursement for probation officers supervising DWI and related case loads. The Probation Department shall also be responsible for providing technical assistance to the STOP-DWI Program and the District Attorney's Office with the execution of Judicial orders/plea agreements requiring DWI and related defendants to attend "Victim Impact Panels" as a condition of their probation or as a part of their sentence/pleas agreement. Funding will also be utilized to purchase new alcohol & related drug detection equipment including "secure continuous remote alcohol monitoring devices" to test DWI probationers.*

2.) **Program/Service Objectives and Outcomes** – *To ensure compliance with orders of probation for DWI sentenced defendants.*

3.) **Program Design and Staffing Levels** – *Staff is drawn from the Oneida County Probation Department.*

Total Funding Requested: \$60,000.00 (A3313.109)

Oneida County Dept. Funding Recommendation: \$60,000.00

Proposed Funding Source (Federal\$/State\$/County\$): County Dollars, 100% reimbursed from DWI fine monies generated in Oneida County.

Cost per client served: N/A

Past Performance Data

Oneida County Department Staff Comments:

**ONEIDA COUNTY STOP-DWI PROGRAM
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU), made this **1st day of January 2015**, by and between the **ONEIDA COUNTY PROBATION DEPARTMENT**, hereinafter referred to as "**PROBATION DEPARTMENT**" and the **ONEIDA COUNTY STOP-DWI PROGRAM**, hereinafter referred to as the, "**COUNTY**".

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI**", and

WHEREAS, **PROBATION DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. **PROBATION DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse **PROBATION DEPARTMENT**, up to the sum of Sixty Thousand Dollars and no cents (**\$60,000.00**), for the above. Payments shall be made upon receipt from **PROBATION DEPARTMENT** of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of **PROBATION DEPARTMENT** activities that were undertaken on behalf of the **STOP-DWI PROGRAM** during the quarter submitted for payment. Said voucher must be approved by the **STOP-DWI PROGRAM** Coordinator prior to submission to the County comptroller for payment. The **STOP-DWI PROGRAM** shall evaluate the effectiveness of **PROBATION DEPARTMENT** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter.

3. All activities associated with this agreement shall be governed by the official published "Standard Operating Procedures of The Oneida County STOP-DWI Program, as same may be amended."

4. **PROBATION DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule "A" does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

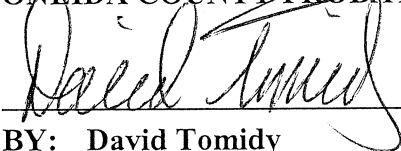
5. **PROBATION DEPARTMENT** agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. This AGREEMENT shall run from: **January 1, 2015 – December 31, 2015.**

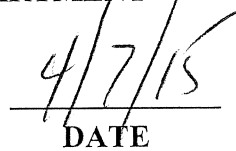
7. The COUNTY reserves the right to cancel this MOU upon 30 days written notice to PROBATION DEPARTMENT. In the event of cancellation, the County will have no further obligation to the PROBATION DEPARTMENT other than payment for costs or services actually incurred prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

8. This MOU may not be assigned by PROBATION DEPARTMENT without the prior written consent of the COUNTY.

ONEIDA COUNTY PROBATION DEPARTMENT

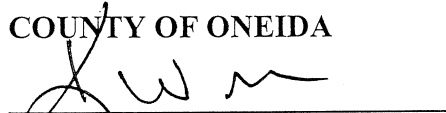


BY: David Tomidy
Title: Director

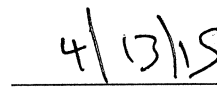


DATE

COUNTY OF ONEIDA



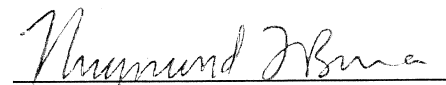
BY: Kevin W. Revere
Title: Emergency Services Director



DATE

BY: Hon. Anthony J. Picente, Jr.
Title: Oneida County Executive

DATE



Approved as to form
Assistant County Attorney

SCHEDULE "A"

In accordance with the **MEMORANDUM OF UNDERSTANDING (MOU)** between **PROBATION DEPARTMENT** and the **ONEIDA COUNTY STOP-DWI Program**, **PROBATION DEPARTMENT** shall receive the following:

1. Sixty-thousand dollars and no cents (**\$60,000.00**) for the partial funding of two full-time Probation Officers, as well as their training and staff development as it relates to DWI and related cases. These officers will be responsible for the coordination of all DWI and related cases that are assigned to the Probation department as a result of Oneida County court case dispositions. Funding may also be utilized for mileage reimbursement for probation officers supervising DWI and related case loads; at a rate consistent with the current rate established by the Oneida County Department of Audit and Control. Additionally, funding may be utilized for the purchase of DWI & related alcohol and other drug testing/field screening equipment, including "*secure continuous remote alcohol monitoring devices*", for use by DWI specific Probation Officers.
2. The Probation Department shall also be responsible for providing technical assistance to the STOP-DWI Program and the District Attorney's Office with the execution of judicial orders/plea agreements requiring DWI and related defendants to attend "**Victim Impact Panels**" as a condition of their probation or as a part of their sentence/plea agreement. Funding may also be utilized for reimbursement of overtime compensation for personnel expenditures associated with assistance with DWI Victim Impact Panel Administration.

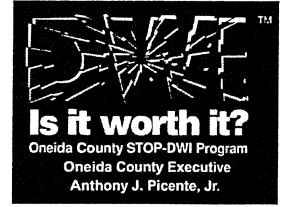
TOTAL COST OF THIS MOU: \$60,000.00

Oneida County
Office of Traffic Safety / STOP-DWI Program



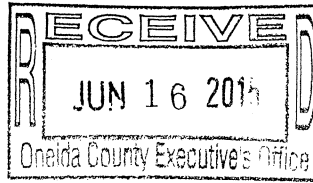
Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



June 13, 2015

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



FN 20 15-270

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

I am requesting the transfer of the 2015 budgeted Temporary Help line to the Salaries Other budget line to cover the costs of the STOP DWI interns, throughout the summer and winter months. The student interns are hired under the Workforce Development College Core Program, which covers 50% of the cost.

The DWI 2015 Budget included funds for the Workforce Development Summer/Winter Help but it was included in the Temporary Help account number 102 instead of the Salaries – Other Account number 109 which is used to reimburse Workforce Development. The following transfer is to re-class these funds and will eliminate the Temporary Help budgeted item.

I therefore request the Board of Legislators approve the following **2015** fund transfer:

TO:

AA# A3313.109 - Stop DWI, Salaries Other..... \$ 7,000.

FROM:

AA# A3313.102 Stop DWI, Temporary Help..... \$ 7,000.

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

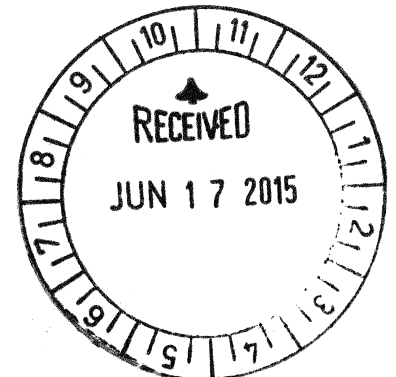
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 6/16/15

CC: County Attorney
Comptroller
Budget Director

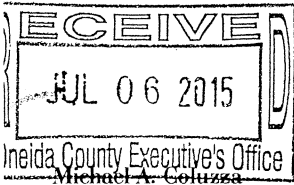
Respectfully submitted,

Thomas A. Giruzzi
Thomas Giruzzi
DWI Program Coordinator



Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943
Fax: 315.736.8958 ▪ E-mail stopdwi@ocgov.net ▪ www.ocgov.net





ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

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

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

FN 20 15-271 June 30, 2015

PUBLIC SAFETY

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

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

Anthony J. Picente, Jr.
County Executive

Date 7/7/15

Dear Mr. Picente:

The District Attorney's Office currently has a Video Recording Equipment grant that was awarded by the New York State Division of Criminal Justice Services. In June of 2014, this grant allowed the purchase of interview recording software for my office. I would like to purchase the same equipment for the Village of Oriskany Police Department using this grant funding. No county funds are required.

Therefore, I am requesting your approval, as well as that of the Board of Legislators, for the following 2015 supplemental appropriation:

To: A1165.495128 Video Recording Grant Expenditures \$10,000.

This appropriation will be fully supported by revenue in:

A3044 State Aid - Video Recording \$10,000.

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.



The Honorable Anthony J. Picente
June 30, 2015
Page Two

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara". The signature is fluid and cursive, with a large initial "S" and "M".

Scott D. McNamara
Oneida County District Attorney

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cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director



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

June 26, 2015

FN 20 15-272 **RECEIVED**
JUN 26 2015
Oneida County Executive's Office

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

PUBLIC SAFETY

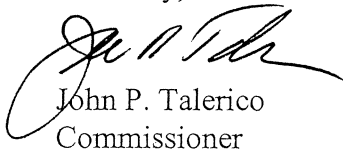
Dear County Executive Picente:

WAYS & MEANS

I am in receipt of correspondence from Oneida County District Attorney Scott D. McNamara, requesting the creation of a new full-time position in the District Attorney's Office. His justification letter is attached. I have reviewed the New Position Duties Statement and determined the appropriate title be Prosecution Information Technology Specialist. I have added the title to the Oneida County Classification Plan and have attached the adopted job specification. I am recommending the salary for this title be set at Grade 30W Step 1 \$40,509.

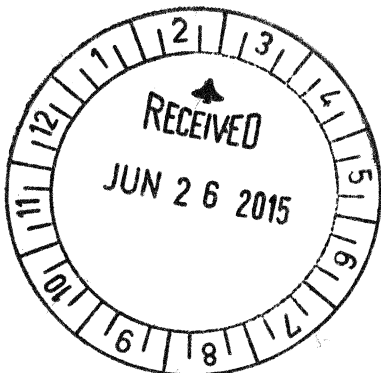
If you concur, please forward this letter to the Board of Legislators and ask that they: 1) set the salary for the title Prosecution Information Technology Specialist at Grade 30W Step 1 \$40,509 and, 2) create the new position of Prosecution Information Technology Specialist.

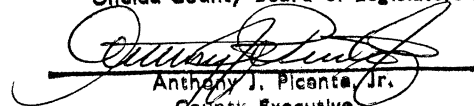
Sincerely,


John P. Talerico
Commissioner

Attachments

Copy: Scott D. McNamara, District Attorney



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

Anthony J. Picente, Jr.
County Executive
Date 6/26/15

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

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District Attorney

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Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais

June 23, 2015

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

Dear John,

By this letter, I am hereby requesting the creation of the position of Prosecution Information Technology Specialist (Grade 30W) for the District Attorney's Office. At the present time, there are no grant funds available for this position; therefore, the position will need to be fully funded by Oneida County.

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

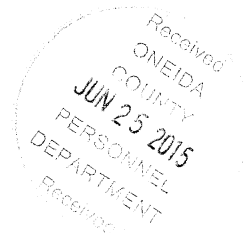
Thank you.

Very truly yours,



Scott D. McNamara
Oneida County District Attorney

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Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Technicians
Adopted: 06/22/15

PROSECUTION INFORMATION TECHNOLOGY SPECIALIST

DISTINGUISHING FEATURES OF THE CLASS: This is technical work in the office of the District Attorney involving the incumbent's responsibility for the oversight and management of a broad array of digital and technology-related projects, systems and evidence associated with the function of the District Attorney's Office and the prosecution of criminal cases. Under the administrative direction of the District Attorney and the direct direction of the Assistant District Attorney, the employee exercises considerable judgment in the completion of the required tasks to be performed. Supervision is not a responsibility of this class. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Oversees and upgrades the Prosecutors Case Management System for use in court and mobile applications;
Administers the Laserfiche digital records management system and e-discovery platform;
Scans and digitally archives closed paper files;
Trains office personnel in currently used technologies;
Manages and oversees the maintenance and repairs of the existing LTE wireless surveillance camera system throughout the City of Utica and its connection to the Oneida County Emergency Services Center;
Oversees the expansion of wireless camera and LTE radio installations in the City of Utica;
Oversees and assists with system maintenance/upgrades of interview room audio/video recording hardware and software;
Manages electronic evidence, including secure storage, duplication and playback;
Converts audio/video files to formats readily usable for court presentations;
Organizes and analyzes cell phone records via Excel spreadsheets;
Maps cell tower locations according to records subpoenaed in criminal cases;
Assists with Facebook, Twitter, other social media subpoenas & evidence;
Creates PowerPoint/Sequel presentations for criminal trials;
Assists ADAs in court with the presentation of electronic evidence.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge in a broad range of technologies, including: digital records management systems, wireless video networks, digital audio/video recording equipment and software, conversion of digital audio/video formats, management of electronic evidence, Microsoft PowerPoint, Microsoft Excel; good technical knowledge of multi-platform computer programs and telecommunications network design and configuration; working knowledge of system analysis; ability to plan technology projects; strong leadership skills; excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language; ability to effectively prioritize and execute tasks; must be able to learn, understand, and apply new technologies; excellent coaching, listening presentation, and interpersonal skills; initiative; resourcefulness.

continued...

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in Information Technology or Criminal Justice **AND** two (2) years of experience in the operation of wireless video surveillance equipment, digital archiving, digital records management systems, Microsoft PowerPoint, and/or Microsoft Excel software; **OR**
- (B) Graduation from a regionally accredited or New York State registered two-year college with an Associate's degree in Information Technology or Criminal Justice **AND** four (4) years of experience in the operation of wireless video surveillance equipment, digital archiving, digital records management systems, Microsoft PowerPoint and/or Microsoft Excel software.

Adopted: 06/22/15

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

Oneida County Public Defender
Criminal Division

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Main Office

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

INVESTIGATOR'S OFFICE
James J. Larabee, Sr. Investigator

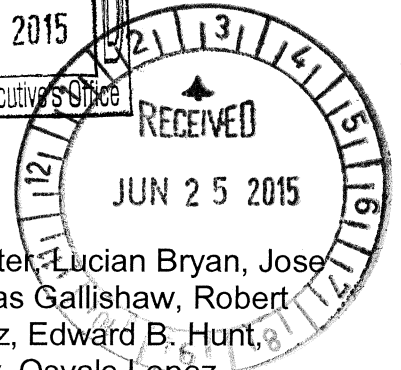
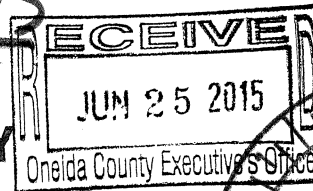
Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

Tuesday, June 23, 2015

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

FN 20

PUBLIC SAFETY
WAYS & MEANS



Re: Certification of Section 606 Expenses

Francisco Bernard, Brian A. Bilby, Shady Bolton, Carney A. Broadwater, Lucian Bryan, Jose S. Colon, Miguel DeJesus, Raymond Dorsey, Edwin Duclosel, Thomas Gallishaw, Robert Garcia, Kwame Garnett, Henri Goree, Shateek Gray, Julio Hernandez, Edward B. Hunt, Jahmel D. Jackson, Anthony Jones, Jona Knox, Alexander Krasnikov, Osvaldo Lopez-Carrasquillo, Mario Malave, Jonathan Mead, Edgar Medina, Radcliffe Meeks, Edmund Melendez, Marcello Moreira, Richard M. Nellenbach, Eric C. Patterson, Andy Quezada, Anthony Rivera, Shawn Schoonmaker, Jose Sanbolin, Albert Sherman, Ruben Smith, Miguel Sotomayor, Charles Thomas, Shadrach Vallade, Shawn Williams, Jason Yorio, Tyshawn Young, being inmates of the State of New York.

Dear Mr. Picente:

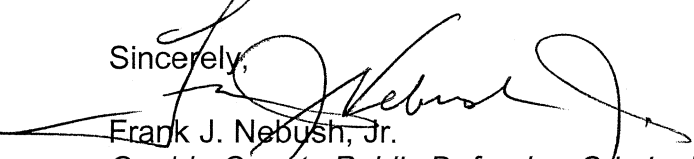
Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,


Frank J. Nebush, Jr.
Oneida County Public Defender, Criminal Division

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


Anthony J. Picente, Jr.
County Executive

Date 6/25/15

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$40,688.05** for undertaking the legal defense of:

Francisco Bernard, Brian A. Bilby, Shady Bolton, Carney A. Broadwater, Lucian Bryan, Jose S. Colon, Miguel DeJesus, Raymond Dorsey, Edwin Duclosel, Thomas Gallishaw, Robert Garcia, Kwame Garnett, Henri Goree, Shateek Gray, Julio Hernandez, Edward B. Hunt, Jahmel D. Jackson, Anthony Jones, Jona Knox, Alexander Krasnikov, Osvaldo Lopez-Carrasquillo, Mario Malave, Jonathan Mead, Edgar Medina, Radcliffe Meeks, Edmund Melendez, Marcello Moreira, Richard M. Nellenbach, Eric C. Patterson, Andy Quezada, Anthony Rivera, Shawn Schoonmaker, Jose Sanbolin, Albert Sherman, Ruben Smith, Miguel Sotomayor, Charles Thomas, Shadrach Vallade, Shawn Williams, Jason Yorio, Tyshawn Young, being inmates of the State of New York.

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

**In the Matter of the Claim of the
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:
Francisco Bernard, Brian A. Bilby, Shady Bolton, Carney A. Broadwater, Lucian Bryan, Jose S. Colon, Miguel DeJesus, Raymond Dorsey, Edwin Duclosel, Thomas Gallishaw, Robert Garcia, Kwame Garnett, Henri Goree, Shateek Gray, Julio Hernandez, Edward B. Hunt, Jahmel D. Jackson, Anthony Jones, Jona Knox, Alexander Krasnikov, Osvaldo Lopez-Carrasquillo, Mario Malave, Jonathan Mead, Edgar Medina, Radcliffe Meeks, Edmund Melendez, Marcello Moreira, Richard M. Nellenbach, Eric C. Patterson, Andy Quezada, Anthony Rivera, Shawn Schoonmaker, Jose Sanbolin, Albert Sherman, Ruben Smith, Miguel Sotomayor, Charles Thomas, Shadrach Vallade, Shawn Williams, Jason Yorio, Tyshawn Young, being inmates of the State of New York.

A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

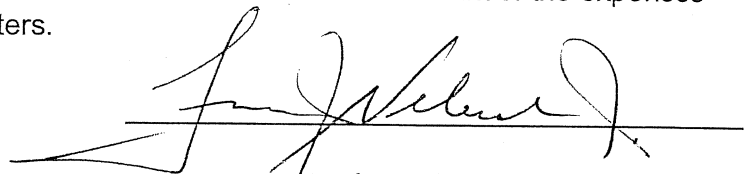
TOTAL OF EXPENSES

People v. Francisco Bernard	\$856.39
People v. Brian A. Bilby	\$351.90
People v. Shady Bolton	\$2,191.48
People v. Carney A. Broadwater	\$609.16
People v. Lucian Bryan	\$931.27
People v. Jose S. Colon	\$133.26
People v. Miguel DeJesus	\$392.75
People v. Raymond Dorsey	\$2,274.91
People v. Edwin Duclosel	\$905.32
People v. Thomas Gallishaw	\$463.46
People v. Robert Garcia	\$781.62
People v. Kwame Garnett	\$1,687.41
People v. Henri Goree	\$1,034.34
People v. Shateek Gray	\$133.26
People v. Julio Hernandez	\$1,488.95
People v. Edward B. Hunt	\$133.26
People v. Jahmel D. Jackson	\$133.26
People v. Anthony Jones	\$583.64
People v. Jona Knox	\$1,476.96
People v. Alexander Krasnikov	\$940.01
People v. Osvaldo Lopez-Carrasquillo	\$133.26
People v. Mario Malave	\$1,911.48
People v. Jonathan Mead	\$799.19
People v. Edgar Medina	\$367.46
People v. Radcliffe Meeks	\$590.13
People v. Edmund Melendez	\$1,193.25

People v. Marcello Moreira	\$133.26
People v. Richard M. Nellenbach	\$2,971.25
People v. Eric C. Patterson	\$133.26
People v. Andy Quezada	\$133.26
People v. Anthony Rivera	\$697.14
People v. Shawn Schoonmaker	\$1,008.98
People v. Jose Sanbolin	\$437.09
People v. Albert Sherman	\$3,962.66
People v. Ruben Smith	\$1,064.73
People v. Miguel Sotomayor	\$968.47
People v. Charles Thomas	\$634.69
People v. Shadrach Vallade	\$1,716.11
People v. Shawn Williams	\$1,487.12
People v. Jason Yorio	\$2,424.31
People v. Tyshawn Young	<u>\$418.34</u>
TOTAL	\$40,688.05

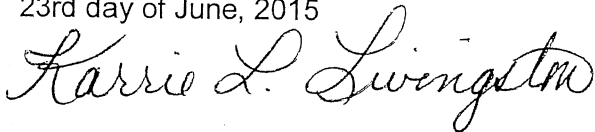
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: June 23, 2015



Frank J. Nebush, Jr.

Subscribed and sworn to before me this
23rd day of June, 2015



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/28/16
0116190619

**Oneida County Public Defender
Criminal Division**

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

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Telephone: (315) 334-7012
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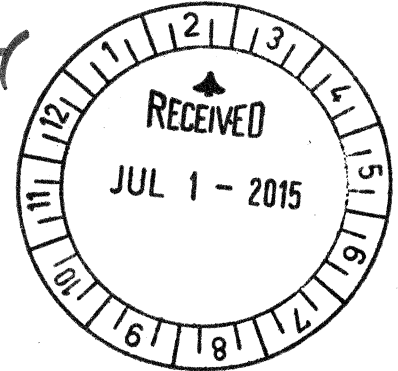
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June 24, 2015

FN 20 15-274

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

PUBLIC SAFETY



Re: Aid to Defense Contract \$26,100
04/01/2015 – 09/30/2016
Contract # T444348
DCJS# AD15444348 / AD16444348

WAYS & MEANS

Dear Mr. Picente:

Attached are the documents required for approval and electronic signature of the above contract. The purpose of this grant allocation is to provide better coordination between attorneys which are assigned to violent and repeat offenders and provide for more efficient disposition of the cases. **No County dollars are involved.**

The contract period is for eighteen (18) months this year to adjust future contract cycles to begin after the fiscal year. Since this must have Board approval, please forward to the Board of Legislators once you have reviewed the documents.

Sincerely,

Frank J. Nebush, Jr., Esq.
Public Defender, Criminal Division

FJN/ki

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

Anthony J. Picente, Jr.
County Executive

Date 7-1-15

Oneida Co. Department: PD/Criminal Div.

Completing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Division of Criminal Justice Service

**Title of Activity or Service: Aid to Defense / Grant / DCJS # AD15444348/AD16444348
Project No. AD15-1012-D00**

Proposed Dates of Operation: April 1, 2015 – September 30, 2016

Client Population/Number:

Summary Statements

1) Narrative Description of Proposed Services: Tracks violent and repeat offenders in Utica City Court for coordination with felony attorneys.

2) Program/Service Objectives and Outcomes: Increase disposition times for repeat and violent offenders and provide vertical representation.

3) Program Design and Staffing: Coordinates repeat and violent offenders with attorneys handling criminal term in Utica City Court. This also supports a portion of assistant public defender salary.

Total Funding Requested: \$26,100

Account # : A2202

Oneida County Dept. Funding Recommendation: No County Cost

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

Cost Per Client Served: No County Cost

Past Performance Data: State quarterly reports available for review.

O.C. Department Staff Comments: Funds a portion of assistant public defender salary.

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T444348 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939	TYPE OF PROGRAMS: Aid to Defense DCJS NUMBERS: AD15444348 AD16444348 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000	INITIAL CONTRACT PERIOD: FROM 04/01/2015 TO 09/30/2016 FUNDING AMOUNT FROM INITIAL PERIOD: \$26,100.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: <div style="border: 1px solid black; width: 150px; height: 15px; margin-bottom: 5px;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	APPENDIX 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 A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

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

AD15-1012-D00

Oneida County

05/26/2015

AGREEMENT**STATE OF NEW YORK
AGREEMENT**

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

CONTRACTOR.

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

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

AD15-1012-D00

Oneida County

05/26/2015

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fax: 518-292-5884
email: opa@esd.ny.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

January, 2014

Certified by - on

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

AD15-1012-D00

Oneida County

05/26/2015

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

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

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

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

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

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

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

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

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

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

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

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

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

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

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

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

allowable.

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

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

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

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

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

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

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

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

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

quotes.

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

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

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

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

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

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

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

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

Agreement terms.

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

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

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

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

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

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

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

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

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

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

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

incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

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

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

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

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

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

25. Federal Funds

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

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

OMB Circular A 21, Cost Principles for Educational Institutions;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. General Responsibility Language

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

30. Suspension of Work (for Non-Responsibility)

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

31. Termination (for Non-Responsibility)

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

VER 05/13/2013

Certified by - on

Award Contract**Aid to Defense**

Project No.
AD15-1012-D00

Grantee Name
Oneida County

05/26/2015

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Public Defender - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant Public Defender III DCJS # AD16444348 4/1/16 -9/30/16	1	\$8,700.00	\$8,700.00	\$8,700.00	\$0.00
Justification: Additional 6 months to adjust contract cycles after start of state fiscal year.						
2	Assistant Public Defender III DCJS # AD15444348 4/1/15 - 3/31/16	1	\$17,400.00	\$17,400.00	\$17,400.00	\$0.00
Justification: This provides approximately 25% of the funds for An Assistant Public Defender III position to assist in increased investigation, client contact and disposition times.						
Total				\$26,100.00	\$26,100.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$26,100.00	\$26,100.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$26,100.00	\$26,100.00	\$0.00

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

AD15-1012-D00

Oneida County

05/26/2015

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

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

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

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

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

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

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

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

VER05/13/2013

Certified by - on

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

AD15-1012-D00

Oneida County

05/26/2015

APPENDIX D - Work Plan**Goal**

To provide and promote quality legal representation to indigent adults and youth facing felony crime charges.

Objective #1

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

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment in the most expedient manner possible and designate experienced defense attorneys to handle these cases.

Performance Measure

- 1 Provide the names and years of experience of personnel funded under the Aid to Defense (ATD) program, update quarterly if any changes occur.
- 2 Provide the approximate percentage of time personnel are dedicated to ATD cases.
- 3 Provide the number of cases screened and the number designated as ATD cases.
- 4 Provide the number of felony cases defended this period.
- 5 Provide the percentage of cases where vertical representation was used.

Objective #2

To utilize all available measures for an early case resolution that minimizes custody time.

Task #1 for Objective #2

To perform investigations, vertical representation, and to minimize custody time and disruption to each client's life.

Performance Measure

- 1 Submit data for ATD cases processing time from indictment through disposition.
- 2 Provide the average case processing time for cases closed this period.
- 3 Submit data regarding the number of diversions as alternatives to incarceration.
- 4 Provide the number and percentage of cases identified in performance measure #1 that are resolved for a reduced charge (less than the original top charge).

Objective #3

To provide an assessment of the overall impact of the ATD program.

Task #1 for Objective #3

Provide a semi-annual narrative discussing how receipt of these funds is critical to the operation of your office, how it has positively affected your ability to represent the defendants and how it has improved case processing times and outcomes and the overall administration of justice.

Performance Measure

- 1

Provide narrative reports summarizing how ATD funding is critical to the grantee's operation. Reports must be submitted semiannually, following the quarters ending in October and March.

Objective #4

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #4

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 Submission of the DCJS LOCAL ASSISTANCE MWBE EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN form.

Task #2 for Objective #4

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

Performance Measure

- 1 Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified MBEs, as subcontractors/suppliers. NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying re-assessed MBE participation goals.
- 2 Identify if you are on target to meet your identified MBE goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.
Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified WBEs, as subcontractors/suppliers. NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying re-assessed WBE participation goals.
- 3 Identify if you are on target to meet your identified WBE goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Task #3 for Objective #4

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

Performance Measure

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

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

AD15-1012-D00

Grantee Name

Oneida County

05/26/2015

Award Conditions

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

APPENDIX D - Special Conditions

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

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

Although Appendix A1 requires four (4) quarterly reports, for purposes of this grant award, grantees should submit progress reports as follows:

- Four (4) progress reports for contracts of \$100,000 or more
- Two (2) progress reports for contracts between \$1 and \$99,999

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

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

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

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

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

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

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data

standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

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

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

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Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Mark Joseph
Holly Matthews
Paula Mrzlikar

April 28, 2015

FN 20 15-275

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

PUBLIC SAFETY
WAYS & MEANS

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

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

Date 7/7/15

Re: Alternatives To Incarceration Grant 2015-2016

Dear Mr. Picente:

In April we submitted an ATI Plan for 2015/2016 that was approved by the ATI Board to DCJS. Enclosed is the yearly renewal contract for reimbursement of expenses (based on outcomes) incurred by our Domicile Restriction Program. We are very pleased that the amount is \$43,781 and for the fourth straight year our program has not been reduced like many other programs around the state. We have run this successful program for over 20 years which allows defendants the opportunity to live at home, work, and seek treatment instead of incarceration. This program involves both adults and juveniles and in 2014 our accounting reveals savings to the County of over \$1.5 million.

This program is highly cost effective and promotes social adjustment of appropriate offenders. Without sacrificing Public Safety, we are able to increase the chances of offenders at making positive adjustments in their lives.

Please submit this contract to the Board of Legislators for approval. Upon their approval please sign the contract electronically.

Your continued support of this and all of our programs and efforts is most appreciated.

Very truly yours,
David Tomidy
DAVID TOMIDY
PROBATION DIRECTOR



DT:kas
Enclosures

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210

Title of Activity or Service: Domicile Restriction Program

Proposed Dates of Operation: 7/1/2015 to 6/30/2016

Client Population/Number to be Served:

Summary Statements:

- 1) Narrative Description of Proposed Services: Provides Alternative to Incarceration both at the Pre-Trial and Post-Sentencing stages of the Legal Process and is a graduated sanction of Probation. It allows home sobriety checks and surveillance of Sex Offenders' movements.
- 2) Program/Service Objectives and Outcomes: Replaced 9,716 days of incarceration at County Jail – savings of \$90.00 per day = \$874,440; Allows employed Defendants to continue working; 2,356 days of secure or non-secure detention for juveniles saving \$758,697 for the County.
- 3) Program Design and Staffing: Reducing burden on Social Services (38 employed full-time; 6 part-time employed; and 6 students = 113 adult offenders served). One Probation Officer and two Probation Assistants install and monitor equipment and report compliance/violations to the Court.

Total Funding Requested:

Account #: 3141

Our Budget is \$284,457 and we are seeking \$43,781.00 from DCJS in this grant. Bail Pounding of \$5,000; and Reimbursement from the Utica Police Department of \$7,680. Net Cost to run this Program is \$227,996.

Cost Per Client Served: \$3.26 per day per client

Past Performance Data: 85% reduction in recidivism which on Domicile Restriction - 99 successfully completed in 2014.

O.C. Department Staff Recommendation: Probation Department highly recommends applying for State funding to continue programming as this Project provides a cost effective alternative to incarceration. It reduces county costs to the jail and provides opportunity for community-based supervision and service provision.

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C523381 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p>TYPE OF PROGRAMS: OPCA ATI Classification DCJS NUMBERS: 13C0523381 TC11523381 TCC2523381 TCD3523381 TCE4523381 TCF4523381 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2011 TO 06/30/2016 FUNDING AMOUNT FROM INITIAL PERIOD: \$241,022.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;">Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</div></p>	<p>APPENDIX 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 A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify) Appendix B-1 Program Performance Milestones and Costs</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <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**OPCA ATI Classification****Project No.****Grantee Name**

CL11-1014-E05

Oneida County

04/27/2015

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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

OPCA ATI Classification

Project No.

Grantee Name

CL11-1014-E05

Oneida County

04/27/2015

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CL14- Oneida County Domicile Restriction Program - 7/01/15 - 6/30/16 - Based on maximum state reimbursement amount in Appendix B1	1	\$43,781.00	\$43,781.00	\$43,781.00	\$0.00
Justification: See attached Appendix B1 Program Performance Milestones and Costs						
Total				\$43,781.00	\$43,781.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$43,781.00	\$43,781.00	\$0.00

Oneida County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$43,781.00	\$43,781.00	\$0.00

Award Contract

OPCA ATI Classification

Project No.Grantee Name

CL11-1014-E05

Oneida County

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APPENDIX D - Work Plan**Goal**

The Oneida County Domicile Restriction program's goal is to reduce recidivism, promote public safety and enhance defendant/offender accountability through community corrections. Work Plan Term: 7/1/2015-06/30/2016.

Objective #1

Place individuals into the Domicile Restriction program Per Appendix B-1.

Task #1 for Objective #1

The following tasks are associated with this objective: CASES ACCEPTED FOR ELECTRONIC MONITORING: 1. All probation officers conducting pre-sentence investigations recommending a split-sentence will state in the evaluative analysis the defendant is eligible for domicile restriction in lieu of incarceration. Probation orders and conditions signed by the judge would indicate the period of domicile restriction imposed; 2. The sentencing courts in which a pre-sentence investigation is not ordered will notify the Domicile Restriction program with a court order; 3. All probation officers supervising criminal court sentenced offenders will notify the Domicile Restriction program if during a violation of probation matter before the court a graduated sanction of Domicile Restriction is recommended in lieu of incarceration. The court order by the judge would indicate the period of domicile restriction. Maintain the following case file documentation: a. A copy of the pre-sentence investigation, orders and conditions of probation and a court ordered Domicile Restriction form. b. A copy of the court ordered Domicile Restriction form for b and c above.

Performance Measure

1 The number of individuals placed in the program.

Objective #2

Participants will successfully complete the program per Appendix B-1.

Task #1 for Objective #2

The following tasks are associated with this objective: CASES SATISFACTORILY COMPLETING ELECTRONIC MONITORING: 1. All defendants, as part of a split-sentence or conditional discharge in lieu of incarceration in which a pre-sentence was submitted to County, City or Justice Courts, will have electronic monitoring equipment installed on their person, in their home and entered into the department's computer within 24 hours by program staff during the business week. The court will be notified if this is not possible in order to amend the court order. 2. All defendants ordered by the Justice Courts, whether a pre-sentence investigation is/is not conducted, will be processed as soon as the disposition and order are received via mail; 3. All defendants will be monitored either by program staff during business hours or through the computer and, as applicable, with DCJS's supervision rule; 4. The program staff will file misconduct reports with the sentencing court within 24 hours during the business week for non-compliance; 5. If the court orders, the defendant will be reinstated based on the violation; 6. The sentencing court will be notified, in writing, of successful completion of the Domicile Restriction condition. Maintain the following case file documentation: - All defendants will have a case file to include PSI and the court-ordered - All defendants will have a daily contact sheet or computer driven report of contacts. If in violation, a notation of appropriate actions - A successfully completed form sent to the judge

Performance Measure

1 The number of individuals successfully completing the program.

Objective #3

To provide additional program related data to OPCA.

Task #1 for Objective #3

Gather and provide additional program related data to OPCA.

Performance Measure

- 1 Number of individuals interviewed/assessed/evaluated.

Objective #4

To provide additional program related data to OPCA.

Task #1 for Objective #4

Gather and provide additional program related data to OPCA.

Performance Measure

- 1 Total number of individuals terminated unsatisfactorily. Total number administratively discharged.

Award Contract

OPCA ATI Classification

Project No.Grantee Name

CL11-1014-E05

Oneida County

04/27/2015

Award Conditions

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

APPENDIX D - Special Conditions

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.
2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

OPCA Special Conditions

This contract is managed through the DCJS automated Grant Management System (GMS) which grantee has agreed to access. The former Division of Probation and Correctional Alternatives (DPCA) merged into DCJS effective June 22, 2010 and is now the Office of Probation and Correctional Alternatives - OPCA - within DCJS. DCJS is making changes to the GMS to accommodate this merger. These changes may impact headings, spacing, fonts, layout, order and general presentation of this agreement and appendices. Headings, spacing, fonts, layout and presentation of material is for the convenience of display and has no legal consequence. A reference to Appendix B is a reference to the Program Budget, a reference to Appendix B1 is a reference to Program Milestones and Costs and a reference to Appendix D is a reference to the Program Workplan and/or special conditions. All Appendices when displayed by GMS in the grantees account are fully incorporated into the terms of the agreement.

A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.
6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.
2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms. In addition to the four (4) progress reports referenced in Appendix A-1 which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly PROGRAM data on Tracking Logs, to OPCA at dcjsopcaati@dcjs.state.ny.us consistent with GMS progress report due dates.

Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:
NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

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

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports on the schedule indicated in Appendix A-1. Effective July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.

2. Tracking Logs - All OPCA 13-A ATI programs, with the exception of Pretrial Programs, are required to submit Tracking Logs according to the same quarterly reporting schedule. The OPCA Tracking Log template will be sent directly to each CONTRACTOR upon contract execution. The completed Tracking Logs should be submitted to dcjsopcaati@dcjs.ny.gov.

OPCA Special Conditions

This contract is managed through the DCJS automated Grant Management System (GMS) which grantee has agreed to access. The former Division of Probation and Correctional Alternatives (DPCA) merged into DCJS

effective June 22, 2010 and is now the Office of Probation and Correctional Alternatives - OPCA - within DCJS. DCJS is making changes to the GMS to accommodate this merger. These changes may impact headings, spacing, fonts, layout, order and general presentation of this agreement and appendices. Headings, spacing, fonts, layout and presentation of material is for the convenience of display and has no legal consequence. A reference to Appendix B is a reference to the Program Budget, a reference to Appendix B1 is a reference to Program Milestones and Costs and a reference to Appendix D is a reference to the Program Workplan and/or special conditions. All Appendices when displayed by GMS in the grantees account are fully incorporated into the terms of the agreement.

A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
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6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

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permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

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2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide vouchers, detailed fiscal documentation and other programmatic information due on the last day of the month following the end of each calendar quarter in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms. In addition to the four (4) progress reports which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly PROGRAM data on Tracking Logs to OPCA at dcjsopcaati@dcjs.state.ny.us consistent with GMS progress report due dates.

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3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:
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Office of Finance
80 South Swan St.
Albany, NY 12210

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Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

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month following the end of each calendar quarter. Effective July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.

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5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or

more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

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C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY.

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3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

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80 South Swan St.

Albany, NY 12210

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

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

Special Conditions - Classification

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.

2. The CONTRACTOR shall provide case specific data as called for and delineated by DCJS. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.

2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.

3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE

PROVIDER(S) fail to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.

4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

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2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

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1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

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Program progress reports and vouchers with fiscal documentation will be due on the last day of the month following the end of each calendar quarter. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

In addition to the progress reports which are required, for purposes of this grant award, the CONTRACTOR shall also submit, if applicable, quarterly PROGRAM data on Tracking Logs, to OPCA at dcjsopcaati@dcjs.ny.gov consistent with GMS progress report due dates.

Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

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6. 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.

7. The CONTRACTOR agrees that these grant funds will be used to supplement and not supplant existing funds and services.

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports on the schedule indicated in Appendix A-1. Effectively July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.

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Award Contract

OPCA ATI Classification

Project No.

Grantee Name

CL11-1014-E05

Oneida County

04/27/2015

Amendment created on - 01/27/2015
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2015
Contract Amount - \$197,241.00

Amendment certified on - 10/16/2014
Amendment Type - Simplified Renewal
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2015
Contract Amount - \$197,241.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 04/07/2014
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2014
Contract Amount - \$153,460.00

Amendment certified on - 10/15/2013
Amendment Type - Simplified Renewal
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2014
Contract Amount - \$153,460.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 06/05/2013
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2013
Contract Amount - \$109,679.00

Amendment certified on - 04/11/2013
Amendment Type - Inc/Ext/Workplan
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2013
Contract Amount - \$109,679.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 10/16/2012
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2012
Contract Amount - \$65,898.00

Amendment certified on - 04/23/2012
Amendment Type - Inc/Ext/Workplan
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2012
Contract Amount - \$65,898.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 12/13/2011
Prior Contract Terms

Contract Start Date - 01/01/2011
Contract End Date - 12/31/2011
Contract Amount - \$43,781.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

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

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

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

Certified by - on