



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

Philip M. Sacco
Minority Leader

COMMUNICATIONS FOR WITH DOCUMENTATION November 23, 2016

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

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Griffiss International Airport



660 Hangar Road, Suite 223

Rome, NY 13441

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

ANTHONY J. PICENTE, JR.

County Executive

RUSSELL STARK

Commissioner of Aviation

November 22, 2016

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

FN 20 16-411

WAYS & MEANS

Dear County Executive Picente:

This letter is regarding the most recent Consolidated Funding Application Grant (CFA 58009) of \$2,100,000 that was awarded to Griffiss International Airport for the purchase of an X-band Radar System from SAAB Sensis Corporation and additional sensors from SRC Companies. With respect to the above CFA, we request approval of the following actions:

(1) To give retroactive approval of the NY State CFA grant (CFA 58009) of \$2.1 million for Phase 1 of the Griffiss UAS Test Site range instrumentation. By way of explanation, the grant provided funding for 2 projects (Nosedock 785, and additional funding towards Phase 1 Range Instrumentation as it was not fully funded in our initial award). The Board of Legislators had given prior approval for you to execute any applications and awards for funding relative to the Airport Capital Improvement Plan, which contains the work on Nosedock 785. By separate resolution, the Board of Legislators had given approval to accept \$2 million in funding for Phase 1 Range Instrumentation, and approval to accept assignment of \$2 million in funding from NUAIR for the same. There was an oversight in that neither of the resolutions relative to Phase 1 Range Instrumentation gave authorization to accept future funding.

(2) Request sole source procurement of Range Instrumentation systems from Saab Sensis and SRC Companies. The Board of Legislators previously declared and authorized Saab Sensis as a sole source for the X-band Radar System, and SRC Companies as the sole source for the sensors. That resolution authorized spending \$4 million. In light of the additional funding, we are requesting authorization for sole source purchase to complete Phase 1 Range Instrumentation.

If you concur with the above steps, please forward to the Oneida County Board of Legislators for Board action.

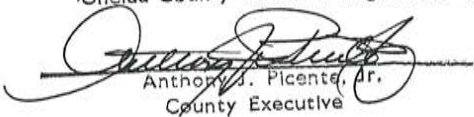
Sincerely,


Russell Stark

Commissioner

Oneida County Department of Aviation

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


Anthony J. Picente, Jr.
County Executive

Date 11-22-16

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 w Fax: (315) 768-6299

November 8, 2016

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

FN 20 16-412
PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

On July 13, 2016, the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Engineers, Inc. in the amount of \$59,780.00 to prepare plans and specifications for rehabilitation or replacement of the following.

- Replacement of Structure C1-7, Summit Road over Willis Br., Town of Paris.
- Replacement of Structure C1-6, Mason Road over Tinker Hollow Br., Town of Sangerfield.
- Replacement of Structure C1A-67A, Sheehan Road over Christian Br., Town of Annsville.
- Rehabilitation of Structure C4-75, Buck Hill Road over Cyrus Br., Town of Western.
- Rehabilitation of Structure C5-50A, Vienna Road over Vienna Br., Town of Vienna.

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

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



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

Anthony J. Picente Jr.
County Executive

Date

11-9-16

Competing Proposal	<u> X </u>
Only Respondent	<u> </u>
Sole Source RFP	<u> </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution – 12/31/2017

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Prepare plans and specifications for rehabilitation or replacement of the following:

- Replacement of Structure C1-7, Summit Road over Willis Brook, Town of Paris.
- Replacement of Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield.
- Replacement of Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville.
- Rehabilitation of Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western.
- Rehabilitation of Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$59,780.00 **Account #:** H-498

Oneida County Dept. Funding Recommendation: \$59,780.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$59,780.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONSULTING AGREEMENT
COUNTY OF ONEIDA

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between THE COUNTY OF ONEIDA, 800 Park Avenue, Utica, NY 13501, a public entity, hereinafter called "COUNTY," and C & S ENGINEERS, INC., 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, County requires consulting services to assist the County in preparing detailed engineering design services and reconstruction plans and specifications for various structures; and

WHEREAS, Consultant has submitted a proposal to provide such plans, specifications, and construction phase services for rehabilitation or replacement of the structures more fully defined herein; and

WHEREAS, The Oneida County Board of Legislators has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed by County and Consultant that for the consideration hereinafter set forth, Consultant shall provide said services to County.

1. ARTICLE 1 - TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than **December 31, 2017**.

2. ARTICLE 2 - NOTICE TO PROCEED

2.1. This Agreement shall become effective upon execution of the final signature. Consultant shall commence work upon receipt of County's Notice to Proceed, which shall be in the form of a letter signed by County's Project Manager. County's Notice to Proceed will authorize the Contracted Services described in **Exhibit A** with fees described in ARTICLE 7. No Services shall commence until the Notice to Proceed is issued.

3. ARTICLE 3 - SCOPE OF SERVICES

3.1 The "Contract Documents" consist of this Agreement, any and all Exhibits, the Request for Proposal 2017-1, and any attachments thereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications

issued after execution of this Agreement, all of which form the Agreement, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 19

3.2 Consultant agrees to furnish Services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The Services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in the Contract Documents.

3.3 Consultant agrees to provide plans, specifications, and construction phase services for rehabilitation or replacement of the following structures:

3.3.1 Replacement of Structure C1-7, Summit Road over Willis Brook, Town of Paris;

3.3.2 Replacement of Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield;

3.3.3 Replacement of Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville;

3.3.4 Rehabilitation of Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western;

3.3.5 Rehabilitation of Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

4. ARTICLE 4 - PERFORMANCE OF SERVICES

4.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service to the County under this Agreement.

4.2. Consultant's work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between County and Consultant. Consultant agrees to diligently perform the Services to be provided under this Agreement.

4.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

- 4.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 4.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.
- 4.6. Consultant has examined the Contract Documents, the site of the proposed Service, is familiar with local conditions at the place where Services are to be performed and fully comprehends the requirements and intent of the Contract Documents.
- 4.7. Consultant shall use the Consultant's best efforts to perform the Services such that the results are satisfactory to the County. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- 4.8. Consultant is solely responsible for paying all of his/her business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
- 4.9. Consultant may, at the Consultant's own expense, employ or engage the services of sub consultants and/or partners as the Consultant deems necessary to perform the Services. Employees, subconsultants and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, sub consultants and/or partners with any salary or benefits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services by the employees, sub consultants and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.
- 4.10. Consultant acknowledges and agrees that the Consultant and its employees, sub consultants and/or partners have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4.11. Consultant understands that prompt and ready completion of the Services delineated under this Agreement is required by County. The Consultant shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.

5. ARTICLE 5- NON ASSIGNMENT

5.1. In compliance with New York General Municipal Law Section 109, the Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his right, title or interest therein, or his power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

6. ARTICLE 6- SUBCONSULTANTS

6.1. A sub consultant is a person who has an agreement with the Consultant to perform any of the Services.

6.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of sub consultants to whom the Consultant proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Consultant and any sub consultants regarding the award of any portion of the Services within ten (10) days of their final execution.

6.3. Agreements between the Consultant and the sub consultant shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits and Contract Documents, insofar as applicable.

7. ARTICLE 7 – COMPENSATION

7.1. County agrees to pay Consultant a lump sum fee of Forty Four Thousand Seven Hundred Eighty Dollars (\$44,780.00) for Implementation, Design Development, Comments/Revisions/Final Review, Bid Documents, Public Bidding, and Record Drawings. Payment shall be made on a basis of Services completed.

7.2. County agrees to pay Consultant a not-to-exceed lump sum fee of Fifteen Thousand Dollars (\$15,000) for Construction Phase services. Consultant shall receive payment on a Services performed basis. Therefore, contingency funds not used shall be credited to the County. **Exhibit B**, attached hereto and incorporated herein, shall be used to calculate payment due for Construction Phase services.

7.3. Payments shall be made on the basis of Services completed. The following schedule of values shall be applied:

Implementation, Design Development & Final Review	60%
Bid Documents and Public Bidding	30%
Construction Phase	See Article 7.2
Record Drawings	10%
Total	100%

7.4. There shall be no separate payments for reimbursable expenses. Reimbursement for miscellaneous expenses is included in lump sum fixed fee(s) and/or hourly rates.

7.5. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of Services completed and/or on completion of major tasks.

7.6. The County reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of the Contractor to pay its subcontractors, (4) damage to the County, or (5) failure to carry out the services in accordance with the Contract Documents. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

7.7. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.

8. **ARTICLE 8- CHANGE IN SERVICES**

8.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County

of the identified changes and advise the County of the recommended solution. Services shall not be performed on such changes without prior written authorization through a Change Order as provided by the County as attached hereto as **Exhibit C**.

9. ARTICLE 9 - PROJECT MANAGERS

- 9.1. County designates the Deputy Commissioner, Division of Engineering, as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between County and Consultant. In the event County wishes to make a change in the County's representative, County will notify Consultant of the change in writing.
- 9.2. Consultant designates John R. Freeman, P.E. as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub consultant shall be subject to approval by the County Project Manager.

10. ARTICLE 10 – NOTICES

- 10.1. Any notice which the County may desire or is required at any time to give or serve Consultant may be delivered personally, or be sent by United States mail, postage prepaid, addressed to Consultant's Project Manager's attention, or at such other address as shall have been last furnished in writing by Consultant to County.
- 10.2. Any notice which Consultant may desire or is required at any time to give or serve upon County may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to Deputy Commissioner, Division of Engineering, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by County to Consultant. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

11. ARTICLE 11-INDEPENDENT CONTRACTOR STATUS

- 11.1. It is expressly agreed that the relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's

compensation, retirement, or health benefits. The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the County by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- 11.2. The Consultant warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Consultant and the County agree that the Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- 11.3. The Consultant shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- 11.4. The Consultant acknowledges and agrees that neither the Consultant, nor its employees, sub consultants and/or partners shall be eligible for any County employee benefits, including retirement membership credits.
- 11.5. The Consultant shall be solely responsible for applicable taxes for all compensation paid to the Consultant or its employees, sub consultants and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- 11.6. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

- 11.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- 11.8. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

12. ARTICLE 12 - INDEMNIFICATION

- 12.1. The Consultant agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, (including, without limitation, attorneys' fees and expenses) causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the Services of the Consultant and its sub consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement. The obligations of the Consultant under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.
- 12.2. The Consultant shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, sub consultants or to any other persons, or damage to any property sustained during its operations and work under this Agreement, resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants or independent sub consultants, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Consultant, its officers, trustees, agents, servants, volunteers or sub consultants. The Consultant shall be solely responsible for the safety and protection of all of its employees, volunteers, sub consultants or other agents whether due to the negligence, fault or default of the Consultant or not.

13. ARTICLE 13- INSURANCE REQUIREMENTS

- 13.1 The Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State where the Project is located. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.
- 13.2 The Consultant shall not commence Services until such insurance has been approved by the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants County a limited power of attorney to communicate with the Consultant Insurance Provider and/or Agent for the express purpose of confirming the coverages required hereunder.
- 13.3 Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant's Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the County.
- 13.4 Commercial General Liability Insurance (CGL): The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The Consultant agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis, as its interest may appear. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

- 13.4.1 Coverage for the additional insured shall include completed operations.
 - 13.4.2 The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each Project.
 - 13.4.3 CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, XCU (explosion, collapse and underground coverage) and personal and advertising injury.
 - 13.4.4 There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).
 - 13.4.5 Consultant shall maintain CGL coverage for itself and the additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Services.
- 13.5 Auto Liability: The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Consultant agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear.
- 13.6 Excess/Umbrella Liability Insurance: The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The Consultant agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the County.

13.7 Professional Liability Insurance: The Consultant shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

13.8 Workers Compensation and Employers Liability Insurance: The Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law.

13.9 The Consultant shall require any sub consultants to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Consultant in the above paragraphs.

13.10 Payment(s) to the Consultant may be suspended in the event the Consultant and his sub consultants, if any, fails to provide the required insurance documentation in a timely manner.

14. ARTICLE 14 – WAIVER OF SUBROGATION

14.1. Consultant waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

15. ARTICLE 15 – TERMINATION

15.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

15.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the

event of termination of the Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

15.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill its obligations under this Agreement through no fault of the Consultant.

16. ARTICLE 16-DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

16.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County's sole risk.

17. ARTICLE 17- INCORPORATION BY REFERENCE

17.1 All exhibits, to which reference is made, including but not limited to the Contract Documents and its attachments, are deemed incorporated in this Agreement, whether or not actually attached.

17.2 This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

17.3 Consultant shall comply with County's Standard Addendum attached hereto as Exhibit D.

18. ARTICLE 18- ENTIRE AGREEMENT

18.1. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all Parties.

18.2. Multiple copies of this Agreement may be executed by the Parties and the Parties agree that the Agreement on file at the County is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

19. ARTICLE 19 - OTHER DOCUMENTS

19.1. The documents listed below shall become part of this agreement.

19.1.1. Exhibit A, Scope of Services

19.1.2. Exhibit B, Billable Rates

19.1.3. Exhibit C, Change Order

19.1.4. Exhibit D, Standard Addendum

20. ARTICLE 20- SEVERABILITY

20.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

21. ARTICLE 21- CHOICE OF LAW/FORUM

21.1. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

21.2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

22. ARTICLE 22- NON WAIVER

22.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

23. ARTICLE 23- SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. ARTICLE 24 - COMPLIANCE WITH LAW

24.1. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.

24.2. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical

condition, genetic information, or sexual orientation in the performance of this contract. Consultant shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. If Consultant is determined to be in violation of this Article, Consultant shall be deemed to be in material breach of this Agreement.

24.3. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service to the County under this Agreement.

25. Article 25- AUTHORITY TO ACT/SIGN

25.1. The Consultant hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the Consultant of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Consultant. No other action on the part of the Consultant or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Consultant to enter into this Agreement, or to consummate the transactions contemplated herein.

26. ARTICLE 26- ADVICE OF COUNSEL

26.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

By:

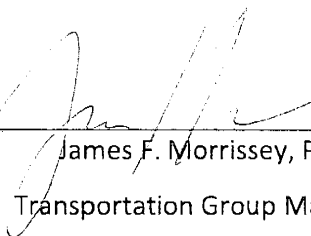
Date:

Anthony J. Picente, Jr.
Oneida County Executive

C & S Engineers, Inc.

By:

Date:



James F. Morrissey, P.E.
Transportation Group Manager

10.20.16

APPROVED

By:

Date:

Merima Smajic,
Assistant Oneida County Attorney

Exhibit A

Scope of Services

1. Project Narrative

1.1. Replacement of Structure C1-7, Summit Road over Willis Brook, Town of Paris.

1.1.1. The existing structure is a 6 ft. wide x 3.5 ft. high masonry arch with concrete box extensions. Proposed new concrete box culvert, guide rail and approach rail and approach pavement reconstruction.

1.2. Replacement of Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield.

1.2.1. The existing structure is a 16 ft. wide x 5 ft. high I beam bridge with concrete deck supported on cast in place concrete abutments and wing walls. Proposed new three-sided precast concrete structure supported on cast in place concrete footings. Widen roadway section over structure, bridge rail and approach rail and approach pavement reconstruction.

1.3. Replacement of Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville.

1.3.1. The existing structure is a 5.5 ft. wide x 3 ft. high cast in place concrete box culvert with a metal arch pipe extension and a concrete pipe extension. Proposed new concrete box culvert, guide rail and approach pavement reconstruction.

1.4. Rehabilitation of Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western.

1.4.1. The existing structure is a 5 ft. wide x 4 ft. high cast in place concrete box culvert on a 40 deg. Skew. Proposed rehabilitation of inlet and outlet of existing structure and addition of guide rail.

1.5. Rehabilitation of Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

1.5.1. The existing structure is a 10 ft. wide x 4 ft. high cast in place concrete box culvert. Proposed repairs to deteriorated concrete areas and removal and replacement of existing guide rail.

2. Scope of Work

2.1. The Consultant shall prepare plans and bid specifications for the projects, as described in Section 1, Project Narrative, and as determined by the County of Oneida.

2.2. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

2.3. Work shall include plans and bid specifications for all related work as well as all field surveys, subsurface investigations, and tests necessary for a complete project design. A minimum of two soil borings will be performed for each replacement bridge or structure. Cost of soil borings to be included in Lump Sum fee for each structure. A hydraulic analysis may be required for each replacement bridge and structure.

- 2.4. Without exception, the Consultant shall be responsible for preparing and securing all permits in association with the construction of this project. The County of Oneida shall pay for all permits.
- 2.5. Consultant shall be responsible for securing current New York State Schedule of Wage Rates for this project and distributing subsequent updates to all parties involved throughout construction.
- 2.6. Consultant shall be responsible for securing and preparing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.
- 2.7. Plans and specifications shall be ready for bid no later than 120 days after execution of an agreement for consultant services.
- 2.8. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:
 - 2.8.1. NYSDOT:
 - 2.8.1.1. HS-25 Live Load Rating
 - 2.8.1.2. The Environmental Manual
 - 2.8.1.3. Standard Specifications for Construction and Materials
 - 2.8.1.4. Highway Design Manual - Volume 1, 2 and 3
 - 2.8.1.5. Manual of Uniform Traffic Control Devices
 - 2.8.1.6. Policy on Geometrics of Structures
 - 2.8.1.7. Standard Specifications for Highway Bridges
 - 2.8.1.8. Standard Details for Highway Bridges
 - 2.8.1.9. Engineering Instructions / Bulletins
 - 2.8.2. AASHTO:
 - 2.8.2.1. Standard Specifications for Highway Bridges
 - 2.8.2.2. Policy on Geometric Design of Highways and Streets
 - 2.8.2.3. Any other applicable NYSDOT or AASHTO guideline.
- 2.9. Generate formal minutes for all meetings. Minutes shall be distributed to the County of Oneida and all other parties involved. The following statement shall be included in the Meeting Minutes: "These minutes convey our understanding of items discussed and agreements reached during this meeting. We shall assume that understanding is correct unless written notice to the contrary is directed to us within ten (10) days of the above date of issue."
- 2.10. Consultant services shall be divided into the following sequential phases:
 - 2.10.1. Implementation
 - 2.10.1.1. Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope of the project.

2.10.1.2. Inspect site and review existing data available for project development.

2.10.1.3. Analyze various design alternatives with regards to cost and schedule.
Submit results to the County for review and selection.

2.10.2. Design Development

2.10.2.1. Verify design alternative selected by the County.

2.10.2.2. Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

2.10.2.3. Review and incorporate comments and revisions into design.

2.10.2.4. Provide a detailed statement of probable construction cost.

2.10.2.5. Comments, Revisions and Final Review

2.10.2.5.1. Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to, Oneida County and governing New York State permitting agencies.

2.10.2.5.2. Review and incorporate comments and revisions into design.

2.10.2.6. Provide all information generated during design development. Include as a minimum all hand calculations. Computer program outputs (hydraulic analysis, etc.). Subsurface information and bearing capacity analysis. ASCII survey coordinate file.

3. Bid Documents

3.1. Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

3.2. Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

3.3. Provide two (2) diskettes containing entire bid document (plans and specifications), for each project, in Adobe Acrobat (.pdf) format.

4. Public Bidding

4.1. The County of Oneida shall reproduce and distribute all construction documents.

4.2. Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

4.3. Review bids submitted by contractors and forward recommendation to the County.

5. Construction Phase

5.1. All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review & approval and provide additional services when requested. The cost for these services shall be funded through a contingency fund of \$15,000.00. The Consultant shall provide a schedule defining hourly rates for each individual assigned to this project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Attachment B establishes the billing schedule for this contract.

6. "Record" Drawings

6.1. Upon completion of a project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

6.2. Revise original drawings and specifications to accurately depict the "as-built" condition of the project.

6.3. Deliver to Oneida County copies of "as-built" drawings on 4mil, double matte, polyester film. Also, required shall be "as-built" drawings on "disk" in AutoCAD version 2002 or 2010 format.

7. Payment for Services

7.1. Payments shall be made on the basis of work completed. The following schedule of values shall be applied:

7.1.1. Implementation, Design Development & Final Review	60%
7.1.2. Bid Documents and Public Bidding	30%
7.1.3. Record Drawings	10%
7.1.4. Total	100%

7.2. Construction Phase. Payments shall be made on the basis of work completed at the billing rates in Attachment B in an amount not to exceed the amount set forth in section 5.1.

Section 1 — Understanding of the Scope of the Project

Consultant: C&S Engineers, Inc., **Survey Subconsultant:** Parker Land Surveying
C&S will perform the following basic services after acceptance of our proposal:

Project Understanding

The following structures have been selected to be replaced and rehabilitated by the county:

1. Replacement of Structure C1-7, Summit Road over Willis Brook, Town of Paris.
2. Replacement of Structure C1-6, Mason Road over Christian Brook, Town of Sangerfield.
3. Replacement of Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville.
4. Rehabilitation of Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western.
5. Rehabilitation of Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

C&S will provide professional engineering services for the design, preparation of contract documents, and assistance to the county for advertisement and bid award, and consultation during construction necessary for the replacement or rehabilitation of each structure. C&S will use the following references as appropriate for the development of design:

(1) NYSDOT

- (a) HL-93 Live Load Rating for replacement, HS-20 for rehabilitation
- (b) Environmental Action Plan
- (c) Standard Specifications for Construction and Materials
- (d) Highway Design Manual—Volume 1, 2 and 3
- (e) Manual of Uniform Traffic Control Devices
- (f) Policy on Geometrics of Structures
- (g) Standard Specifications for Highway Bridges
- (h) Standard Details for Highway Bridges
- (i) Engineering Instructions/Bulletins

(2) AASHTO

- (a) Standard Specifications for Highway Bridges
- (b) Policy on Geometric Design of Highways and Streets

(3) Any other applicable NYSDOT or AASHTO guideline.

Task 1—Implementation Phase

C&S will utilize the topographic base mapping obtained by Parker Land Surveying (survey subconsultant) in AutoCAD format for C1-7, C1-6, and C1A-67A. A survey baseline and benchmarks shall be established that will be reused during construction. Permanent ties shall be established so the control points can be reestablished. The horizontal control can be based on New York State plane. The vertical control can be based on NAVD 88 datum. Mapping will be in English units. It will not be necessary to survey C4-75 and C5-50A due to the scope of rehabilitation work.



C&S will perform a hydrologic/hydraulic analysis for C1-7, C1-6, and C1A-67A. The general procedure is as follows:

- Calculate peak discharge using USGS regression equations.
- Conduct site visits to verify drainage boundaries and examine site conditions.
- Using USGS topography and information gathered during site visits, prepare geometric representation of channels downstream from culverts/bridges. Use this information to estimate tailwater conditions for the design storms.
- Perform hydraulic analysis for proposed openings to select a structure size that will meet design parameters. Where attainable, two feet of freeboard will be provided for the 50-year flood elevation.
- Discuss with the county both the downstream and upstream implications of changing the size of the existing opening.
- Identify any channel cleaning/debris removal necessary as part of the structure replacements.

C&S has reviewed the existing conditions of each structure and specifically structures C1-7, C1-6, and C1A-67A. It is anticipated that these three structures will be "replaced-in-kind" with box culverts such that the net loading of each structure upon the subgrade will be less than the existing loading conditions. As such C&S will not be conducting soil borings for the new structures which is further explained in item 16 in the "Estimating and Design Assumptions" section.

C&S will perform a SFQR review and determine the necessary permits required to complete the project. A description of work will be developed for each structure. In addition, any right-of-way needed (permanent and temporary) for work will be identified. Any required ROW mapping will be included under a separate agreement between C&S and the county. The county will secure any agreements for easements and/or right of way acquisitions.

C&S will summarize the results of our preliminary studies in a brief letter report and make recommendations for the extent of the total project work, meeting with the county if necessary. C&S will include projected schedules and costs for each proposed alternative. The county will review the report, select their preferred project options, and direct C&S to proceed with development of design and contract documents for their chosen alternative.

Tasks 2 through 5-- Design and Contract Documents

C&S will verify the county's choice of alternative prior to commencement of final design and prepare a preliminary plan set and estimate for review by the county. Upon receipt of county comments, C&S will incorporate those plan review comments into a draft final plan. At this time, C&S will prepare draft contract documents and estimates for review and approval by the county and applicable NYS permitting agencies. Comments from this review will be incorporated into a bid document set. All information generated during design development will be provided to the county in an appropriate electronic format (i.e. original AutoCAD base mapping, input/output files for design software, and PDF for all else).

The bid documents will consist of the final design drawings, stamped and signed by a professional engineer registered in the State of New York, and a proposal book/project specifications. The original documents will be delivered to the county within 10 days of the final



review of the draft bid documents, along with two compact disks that contain PDF versions of the entire bid document set. The county will reproduce and distribute all plan sets.

C&S will assist the county with preparing bid proposal documents. Project limits, bridge geometry, substructure type, superstructure, and scope of rehabilitation will be determined under Task 1—Implementation Phase. Design of these elements would be completed under Task 2.

Task 6—Construction Phase

C&S will perform the following limited services for the project:

1. Review and process shop drawing submittal for various items.
2. Provide site visits at critical/key stages of the work.
3. Provide consultation services to the county.

Task 7—As-Built Record Plans

1. Revise original drawings to accurately depict "as built" condition of the projects and deliver on 4-mil double matte polyester film and on compact disk in AutoCAD format.

Estimating and Design Assumptions

1. The county will provide all available existing data (record plans, utilities, etc.)
2. The county will provide front-end boilerplate for bid proposal book.
3. The county will provide all available right-of-way information, including adjacent landowners.
4. All project mapping and design elements shall be in English units.
5. All field surveys to be completed without snow cover.
6. All structures will be completed with full road closures (off-site detours).
7. Existing horizontal and vertical geometry adjacent to each structure is assumed to be sufficient for the current posted speed.
8. Non-standard roadway features will remain at some sites due to the remainder of the roadway having non-standard features.
9. Proposed roadway widths will be based on existing approach highway sections.
10. Structure C1-7 will be replaced with a new precast concrete box culvert with a precast concrete end section and cut-off wall. New guide rail, including approach rail, and approach pavement reconstruction will also be included. Stone fill scour protection to be placed in front of each cut-off wall. No improvements to the stream alignment are anticipated.
11. Structure C1-6 will be replaced with a new precast concrete large box culvert with precast concrete wingwalls. New guide rail, including approach rail, and approach pavement reconstruction will also be included. Stone fill scour protection to be placed in front of each footing. No improvements to the stream alignment are anticipated.
12. Structure C1A-67A will be replaced with a new precast concrete box culvert with a precast concrete end section and cut-off wall. New guide rail, including approach



rail, and approach pavement reconstruction will also be included. Stone fill scour protection to be placed in front of each cut-off wall. No improvements to the stream alignment are anticipated.

13. For Structure C4-75, visual inspection of the existing end sections will be performed. Rehabilitation of the structure will include concrete repairs to the inlet and outlet. New guide railing and approach railing to be installed. No improvements to the stream alignment or banks are anticipated.
14. For Structure C5-50A, visual inspection of the existing end sections will be performed. Rehabilitation of the structure will include concrete repairs to the inlet and outlet. New guide railing and approach railing to be installed. No improvements to the stream alignment or banks are anticipated.
15. The county will coordinate all utility relocations and conduct all negotiations with utility owners.
16. Soil borings are not planned to be performed for the three replacement structures since these structures will be replaced with box culverts that will distribute the loading over a larger area than the existing foundations. Provided below are our assumptions and reasoning for not conducting soil borings for the three replacement structures:
 - Structure C1-7 is a masonry arch that is assumed to bear upon strip footing foundations. Each strip footing carries one-half of the total load of the structure; overburden soil; roadway; and traffic.
 - Structure C1-6 consists of a short span structure that bears upon two concrete abutments with wingwalls. Based upon the age of the structure it is assumed that the rear of the abutment and wingwalls are battered and bear upon a spread footing. Similar to structure C1-7, each spread footing carries one-half of the total load of the structure; roadway; and traffic.
 - Structure C1A-67A consists of a box culvert that appears to have "silted in" based upon the reported dimensions, the observed overburden thickness and the observed depth to the existing "channel". The existing structure also carries the total load of the structure; overburden soil; roadway; and traffic.
 - All three structures have performed well over their lifetime and no settlement has been reported, which indicates that the subsurface soils are capable of supporting the existing loading conditions.
 - By installing box culverts for structures C1-7 and C1-6 with similar or slightly larger interior dimensions, the loading will be spread-out over a larger area thus reducing the loading upon the existing subsurface soil.
 - In addition, by installing a box culvert of similar size or one that is wider but with less depth at structure C1A-67A, the loading upon the existing subsurface soil will be similar or less.
17. No threatened and endangered species will be discovered within the project areas.
18. Projects will be considered TYPE II under SEQR.
19. A hazardous material screening is not required.
20. Projects will have no effect to adjacent wetlands, no wetland delineation or mitigation. If wetland survey and mapping is required, it will be handled by a supplemental agreement.



21. Stream work will be limited to stone fill on stream banks for all replacement structures.
22. An asbestos screening will be performed. If asbestos sampling and testing is required it will be handled by a supplemental agreement.
23. Only a cultural resource screening will be necessary at each site. If additional investigation is required by SHPO it will be handled by a supplemental agreement.
24. Downstream channel conditions can be accurately estimated based on survey, USGS topography, and site visits.
25. C&S will not be responsible for addressing any existing erosion problems located at a distance greater than 100 feet from each replacement structure.
26. C&S will be made aware of any current issues at the existing structures, including but not limited to flooding, erosion, structural failure, litigation, etc.
27. SWPPP/NOI will not be required (disturbance less than one acre at each site).
28. No stream realignment will be required for any structure.
29. It is assumed that a joint application for permit from DEC and USACE will be sufficient for permitting at all sites.
30. Assume no load ratings of the existing structures is required.
31. Submittals for each structure group will consist of:
 - Preliminary letter report outlining recommended work for each structure.
 - Pre-final plans (all drawings, estimates, and project manual) for the purpose of county comments.
 - Final plans (all drawings, estimates, and project manual) for the purpose of county letting.
32. Design of temporary shoring/sheeting will be not required for any of the structures.
33. No underground utility design included.
34. If design of utility support hangers on any structure is required, it will be handled by a supplemental agreement.
35. Assume county forces will remove trees prior to construction at each site that are potential roosting areas for threatened and endangered bat species during the allowed seasonal clearing dates.



Exhibit B

Total construction support effort shall be billed actual effort and actual direct expense. The contingency fee budget is \$15,000 for labor and expense for all structures.

Title	Payroll Cost x Multiplier	Overtime Category	Task	Est. Hours	Est. Cost
Service Group Manager (SGM)	\$180	A	6	3	\$540
Department Manager	\$155	A	6	18	\$2,790
Managing Engineer (ME)	\$138	A	6	0	\$0
Senior Project Engineer (SPE)	\$115	B	6	12	\$1,380
Project Engineer (PE)	\$100	B	6	72	\$7,200
Engineer (Engr)	\$87	B	6	0	\$0
Designer/Technician/Drafter (Tech)	\$70	C	6	30	\$2,100
Technical Typist (TT)	\$65	C	6	6	\$390
Travel Expenses		N/A			\$600
Totals				141	\$15,000

Overtime Policy

- A. Indicates no compensation for overtime.
- B. Indicates compensation at straight time for overtime.
- C. Indicates rate times 1.5 for overtime.

Salary schedule is effective through 2017.



Exhibit C

Contract No. _____

Change Order No. _____

Effective Date _____

CHANGE ORDER

This Change Order modifies the Consulting Services Agreement entered into this ___ day of _____, _____, between Oneida County ("OWNER") and C&S Engineers, Inc. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services:**

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

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

All other terms and conditions remain unchanged.

OWNER

CONSULTANT

Signature

Signature

Anthony J. Picente Jr.
Oneida County Executive

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Approved

Merima Smajic, Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, 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, and 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. Executory or Non-Appropriation Clause.

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

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

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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, an 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 indicted 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 any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
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. Workers' 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.

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

MEMO

TO: ANTHONY J. PICENTE JR., COUNTY EXECUTIVE
ALL COUNTY LEGISLATORS

FROM: JOSEPH J. TIMPANO, COMPTROLLER

RE: BOND REFUNDING

DATE: November 14, 2016

FN 2016-413

WAYS & MEANS

Please find attached a proposed bond refunding resolution for 2008 and 2009 outstanding securities. Total outstanding bonds to be refunded have a par value of \$14,690,000. The new bonds will have a par value of \$14,260,000. The new debt service will result in a cash savings of \$1,069,849 over the remaining term of the new bonds which mature in 2023. In 2017 alone, the county will realize a cash savings of \$177,459.

If adopted, this will be my 5th bond refinancing. The prior four resulted in cash savings to the county of \$2,311,053.

If you are in agreement with my proposal, please forward these documents to the full board to be acted upon at the December 28, 2016 County board meeting.

As always, thanks for your support in this matter.

Cc: Sheryl Brown, Deputy Comptroller
Mike Billard, Clerk of the Board
Yuriy Rybalkin, Auditor II

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

Anthony J. Picente, Jr.
County Executive

Date 11-14-16

orrick

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November 10, 2016

Thomas E. Myers

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F +1 212 506 5151

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, NY 13501

Re: County of Oneida, New York
Proposed Advance Refunding Bond Resolution — 2008A, 2008B and 2009A Refunded Bonds
Orrick File: 42439-2-51

Dear Joe:

At the request of your financial advisor, enclosed please find one copy of a form of refunding bond resolution for possible adoption by the County Legislature. Please attach as Exhibit B the Preliminary Refunding Financial Plan provided to you dated November 8, 2016 at 11:16 a.m., which includes the three refunding candidates. This resolution requires the affirmative vote of two-thirds of the voting strength of the County Legislature for adoption.

Also enclosed is a Legal Notice of estoppel attached to which is a summary form of the Refunding Bond Resolution for publication. This summary form does not include the exhibits in order to cut down on publication costs.

We will need an originally certified copy of the Refunding Bond Resolution at this time. We will also need an original printer's affidavit of publication of the Legal Notice of estoppel when available.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
/es
Enclosures

cc: Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)
Ms. Sheryl Brown (sbrown@ocgov.net)

REFUNDING BOND RESOLUTION DATED DECEMBER 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the County of Oneida, New York (hereinafter, the "County") heretofore issued an aggregate \$12,930,871 Public Improvement (Serial) Bonds, 2008A, pursuant to various bond resolutions to pay the cost of various County purposes, such Public Improvement (Serial) Bonds, 2008A, being dated September 1, 2008 and maturing or matured on March 1 annually (the "2008A Bonds"); and

WHEREAS, the County heretofore issued an aggregate principal amount of \$7,735,000 Public Improvement (Serial) Bonds, 2008B (Federally Taxable Series), pursuant to various bond resolutions to pay the cost of various County purposes, such Public Improvement (Serial) Bonds, 2008B (Federally Taxable Series), being dated September 1, 2008 and maturing or matured on March 1 annually (the "2008B Bonds"); and

WHEREAS, the County heretofore issued an aggregate principal amount of \$21,370,000 Public Improvement (Serial) Bonds, 2009A, pursuant to various bond resolutions to pay the cost of various County purposes, such Public Improvement (Serial) Bonds, 2009A, being dated April 15, 2009 and maturing or matured on April 15 annually (the "2009A Bonds"); and

WHEREAS, it would be in the public interest to refund all, or one or more, or a portion of one or more, of the \$4,700,000 outstanding principal balance of the 2008A Bonds maturing in 2018 and thereafter (the "2008A Refunded Bonds"), the \$3,540,000 outstanding principal balance of the 2008B Bonds maturing in 2018 and thereafter (the "2008B Refunded Bonds"), and the \$6,450,000 outstanding principal balance of the 2009A Bonds maturing in 2019 and thereafter (the "2009A Refunded Bonds", together with the 2008A Refunded Bonds and the 2008B Refunded Bonds, the "Refunded Bonds"), each by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, each of such refundings will individually result in present value savings in debt service as so required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding aggregate \$14,690,000 principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$15,500,000 refunding bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "County Refunding Bonds" or the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$14,260,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding bond issues. The County Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-17 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the County Comptroller pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized

by paragraph e of Section 57.00 of the Local Finance Law or pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the County Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the County by lot in any customary manner of selection as determined by the County Comptroller.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the County shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to The Depository Trust Company, New York, New York, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the County Comptroller as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the County maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the County Comptroller providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the County Comptroller as fiscal agent of the County for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The County Comptroller, as chief fiscal officer of the County, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said County, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the County, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the County Comptroller is also hereby authorized to act as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

The County Comptroller is hereby further delegated all powers of this County Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of

such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signature of the County Comptroller, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law, as applicable, and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

- (a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;
- (b) the maximum period of probable usefulness permitted by law at the time of the issuance of the respective Refunded Bonds, for the objects or purposes for which such respective Refunded Bonds were issued is as described in Exhibit A attached hereto and hereby made a part hereof;
- (c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the objects or purposes for which said respective Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;
- (d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions

of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to each of the respective series of Refunded Bonds, is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the aggregate of the refundings authorized by this resolution (collectively, the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refundings, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit B attached hereto and hereby made a part hereof. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series to refund all of the Refunded Bonds in the principal amount of \$14,260,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit B. This County Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only one or more of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit B. The County Comptroller is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 and paragraph f of Section 90.10 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the County Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the applicable requirements of Section 90.10 of the Local Finance Law, as applicable.

The County Comptroller shall file a copy of his certificates determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Clerk of the County Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The County Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said County Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the County to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as

against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the County shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the County hereby elects to call in and redeem each respective series of Refunded Bonds which the County Comptroller shall determine to be refunded in accordance with the provisions of Section 4 hereof and with regard to which the right of early redemption exists. The sum to be paid therefor on such redemption date shall be the par value thereof plus the redemption premium, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the times provided in the Refunded Bonds. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds may be sold at private sale to an underwriter (the "Underwriter") for purchase prices to be determined by the County Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the County Comptroller, is hereby authorized to execute and deliver a purchase contract for the Refunding

Bonds in the name and on behalf of the County providing the terms and conditions for the sale and delivery of the Refunding Bonds to the Underwriter. After the Refunding Bonds have been duly executed, they shall be delivered by the County Comptroller to the Underwriter or purchaser in accordance with said purchase contract upon the receipt by the County of said purchase price, including accrued interest.

Section 11. The County Comptroller and all other officers, employees and agents of the County are hereby authorized and directed for and on behalf of the County to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the County Comptroller and all powers in connection thereof are hereby delegated to the County Comptroller.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said County, together with a notice of the County Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: December ____, 2016.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES:

NAYS:

ABSENT:

The resolution was thereupon declared duly adopted.

* * * * *

EXHIBIT A

\$12,930,871 Public Improvement (Serial) Bonds, 2008A

\$7,735,000 Public Improvement (Serial) Bonds, 2008B (Federally Taxable Series)

AND

\$21,370,000 Public Improvement (Serial) Bonds, 2009A

Objects and purposes, maximum estimated costs and serial bonds authorized, periods of probable usefulness, amortization methodology, bond resolution adoption dates, and dates of issuance of the first obligations therefor, as further described in the respective bond determination certificates related thereto (dated September 1, 2008 and April 15, 2009 and the bond resolutions cited therein.

EXHIBIT B

PRELIMINARY REFUNDING FINANCIAL PLAN

COUNTY OF ONEIDA, NEW YORK

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SOURCES AND USES OF FUNDS

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Dated Date 01/12/2017
Delivery Date 01/12/2017

Sources:	Series A: Tax-Exempt Bonds	Series B: Taxable Bonds	Total
Bond Proceeds:			
Par Amount	10,585,000.00	3,675,000.00	14,260,000.00
Premium	1,086,913.10		1,086,913.10
	11,671,913.10	3,675,000.00	15,346,913.10
Uses:			
Refunding Escrow Deposits:			
Cash Deposit	1.12	0.44	1.56
SLGS Purchases	11,563,354.00	3,636,504.00	15,199,858.00
	11,563,355.12	3,636,504.44	15,199,859.56
Delivery Date Expenses:			
Cost of Issuance	59,382.89	20,617.11	80,000.00
Underwriter's Discount	47,632.50	16,537.50	64,170.00
	107,015.39	37,154.61	144,170.00
Other Uses of Funds:			
Additional Proceeds	1,542.59	1,340.95	2,883.54
	11,671,913.10	3,675,000.00	15,346,913.10

BOND PRICING

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Series A: Tax-Exempt Bonds, Bond Component:					
	03/01/2017	45,000	3.000%	0.850%	100.291
	03/01/2018	870,000	3.000%	1.000%	102.253
	03/01/2019	2,075,000	4.000%	1.100%	106.104
	03/01/2020	2,105,000	4.000%	1.200%	108.591
	03/01/2021	1,240,000	4.000%	1.300%	110.837
	03/01/2021	885,000	5.000%	1.300%	114.850
	03/01/2022	1,240,000	4.000%	1.400%	112.840
	03/01/2022	890,000	5.000%	1.400%	117.779
	03/01/2023	1,235,000	4.000%	1.550%	114.286
		<u>10,585,000</u>			
Series B: Taxable Bonds, Bond Component:					
	03/01/2017	95,000	1.350%	1.350%	100.000
	03/01/2018	685,000	1.400%	1.400%	100.000
	03/01/2019	705,000	1.650%	1.650%	100.000
	03/01/2020	715,000	1.900%	1.900%	100.000
	03/01/2021	730,000	2.100%	2.100%	100.000
	03/01/2022	745,000	2.400%	2.400%	100.000
		<u>3,675,000</u>			
		<u>14,260,000</u>			

Dated Date	01/12/2017	
Delivery Date	01/12/2017	
First Coupon	03/01/2017	
Par Amount	14,260,000.00	
Premium	1,086,913.10	
Production	15,346,913.10	107.622112%
Underwriter's Discount	-64,170.00	-0.450000%
Purchase Price	15,282,743.10	107.172112%
Accrued Interest		
Net Proceeds	15,282,743.10	

BOND DEBT SERVICE

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017	140,000	** %	68,232.50	208,232.50	
09/01/2017			249,333.75	249,333.75	457,566.25
12/31/2017				1,804,333.75	
03/01/2018	1,555,000	** %	249,333.75	231,488.75	
09/01/2018					2,035,822.50
12/31/2018				3,011,488.75	
03/01/2019	2,780,000	** %	231,488.75	184,172.50	
09/01/2019					3,195,661.25
12/31/2019				3,004,172.50	
03/01/2020	2,820,000	** %	184,172.50	135,280.00	
09/01/2020					3,139,452.50
12/31/2020				2,990,280.00	
03/01/2021	2,855,000	** %	135,280.00	80,690.00	
09/01/2021					3,070,970.00
12/31/2021				2,955,690.00	
03/01/2022	2,875,000	** %	80,690.00	24,700.00	
09/01/2022					2,980,390.00
12/31/2022				1,259,700.00	
03/01/2023	1,235,000	4.000%	24,700.00		1,259,700.00
12/31/2023					
	14,260,000		1,879,562.50	16,139,562.50	16,139,562.50

SAVINGS

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 01/12/2017 @ 1.3307354%
03/01/2017	191,700.00	208,232.50	-16,532.50		-16,502.68
04/15/2017	125,812.50		125,812.50		125,382.16
09/01/2017	191,700.00	249,333.75	-57,633.75		-57,149.54
10/15/2017	125,812.50		125,812.50	177,458.75	124,553.42
12/31/2017					-56,771.80
03/01/2018	1,746,700.00	1,804,333.75	-57,633.75		123,730.16
04/15/2018	125,812.50		125,812.50		-73,605.29
09/01/2018	156,268.75	231,488.75	-75,220.00		122,912.34
10/15/2018	125,812.50		125,812.50	118,771.25	
12/31/2018					-1,225,016.70
03/01/2019	1,751,268.75	3,011,488.75	-1,260,220.00		1,359,476.26
04/15/2019	1,400,812.50		1,400,812.50		-62,196.92
09/01/2019	119,762.50	184,172.50	-64,410.00		99,013.68
10/15/2019	102,703.13		102,703.13	178,885.63	
12/31/2019					-1,179,321.49
03/01/2020	1,774,762.50	3,004,172.50	-1,229,410.00		1,319,432.25
04/15/2020	1,377,703.13		1,377,703.13		-51,367.03
09/01/2020	81,375.00	135,280.00	-53,905.00		74,207.19
10/15/2020	78,000.00		78,000.00	172,388.13	
12/31/2020					-1,149,105.76
03/01/2021	1,776,375.00	2,990,280.00	-1,213,905.00		1,302,328.37
04/15/2021	1,378,000.00		1,378,000.00		-36,838.69
09/01/2021	41,515.00	80,690.00	-39,175.00		48,819.64
10/15/2021	52,000.00		52,000.00	176,920.00	
12/31/2021					-1,096,851.83
03/01/2022	1,781,515.00	2,955,690.00	-1,174,175.00		1,260,920.79
04/15/2022	1,352,000.00		1,352,000.00		-22,920.92
09/01/2022		24,700.00	-24,700.00		24,088.20
10/15/2022	26,000.00		26,000.00	179,125.00	
12/31/2022					-1,161,240.29
03/01/2023		1,259,700.00	-1,259,700.00		1,220,378.28
04/15/2023	1,326,000.00		1,326,000.00	66,300.00	
12/31/2023					
	17,209,411.26	16,139,562.50	1,069,848.76	1,069,848.76	1,016,353.79

Savings Summary

PV of savings from cash flow	1,016,353.79
Plus: Refunding funds on hand	2,883.54
Net PV Savings	1,019,237.33

SUMMARY OF REFUNDING RESULTS

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Dated Date	01/12/2017
Delivery Date	01/12/2017
Arbitrage yield	1.330735%
Escrow yield	0.644894%
Value of Negative Arbitrage	69,977.74
Bond Par Amount	14,260,000.00
True Interest Cost	1.609410%
Net Interest Cost	1.689281%
Average Coupon	3.705693%
Average Life	3.557
Par amount of refunded bonds	14,690,000.00
Average coupon of refunded bonds	4.306344%
Average life of refunded bonds	3.666
PV of prior debt to 01/12/2017 @ 1.330735%	16,442,958.94
Net PV Savings	1,019,237.34
Percentage savings of refunded bonds	6.938307%
Percentage savings of refunding bonds	7.147527%

BOND SUMMARY STATISTICS

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Dated Date	01/12/2017
Delivery Date	01/12/2017
Last Maturity	03/01/2023
Arbitrage Yield	1.330735%
True Interest Cost (TIC)	1.609410%
Net Interest Cost (NIC)	1.689281%
All-In TIC	1.765928%
Average Coupon	3.705693%
Average Life (years)	3.557
Duration of Issue (years)	3.383
Par Amount	14,260,000.00
Bond Proceeds	15,346,913.10
Total Interest	1,879,562.50
Net Interest	856,819.40
Total Debt Service	16,139,562.50
Maximum Annual Debt Service	3,195,661.25
Average Annual Debt Service	2,630,259.17
Underwriter's Fees (per \$1000)	
Average Takedown	4.500000
Other Fee	4.500000
Total Underwriter's Discount	4.500000
Bid Price	107.172112

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	14,260,000.00	107.622	3.706%	3.557
Bond Component	14,260,000.00			3.557

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,260,000.00	14,260,000.00	10,585,000.00
+ Accrued Interest			
+ Premium (Discount)	1,086,913.10	1,086,913.10	1,086,913.10
- Underwriter's Discount	-64,170.00	-64,170.00	
- Cost of Issuance Expense			
- Other Amounts			
Target Value	15,282,743.10	15,202,743.10	11,671,913.10
Target Date	01/12/2017	01/12/2017	01/12/2017
Yield	1.609410%	1.765928%	1.330735%

PROOF OF ARBITRAGE YIELD

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Date	Debt Service	Total	Present Value to 01/12/2017 @ 1.3307354118%
03/01/2017	103,800.00	103,800.00	103,612.78
09/01/2017	215,325.00	215,325.00	213,515.96
03/01/2018	1,085,325.00	1,085,325.00	1,069,093.32
09/01/2018	202,275.00	202,275.00	197,932.88
03/01/2019	2,277,275.00	2,277,275.00	2,213,661.02
09/01/2019	160,775.00	160,775.00	155,250.88
03/01/2020	2,265,775.00	2,265,775.00	2,173,463.00
09/01/2020	118,675.00	118,675.00	113,087.51
03/01/2021	2,243,675.00	2,243,675.00	2,123,905.81
09/01/2021	71,750.00	71,750.00	67,471.00
03/01/2022	2,201,750.00	2,201,750.00	2,056,757.74
09/01/2022	24,700.00	24,700.00	22,920.92
03/01/2023	1,259,700.00	1,259,700.00	1,161,240.29
	12,230,800.00	12,230,800.00	11,671,913.10

Proceeds Summary

Delivery date	01/12/2017
Par Value	10,585,000.00
Premium (Discount)	1,086,913.10
Target for yield calculation	11,671,913.10

PRIOR BOND DEBT SERVICE

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017			191,700.00	191,700.00	
04/15/2017			125,812.50	125,812.50	
09/01/2017			191,700.00	191,700.00	
10/15/2017			125,812.50	125,812.50	
12/31/2017					635,025.00
03/01/2018	1,555,000	** %	191,700.00	1,746,700.00	
04/15/2018			125,812.50	125,812.50	
09/01/2018			156,268.75	156,268.75	
10/15/2018			125,812.50	125,812.50	
12/31/2018					2,154,593.75
03/01/2019	1,595,000	** %	156,268.75	1,751,268.75	
04/15/2019	1,275,000	3.625%	125,812.50	1,400,812.50	
09/01/2019			119,762.50	119,762.50	
10/15/2019			102,703.13	102,703.13	
12/31/2019					3,374,546.88
03/01/2020	1,655,000	** %	119,762.50	1,774,762.50	
04/15/2020	1,275,000	3.875%	102,703.13	1,377,703.13	
09/01/2020			81,375.00	81,375.00	
10/15/2020			78,000.00	78,000.00	
12/31/2020					3,311,840.63
03/01/2021	1,695,000	** %	81,375.00	1,776,375.00	
04/15/2021	1,300,000	4.000%	78,000.00	1,378,000.00	
09/01/2021			41,515.00	41,515.00	
10/15/2021			52,000.00	52,000.00	
12/31/2021					3,247,890.00
03/01/2022	1,740,000	** %	41,515.00	1,781,515.00	
04/15/2022	1,300,000	4.000%	52,000.00	1,352,000.00	
10/15/2022			26,000.00	26,000.00	
12/31/2022					3,159,515.00
04/15/2023	1,300,000	4.000%	26,000.00	1,326,000.00	
12/31/2023					1,326,000.00
	14,690,000		2,519,411.26	17,209,411.26	17,209,411.26

UNREFUNDED BOND DEBT SERVICE

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017	1,515,000	** %	33,200.00	1,548,200.00	
04/15/2017	1,625,000	3.500%	56,875.00	1,681,875.00	
10/15/2017			28,437.50	28,437.50	
12/31/2017					3,258,512.50
04/15/2018	1,625,000	3.500%	28,437.50	1,653,437.50	
12/31/2018					1,653,437.50
	4,765,000		146,950.00	4,911,950.00	4,911,950.00

FORM 8038 STATISTICS

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Dated Date 01/12/2017
 Delivery Date 01/12/2017

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	03/01/2017	45,000.00	3.000%	100.291	45,130.95	45,000.00
	03/01/2018	870,000.00	3.000%	102.253	889,601.10	870,000.00
	03/01/2019	2,075,000.00	4.000%	106.104	2,201,658.00	2,075,000.00
	03/01/2020	2,105,000.00	4.000%	108.591	2,285,840.55	2,105,000.00
	03/01/2021	1,240,000.00	4.000%	110.837	1,374,378.80	1,240,000.00
	03/01/2021	885,000.00	5.000%	114.850	1,016,422.50	885,000.00
	03/01/2022	1,240,000.00	4.000%	112.840	1,399,216.00	1,240,000.00
	03/01/2022	890,000.00	5.000%	117.779	1,048,233.10	890,000.00
	03/01/2023	1,235,000.00	4.000%	114.286	1,411,432.10	1,235,000.00
		10,585,000.00			11,671,913.10	10,585,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	03/01/2023	4.000%	1,411,432.10	1,235,000.00		
Entire Issue			11,671,913.10	10,585,000.00	3.7704	1.3307%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	107,015.39
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	4,792,424.41
Proceeds used to advance refund prior issues	6,770,930.71
Remaining weighted average maturity of the bonds to be currently refunded	3.1521
Remaining weighted average maturity of the bonds to be advance refunded	4.2700

FORM 8038 STATISTICS

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2008A:					
BOND	03/01/2018	925,000.00	4.000%	100.000	925,000.00
BOND	03/01/2019	925,000.00	4.000%	100.000	925,000.00
BOND	03/01/2020	950,000.00	4.000%	100.000	950,000.00
BOND	03/01/2021	950,000.00	4.000%	100.000	950,000.00
BOND	03/01/2022	950,000.00	4.000%	100.000	950,000.00
		<u>4,700,000.00</u>			<u>4,700,000.00</u>
Series 2009A:					
BOND	04/15/2019	1,275,000.00	3.625%	100.000	1,275,000.00
BOND	04/15/2020	1,275,000.00	3.875%	100.000	1,275,000.00
BOND	04/15/2021	1,300,000.00	4.000%	100.000	1,300,000.00
BOND	04/15/2022	1,300,000.00	4.000%	100.000	1,300,000.00
BOND	04/15/2023	1,300,000.00	4.000%	100.000	1,300,000.00
		<u>6,450,000.00</u>			<u>6,450,000.00</u>
		11,150,000.00			11,150,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2008A	03/01/2017	09/04/2008	3.1521
Series 2009A	04/15/2018	04/15/2009	4.2700
All Refunded Issues	04/15/2018		3.7987

SUMMARY OF BONDS REFUNDED

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2008B (Taxable), SER08B:					
BOND	03/01/2018	5.375%	630,000.00	03/01/2017	100.000
	03/01/2019	5.375%	670,000.00	03/01/2017	100.000
	03/01/2020	5.500%	705,000.00	03/01/2017	100.000
	03/01/2021	5.600%	745,000.00	03/01/2017	100.000
	03/01/2022	5.700%	790,000.00	03/01/2017	100.000
			3,540,000.00		
Series 2008A, SERIES08:					
BOND	03/01/2018	4.000%	925,000.00	03/01/2017	100.000
	03/01/2019	4.000%	925,000.00	03/01/2017	100.000
	03/01/2020	4.000%	950,000.00	03/01/2017	100.000
	03/01/2021	4.000%	950,000.00	03/01/2017	100.000
	03/01/2022	4.000%	950,000.00	03/01/2017	100.000
			4,700,000.00		
Series 2009A, SERIES09:					
BOND	04/15/2019	3.625%	1,275,000.00	04/15/2018	100.000
	04/15/2020	3.875%	1,275,000.00	04/15/2018	100.000
	04/15/2021	4.000%	1,300,000.00	04/15/2018	100.000
	04/15/2022	4.000%	1,300,000.00	04/15/2018	100.000
	04/15/2023	4.000%	1,300,000.00	04/15/2018	100.000
			6,450,000.00		
			14,690,000.00		

ESCROW REQUIREMENTS

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Period Ending	Interest	Principal Redeemed	Total
03/01/2017	191,700.00	8,240,000.00	8,431,700.00
04/15/2017	125,812.50		125,812.50
10/15/2017	125,812.50		125,812.50
04/15/2018	125,812.50	6,450,000.00	6,575,812.50
	569,137.50	14,690,000.00	15,259,137.50

ESCROW DESCRIPTIONS

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jan 12, 2017:						
SLGS	Certificate	03/01/2017	03/01/2017	8,428,928	0.250%	0.250%
SLGS	Certificate	04/15/2017	04/15/2017	114,322	0.360%	0.360%
SLGS	Certificate	10/15/2017	10/15/2017	103,078	0.580%	0.580%
SLGS	Note	04/15/2018	04/15/2017	6,553,530	0.680%	0.680%
				15,199,858		

SLGS Summary

SLGS Rates File	07NOV16
Total Certificates of Indebtedness	8,646,328.00
Total Notes	6,553,530.00
Total original SLGS	15,199,858.00

ESCROW COST

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	03/01/2017	8,428,928	0.250%	8,428,928.00
SLGS	04/15/2017	114,322	0.360%	114,322.00
SLGS	10/15/2017	103,078	0.580%	103,078.00
SLGS	04/15/2018	6,553,530	0.680%	6,553,530.00
		15,199,858		15,199,858.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
01/12/2017	15,199,858	1.56	15,199,859.56
	15,199,858	1.56	15,199,859.56

ESCROW CASH FLOW

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Date	Principal	Interest	Net Escrow Receipts
03/01/2017	8,428,928.00	2,771.15	8,431,699.15
04/15/2017	114,322.00	11,490.72	125,812.72
10/15/2017	103,078.00	22,734.07	125,812.07
04/15/2018	6,553,530.00	22,282.00	6,575,812.00
	15,199,858.00	59,277.94	15,259,135.94

Escrow Cost Summary

Purchase date	01/12/2017
Purchase cost of securities	15,199,858.00

ESCROW SUFFICIENCY

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
01/12/2017		1.56	1.56	1.56
03/01/2017	8,431,700.00	8,431,699.15	-0.85	0.71
04/15/2017	125,812.50	125,812.72	0.22	0.93
10/15/2017	125,812.50	125,812.07	-0.43	0.50
04/15/2018	6,575,812.50	6,575,812.00	-0.50	
	15,259,137.50	15,259,137.50	0.00	

ESCROW STATISTICS

County of Oneida, New York
 Refunding of Series 2008A, 2008B (Taxable) & 2009A

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Series A: Tax-Exempt Bonds, Global Proceeds Escrow:							
	4,792,424.41	0.136	0.241649%	0.241649%	4,785,353.30	7,071.11	
	6,770,930.71	1.226	0.676483%	0.676483%	6,716,910.99	54,019.71	0.01
Series B: Taxable Bonds, Global Proceeds Escrow:							
	3,636,504.44	0.136	0.241649%	0.241649%	3,627,617.52	8,886.92	
	15,199,859.56				15,129,881.81	69,977.74	0.01

Delivery date 01/12/2017
 Arbitrage yield 1.330735%

Note: Value of Negative Arbitrage for issues excluded from the arbitrage yield is based on the yield of the related issue.

REQUIRED MSRB RULE G23 DISCLOSURE

County of Oneida, New York
Refunding of Series 2008A, 2008B (Taxable) & 2009A

Disclaimer

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The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Jaffray expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Jaffray could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Jaffray as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

SOURCES AND USES OF FUNDS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Dated Date 01/12/2017
Delivery Date 01/12/2017

Sources:

Bond Proceeds:	
Par Amount	10,585,000.00
Premium	1,086,913.10
	<hr/>
	11,671,913.10

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1.12
SLGS Purchases	11,563,354.00
	<hr/>
	11,563,355.12

Delivery Date Expenses:	
Cost of Issuance	59,382.89
Underwriter's Discount	47,632.50
	<hr/>
	107,015.39

Other Uses of Funds:	
Additional Proceeds	1,542.59
	<hr/>
	11,671,913.10

BOND PRICING

County of Oneida, New York
Series A: Tax-Exempt Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	03/01/2017	45,000	3.000%	0.850%	100.291
	03/01/2018	870,000	3.000%	1.000%	102.253
	03/01/2019	2,075,000	4.000%	1.100%	106.104
	03/01/2020	2,105,000	4.000%	1.200%	108.591
	03/01/2021	1,240,000	4.000%	1.300%	110.837
	03/01/2021	885,000	5.000%	1.300%	114.850
	03/01/2022	1,240,000	4.000%	1.400%	112.840
	03/01/2022	890,000	5.000%	1.400%	117.779
	03/01/2023	1,235,000	4.000%	1.550%	114.286
		10,585,000			

Dated Date	01/12/2017	
Delivery Date	01/12/2017	
First Coupon	03/01/2017	
Par Amount	10,585,000.00	
Premium	1,086,913.10	
Production	11,671,913.10	110.268428%
Underwriter's Discount	-47,632.50	-0.450000%
Purchase Price	11,624,280.60	109.818428%
Accrued Interest		
Net Proceeds	11,624,280.60	

BOND DEBT SERVICE

County of Oneida, New York
Series A: Tax-Exempt Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017	45,000	3.000%	58,800	103,800	
09/01/2017			215,325	215,325	
12/31/2017					319,125
03/01/2018	870,000	3.000%	215,325	1,085,325	
09/01/2018			202,275	202,275	
12/31/2018					1,287,600
03/01/2019	2,075,000	4.000%	202,275	2,277,275	
09/01/2019			160,775	160,775	
12/31/2019					2,438,050
03/01/2020	2,105,000	4.000%	160,775	2,265,775	
09/01/2020			118,675	118,675	
12/31/2020					2,384,450
03/01/2021	2,125,000	** %	118,675	2,243,675	
09/01/2021			71,750	71,750	
12/31/2021					2,315,425
03/01/2022	2,130,000	** %	71,750	2,201,750	
09/01/2022			24,700	24,700	
12/31/2022					2,226,450
03/01/2023	1,235,000	4.000%	24,700	1,259,700	
12/31/2023					1,259,700
	10,585,000		1,645,800	12,230,800	12,230,800

SAVINGS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 01/12/2017 @ 1.3307354%
03/01/2017	94,000.00	103,800.00	-9,800.00		-9,782.32
04/15/2017	125,812.50		125,812.50		125,382.16
09/01/2017	94,000.00	215,325.00	-121,325.00		-120,305.70
10/15/2017	125,812.50		125,812.50		124,553.42
12/31/2017				120,500.00	
03/01/2018	1,019,000.00	1,085,325.00	-66,325.00		-65,333.07
04/15/2018	125,812.50		125,812.50		123,730.16
09/01/2018	75,500.00	202,275.00	-126,775.00		-124,053.59
10/15/2018	125,812.50		125,812.50		122,912.34
12/31/2018				58,525.00	
03/01/2019	1,000,500.00	2,277,275.00	-1,276,775.00		-1,241,109.24
04/15/2019	1,400,812.50		1,400,812.50		1,359,476.26
09/01/2019	57,000.00	160,775.00	-103,775.00		-100,209.36
10/15/2019	102,703.13		102,703.13		99,013.68
12/31/2019				122,965.63	
03/01/2020	1,007,000.00	2,265,775.00	-1,258,775.00		-1,207,490.11
04/15/2020	1,377,703.13		1,377,703.13		1,319,432.25
09/01/2020	38,000.00	118,675.00	-80,675.00		-76,876.63
10/15/2020	78,000.00		78,000.00		74,207.19
12/31/2020				116,253.13	
03/01/2021	988,000.00	2,243,675.00	-1,255,675.00		-1,188,646.05
04/15/2021	1,378,000.00		1,378,000.00		1,302,328.37
09/01/2021	19,000.00	71,750.00	-52,750.00		-49,604.11
10/15/2021	52,000.00		52,000.00		48,819.64
12/31/2021				121,575.00	
03/01/2022	969,000.00	2,201,750.00	-1,232,750.00		-1,151,569.48
04/15/2022	1,352,000.00		1,352,000.00		1,260,920.79
09/01/2022		24,700.00	-24,700.00		-22,920.92
10/15/2022	26,000.00		26,000.00		24,088.20
12/31/2022				120,550.00	
03/01/2023		1,259,700.00	-1,259,700.00		-1,161,240.29
04/15/2023	1,326,000.00		1,326,000.00		1,220,378.28
12/31/2023				66,300.00	
	12,957,468.76	12,230,800.00	726,668.76	726,668.76	686,101.87

Savings Summary

PV of savings from cash flow	686,101.87
Plus: Refunding funds on hand	1,542.59
Net PV Savings	687,644.46

SUMMARY OF REFUNDING RESULTS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Dated Date	01/12/2017
Delivery Date	01/12/2017
Arbitrage yield	1.330735%
Escrow yield	0.644894%
Value of Negative Arbitrage	61,090.82
Bond Par Amount	10,585,000.00
True Interest Cost	1.448094%
Effective Interest Cost	1.268189%
Net Interest Cost	1.541904%
Average Coupon	4.183982%
Average Life	3.716
Par amount of refunded bonds	11,150,000.00
Average coupon of refunded bonds	3.962247%
Average life of refunded bonds	3.799
PV of prior debt to 01/12/2017 @ 1.330735%	12,358,014.97
Net PV Savings	687,644.46
Percentage savings of refunded bonds	6.167215%
Percentage savings of refunding bonds	6.496405%

BOND SUMMARY STATISTICS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Dated Date	01/12/2017
Delivery Date	01/12/2017
Last Maturity	03/01/2023
Arbitrage Yield	1.330735%
True Interest Cost (TIC)	1.448094%
Net Interest Cost (NIC)	1.541904%
All-In TIC	1.595310%
Average Coupon	4.183982%
Average Life (years)	3.716
Duration of Issue (years)	3.507
Par Amount	10,585,000.00
Bond Proceeds	11,671,913.10
Total Interest	1,645,800.00
Net Interest	606,519.40
Total Debt Service	12,230,800.00
Maximum Annual Debt Service	2,438,050.00
Average Annual Debt Service	1,993,249.43
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.500000
Total Underwriter's Discount	4.500000
Bid Price	109.818428

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	10,585,000.00	110.268	4.184%	3.716
	10,585,000.00			3.716

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,585,000.00	10,585,000.00	10,585,000.00
+ Accrued Interest			
+ Premium (Discount)	1,086,913.10	1,086,913.10	1,086,913.10
- Underwriter's Discount	-47,632.50	-47,632.50	
- Cost of Issuance Expense		-59,382.89	
- Other Amounts			
Target Value	11,624,280.60	11,564,897.71	11,671,913.10
Target Date	01/12/2017	01/12/2017	01/12/2017
Yield	1.448094%	1.595310%	1.330735%

PROOF OF ARBITRAGE YIELD

County of Oneida, New York
Series A: Tax-Exempt Bonds

Date	Debt Service	Present Value to 01/12/2017 @ 1.3307354118%
03/01/2017	103,800.00	103,612.78
09/01/2017	215,325.00	213,515.96
03/01/2018	1,085,325.00	1,069,093.32
09/01/2018	202,275.00	197,932.88
03/01/2019	2,277,275.00	2,213,661.02
09/01/2019	160,775.00	155,250.88
03/01/2020	2,265,775.00	2,173,463.00
09/01/2020	118,675.00	113,087.51
03/01/2021	2,243,675.00	2,123,905.81
09/01/2021	71,750.00	67,471.00
03/01/2022	2,201,750.00	2,056,757.74
09/01/2022	24,700.00	22,920.92
03/01/2023	1,259,700.00	1,161,240.29
	12,230,800.00	11,671,913.10

Proceeds Summary

Delivery date	01/12/2017
Par Value	10,585,000.00
Premium (Discount)	1,086,913.10
Target for yield calculation	11,671,913.10

PRIOR BOND DEBT SERVICE

County of Oneida, New York
Series A: Tax-Exempt Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017			94,000.00	94,000.00	
04/15/2017			125,812.50	125,812.50	
09/01/2017			94,000.00	94,000.00	
10/15/2017			125,812.50	125,812.50	
12/31/2017					439,625.00
03/01/2018	925,000	4.000%	94,000.00	1,019,000.00	
04/15/2018			125,812.50	125,812.50	
09/01/2018			75,500.00	75,500.00	
10/15/2018			125,812.50	125,812.50	
12/31/2018					1,346,125.00
03/01/2019	925,000	4.000%	75,500.00	1,000,500.00	
04/15/2019	1,275,000	3.625%	125,812.50	1,400,812.50	
09/01/2019			57,000.00	57,000.00	
10/15/2019			102,703.13	102,703.13	
12/31/2019					2,561,015.63
03/01/2020	950,000	4.000%	57,000.00	1,007,000.00	
04/15/2020	1,275,000	3.875%	102,703.13	1,377,703.13	
09/01/2020			38,000.00	38,000.00	
10/15/2020			78,000.00	78,000.00	
12/31/2020					2,500,703.13
03/01/2021	950,000	4.000%	38,000.00	988,000.00	
04/15/2021	1,300,000	4.000%	78,000.00	1,378,000.00	
09/01/2021			19,000.00	19,000.00	
10/15/2021			52,000.00	52,000.00	
12/31/2021					2,437,000.00
03/01/2022	950,000	4.000%	19,000.00	969,000.00	
04/15/2022	1,300,000	4.000%	52,000.00	1,352,000.00	
10/15/2022			26,000.00	26,000.00	
12/31/2022					2,347,000.00
04/15/2023	1,300,000	4.000%	26,000.00	1,326,000.00	
12/31/2023					1,326,000.00
	11,150,000		1,807,468.76	12,957,468.76	12,957,468.76

UNREFUNDED BOND DEBT SERVICE

County of Oneida, New York
Series A: Tax-Exempt Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017	925,000	3.750%	17,343.75	942,343.75	
04/15/2017	1,625,000	3.500%	56,875.00	1,681,875.00	
10/15/2017			28,437.50	28,437.50	
12/31/2017					2,652,656.25
04/15/2018	1,625,000	3.500%	28,437.50	1,653,437.50	
12/31/2018					1,653,437.50
	4,175,000		131,093.75	4,306,093.75	4,306,093.75

FORM 8038 STATISTICS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Dated Date 01/12/2017
Delivery Date 01/12/2017

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	03/01/2017	45,000.00	3.000%	100.291	45,130.95	45,000.00
	03/01/2018	870,000.00	3.000%	102.253	889,601.10	870,000.00
	03/01/2019	2,075,000.00	4.000%	106.104	2,201,658.00	2,075,000.00
	03/01/2020	2,105,000.00	4.000%	108.591	2,285,840.55	2,105,000.00
	03/01/2021	1,240,000.00	4.000%	110.837	1,374,378.80	1,240,000.00
	03/01/2021	885,000.00	5.000%	114.850	1,016,422.50	885,000.00
	03/01/2022	1,240,000.00	4.000%	112.840	1,399,216.00	1,240,000.00
	03/01/2022	890,000.00	5.000%	117.779	1,048,233.10	890,000.00
	03/01/2023	1,235,000.00	4.000%	114.286	1,411,432.10	1,235,000.00
		10,585,000.00			11,671,913.10	10,585,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	03/01/2023	4.000%	1,411,432.10	1,235,000.00		
Entire Issue			11,671,913.10	10,585,000.00	3.7704	1.3307%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	107,015.39
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	4,792,424.41
Proceeds used to advance refund prior issues	6,770,930.71
Remaining weighted average maturity of the bonds to be currently refunded	3.1521
Remaining weighted average maturity of the bonds to be advance refunded	4.2700

FORM 8038 STATISTICS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2008A:					
BOND	03/01/2018	925,000.00	4.000%	100.000	925,000.00
BOND	03/01/2019	925,000.00	4.000%	100.000	925,000.00
BOND	03/01/2020	950,000.00	4.000%	100.000	950,000.00
BOND	03/01/2021	950,000.00	4.000%	100.000	950,000.00
BOND	03/01/2022	950,000.00	4.000%	100.000	950,000.00
		<u>4,700,000.00</u>			<u>4,700,000.00</u>
Series 2009A:					
BOND	04/15/2019	1,275,000.00	3.625%	100.000	1,275,000.00
BOND	04/15/2020	1,275,000.00	3.875%	100.000	1,275,000.00
BOND	04/15/2021	1,300,000.00	4.000%	100.000	1,300,000.00
BOND	04/15/2022	1,300,000.00	4.000%	100.000	1,300,000.00
BOND	04/15/2023	1,300,000.00	4.000%	100.000	1,300,000.00
		<u>6,450,000.00</u>			<u>6,450,000.00</u>
		11,150,000.00			11,150,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2008A	03/01/2017	09/04/2008	3.1521
Series 2009A	04/15/2018	04/15/2009	4.2700
All Refunded Issues	04/15/2018		3.7987

SUMMARY OF BONDS REFUNDED

County of Oneida, New York
Series A: Tax-Exempt Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2008A, SERIES08:					
BOND	03/01/2018	4.000%	925,000.00	03/01/2017	100.000
	03/01/2019	4.000%	925,000.00	03/01/2017	100.000
	03/01/2020	4.000%	950,000.00	03/01/2017	100.000
	03/01/2021	4.000%	950,000.00	03/01/2017	100.000
	03/01/2022	4.000%	950,000.00	03/01/2017	100.000
			<u>4,700,000.00</u>		
Series 2009A, SERIES09:					
BOND	04/15/2019	3.625%	1,275,000.00	04/15/2018	100.000
	04/15/2020	3.875%	1,275,000.00	04/15/2018	100.000
	04/15/2021	4.000%	1,300,000.00	04/15/2018	100.000
	04/15/2022	4.000%	1,300,000.00	04/15/2018	100.000
	04/15/2023	4.000%	1,300,000.00	04/15/2018	100.000
			<u>6,450,000.00</u>		
			11,150,000.00		

ESCROW REQUIREMENTS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Period Ending	Interest	Principal Redeemed	Total
03/01/2017	94,000.00	4,700,000.00	4,794,000.00
04/15/2017	125,812.50		125,812.50
10/15/2017	125,812.50		125,812.50
04/15/2018	125,812.50	6,450,000.00	6,575,812.50
	471,437.50	11,150,000.00	11,621,437.50

ESCROW DESCRIPTIONS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Type of Security	Type of SLGS	Maturity Date	First Int. Pmt Date	Par Amount	Rate	Max Rate
Jan 12, 2017:						
SLGS	Certificate	03/01/2017	03/01/2017	4,792,424	0.250%	0.250%
SLGS	Certificate	04/15/2017	04/15/2017	114,322	0.360%	0.360%
SLGS	Certificate	10/15/2017	10/15/2017	103,078	0.580%	0.580%
SLGS	Note	04/15/2018	04/15/2017	6,553,530	0.680%	0.680%
				11,563,354		

SLGS Summary

SLGS Rates File	07NOV16
Total Certificates of Indebtedness	5,009,824.00
Total Notes	6,553,530.00
Total original SLGS	11,563,354.00

ESCROW COST

County of Oneida, New York
Series A: Tax-Exempt Bonds

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	03/01/2017	4,792,424	0.250%	4,792,424.00
SLGS	04/15/2017	114,322	0.360%	114,322.00
SLGS	10/15/2017	103,078	0.580%	103,078.00
SLGS	04/15/2018	6,553,530	0.680%	6,553,530.00
11,563,354				11,563,354.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
01/12/2017	11,563,354	1.12	11,563,355.12
	11,563,354	1.12	11,563,355.12

ESCROW CASH FLOW

County of Oneida, New York
Series A: Tax-Exempt Bonds

Date	Principal	Interest	Net Escrow Receipts
03/01/2017	4,792,424.00	1,575.59	4,793,999.59
04/15/2017	114,322.00	11,490.72	125,812.72
10/15/2017	103,078.00	22,734.07	125,812.07
04/15/2018	6,553,530.00	22,282.00	6,575,812.00
	11,563,354.00	58,082.38	11,621,436.38

Escrow Cost Summary

Purchase date	01/12/2017
Purchase cost of securities	11,563,354.00

ESCROW SUFFICIENCY

County of Oneida, New York
Series A: Tax-Exempt Bonds

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
01/12/2017		1.12	1.12	1.12
03/01/2017	4,794,000.00	4,793,999.59	-0.41	0.71
04/15/2017	125,812.50	125,812.72	0.22	0.93
10/15/2017	125,812.50	125,812.07	-0.43	0.50
04/15/2018	6,575,812.50	6,575,812.00	-0.50	
	11,621,437.50	11,621,437.50	0.00	

ESCROW STATISTICS

County of Oneida, New York
Series A: Tax-Exempt Bonds

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:							
	4,792,424.41	0.136	0.241649%	0.241649%	4,785,353.30	7,071.11	
	6,770,930.71	1.226	0.676483%	0.676483%	6,716,910.99	54,019.71	0.01
	11,563,355.12				11,502,264.29	61,090.82	0.01

Delivery date 01/12/2017
Arbitrage yield 1.330735%

REQUIRED MSRB RULE G23 DISCLOSURE

County of Oneida, New York
Series A: Tax-Exempt Bonds

Disclaimer

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The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Jaffray expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Jaffray could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Jaffray as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

SOURCES AND USES OF FUNDS

County of Oneida, New York
Series B: Taxable Bonds

Dated Date 01/12/2017
Delivery Date 01/12/2017

Sources:

Bond Proceeds:	
Par Amount	3,675,000.00

3,675,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.44
SLGS Purchases	3,636,504.00
	<hr/>
	3,636,504.44

Delivery Date Expenses:	
Cost of Issuance	20,617.11
Underwriter's Discount	16,537.50
	<hr/>
	37,154.61

Other Uses of Funds:	
Additional Proceeds	1,340.95

3,675,000.00

BOND PRICING

County of Oneida, New York
Series B: Taxable Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	03/01/2017	95,000	1.350%	1.350%	100.000
	03/01/2018	685,000	1.400%	1.400%	100.000
	03/01/2019	705,000	1.650%	1.650%	100.000
	03/01/2020	715,000	1.900%	1.900%	100.000
	03/01/2021	730,000	2.100%	2.100%	100.000
	03/01/2022	745,000	2.400%	2.400%	100.000
		3,675,000			

Dated Date	01/12/2017	
Delivery Date	01/12/2017	
First Coupon	03/01/2017	
Par Amount	3,675,000.00	
Original Issue Discount		
Production	3,675,000.00	100.000000%
Underwriter's Discount	-16,537.50	-0.450000%
Purchase Price	3,658,462.50	99.550000%
Accrued Interest		
Net Proceeds	3,658,462.50	

BOND DEBT SERVICE

County of Oneida, New York
Series B: Taxable Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017	95,000	1.350%	9,432.50	104,432.50	
09/01/2017			34,008.75	34,008.75	
12/31/2017					138,441.25
03/01/2018	685,000	1.400%	34,008.75	719,008.75	
09/01/2018			29,213.75	29,213.75	
12/31/2018					748,222.50
03/01/2019	705,000	1.650%	29,213.75	734,213.75	
09/01/2019			23,397.50	23,397.50	
12/31/2019					757,611.25
03/01/2020	715,000	1.900%	23,397.50	738,397.50	
09/01/2020			16,605.00	16,605.00	
12/31/2020					755,002.50
03/01/2021	730,000	2.100%	16,605.00	746,605.00	
09/01/2021			8,940.00	8,940.00	
12/31/2021					755,545.00
03/01/2022	745,000	2.400%	8,940.00	753,940.00	
12/31/2022					753,940.00
	3,675,000		233,762.50	3,908,762.50	3,908,762.50

SAVINGS

County of Oneida, New York
Series B: Taxable Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 01/12/2017 @ 1.3307354%
03/01/2017	97,700.00	104,432.50	-6,732.50		-6,720.36
09/01/2017	97,700.00	34,008.75	63,691.25	56,958.75	63,156.15
12/31/2017					8,561.27
03/01/2018	727,700.00	719,008.75	8,691.25		50,448.30
09/01/2018	80,768.75	29,213.75	51,555.00	60,246.25	
12/31/2018					16,092.55
03/01/2019	750,768.75	734,213.75	16,555.00		38,012.45
09/01/2019	62,762.50	23,397.50	39,365.00	55,920.00	
12/31/2019					28,168.61
03/01/2020	767,762.50	738,397.50	29,365.00		25,509.61
09/01/2020	43,375.00	16,605.00	26,770.00	56,135.00	
12/31/2020					39,540.28
03/01/2021	788,375.00	746,605.00	41,770.00		12,765.42
09/01/2021	22,515.00	8,940.00	13,575.00	55,345.00	
12/31/2021					54,717.65
03/01/2022	812,515.00	753,940.00	58,575.00	58,575.00	
12/31/2022					
	4,251,942.50	3,908,762.50	343,180.00	343,180.00	330,251.93

Savings Summary

PV of savings from cash flow	330,251.93
Plus: Refunding funds on hand	1,340.95
Net PV Savings	<u>331,592.88</u>

SUMMARY OF REFUNDING RESULTS

County of Oneida, New York
Series B: Taxable Bonds

Dated Date	01/12/2017
Delivery Date	01/12/2017
Arbitrage yield	2.049583%
Escrow yield	0.241649%
Value of Negative Arbitrage	8,886.92
Bond Par Amount	3,675,000.00
True Interest Cost	2.201514%
Effective Interest Cost	2.049583%
Net Interest Cost	2.198467%
Average Coupon	2.053212%
Average Life	3.098
Par amount of refunded bonds	3,540,000.00
Average coupon of refunded bonds	5.574045%
Average life of refunded bonds	3.248
PV of prior debt to 01/12/2017 @ 1.330735%	4,084,943.97
Net PV Savings	331,592.88
Percentage savings of refunded bonds	9.367031%
Percentage savings of refunding bonds	9.022936%

BOND SUMMARY STATISTICS

County of Oneida, New York
Series B: Taxable Bonds

Dated Date	01/12/2017
Delivery Date	01/12/2017
Last Maturity	03/01/2022
Arbitrage Yield	2.049583%
True Interest Cost (TIC)	2.201514%
Net Interest Cost (NIC)	2.198467%
All-In TIC	2.392288%
Average Coupon	2.053212%
Average Life (years)	3.098
Duration of Issue (years)	2.998
Par Amount	3,675,000.00
Bond Proceeds	3,675,000.00
Total Interest	233,762.50
Net Interest	250,300.00
Total Debt Service	3,908,762.50
Maximum Annual Debt Service	757,611.25
Average Annual Debt Service	761,035.42
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.500000
Total Underwriter's Discount	4.500000
Bid Price	99.550000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	3,675,000.00	100.000	2.053%	3.098
	3,675,000.00			3.098

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,675,000.00	3,675,000.00	3,675,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-16,537.50	-16,537.50	
- Cost of Issuance Expense		-20,617.11	
- Other Amounts			
Target Value	3,658,462.50	3,637,845.39	3,675,000.00
Target Date	01/12/2017	01/12/2017	01/12/2017
Yield	2.201514%	2.392288%	2.049583%

PROOF OF ARBITRAGE YIELD

County of Oneida, New York
Series B: Taxable Bonds

Date	Debt Service	Present Value to 01/12/2017 @ 2.0495827215%
03/01/2017	104,432.50	104,143.05
09/01/2017	34,008.75	33,570.46
03/01/2018	719,008.75	702,542.92
09/01/2018	29,213.75	28,255.18
03/01/2019	734,213.75	702,918.99
09/01/2019	23,397.50	22,172.99
03/01/2020	738,397.50	692,655.13
09/01/2020	16,605.00	15,418.34
03/01/2021	746,605.00	686,217.53
09/01/2021	8,940.00	8,133.56
03/01/2022	753,940.00	678,971.86
	3,908,762.50	3,675,000.00

Proceeds Summary

Delivery date	01/12/2017
Par Value	3,675,000.00
Target for yield calculation	3,675,000.00

PRIOR BOND DEBT SERVICE

County of Oneida, New York
Series B: Taxable Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017			97,700.00	97,700.00	
09/01/2017			97,700.00	97,700.00	195,400.00
12/31/2017					
03/01/2018	630,000	5.375%	97,700.00	727,700.00	
09/01/2018			80,768.75	80,768.75	808,468.75
12/31/2018					
03/01/2019	670,000	5.375%	80,768.75	750,768.75	
09/01/2019			62,762.50	62,762.50	813,531.25
12/31/2019					
03/01/2020	705,000	5.500%	62,762.50	767,762.50	
09/01/2020			43,375.00	43,375.00	811,137.50
12/31/2020					
03/01/2021	745,000	5.600%	43,375.00	788,375.00	
09/01/2021			22,515.00	22,515.00	810,890.00
12/31/2021					
03/01/2022	790,000	5.700%	22,515.00	812,515.00	
12/31/2022					812,515.00
	3,540,000		711,942.50	4,251,942.50	4,251,942.50

UNREFUNDED BOND DEBT SERVICE

County of Oneida, New York
Series B: Taxable Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2017 12/31/2017	590,000	5.375%	15,856.25	605,856.25	605,856.25
	590,000		15,856.25	605,856.25	605,856.25

FORM 8038 STATISTICS

County of Oneida, New York
Series B: Taxable Bonds

Dated Date 01/12/2017
Delivery Date 01/12/2017

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	03/01/2017	95,000.00	1.350%	100.000	95,000.00	95,000.00
	03/01/2018	685,000.00	1.400%	100.000	685,000.00	685,000.00
	03/01/2019	705,000.00	1.650%	100.000	705,000.00	705,000.00
	03/01/2020	715,000.00	1.900%	100.000	715,000.00	715,000.00
	03/01/2021	730,000.00	2.100%	100.000	730,000.00	730,000.00
	03/01/2022	745,000.00	2.400%	100.000	745,000.00	745,000.00
		3,675,000.00			3,675,000.00	3,675,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	03/01/2022	2.400%	745,000.00	745,000.00		
Entire Issue			3,675,000.00	3,675,000.00	3.0980	2.0496%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	37,154.61
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	3,636,504.44
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	3.2477
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

County of Oneida, New York
Series B: Taxable Bonds

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2008B (Taxable):					
BOND	03/01/2018	630,000.00	5.375%	100.000	630,000.00
BOND	03/01/2019	670,000.00	5.375%	100.000	670,000.00
BOND	03/01/2020	705,000.00	5.500%	100.000	705,000.00
BOND	03/01/2021	745,000.00	5.600%	100.000	745,000.00
BOND	03/01/2022	790,000.00	5.700%	100.000	790,000.00
					3,540,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2008B (Taxable)	03/01/2017	09/01/2008	3.2477
All Refunded Issues	03/01/2017		3.2477

SUMMARY OF BONDS REFUNDED

County of Oneida, New York
Series B: Taxable Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2008B (Taxable), SER08B: BOND	03/01/2018	5.375%	630,000.00	03/01/2017	100.000
	03/01/2019	5.375%	670,000.00	03/01/2017	100.000
	03/01/2020	5.500%	705,000.00	03/01/2017	100.000
	03/01/2021	5.600%	745,000.00	03/01/2017	100.000
	03/01/2022	5.700%	790,000.00	03/01/2017	100.000
				3,540,000.00	

ESCROW REQUIREMENTS

County of Oneida, New York
Series B: Taxable Bonds

Period Ending	Interest	Principal Redeemed	Total
03/01/2017	97,700.00	3,540,000.00	3,637,700.00
	97,700.00	3,540,000.00	3,637,700.00

ESCROW DESCRIPTIONS

County of Oneida, New York
Series B: Taxable Bonds

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jan 12, 2017: SLGS	Certificate	03/01/2017	03/01/2017	3,636,504	0.250%	0.250%
				3,636,504		

SLGS Summary

SLGS Rates File	07NOV16
Total Certificates of Indebtedness	3,636,504.00

ESCROW COST

County of Oneida, New York
Series B: Taxable Bonds

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	03/01/2017	3,636,504	0.250%	3,636,504.00
		3,636,504		3,636,504.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
01/12/2017	3,636,504	0.44	3,636,504.44	0.241649%
	3,636,504	0.44	3,636,504.44	

ESCROW CASH FLOW

County of Oneida, New York
Series B: Taxable Bonds

Date	Principal	Interest	Net Escrow Receipts	Present Value to 01/12/2017 @ 0.2416488%
03/01/2017	3,636,504.00	1,195.56	3,637,699.56	3,636,504.00
	3,636,504.00	1,195.56	3,637,699.56	3,636,504.00

Escrow Cost Summary

Purchase date	01/12/2017
Purchase cost of securities	3,636,504.00
	<hr/>
Target for yield calculation	3,636,504.00

ESCROW SUFFICIENCY

County of Oneida, New York
Series B: Taxable Bonds

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
01/12/2017		0.44	0.44	0.44
03/01/2017	3,637,700.00	3,637,699.56	-0.44	
	3,637,700.00	3,637,700.00	0.00	

ESCROW STATISTICS

County of Oneida, New York
Series B: Taxable Bonds

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 3,636,504.44	0.136	0.241649%	0.241649%	3,627,617.52	8,886.92	
3,636,504.44				3,627,617.52	8,886.92	0.00

Delivery date 01/12/2017
Arbitrage yield 2.049583%

REQUIRED MSRB RULE G23 DISCLOSURE

County of Oneida, New York
Series B: Taxable Bonds

Disclaimer

Piper Jaffray is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Jaffray is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a 'recommendation' or 'advice' within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Jaffray is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Jaffray's primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm's-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Jaffray expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Jaffray could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Jaffray as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

ONEIDA COUNTY HEALTH DEPARTMENT

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



ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

September 21, 2016

FN 20. 16-414

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Contract #: 014339 – Medical Examiner's Office Transport Services

Dear Mr. Picente:

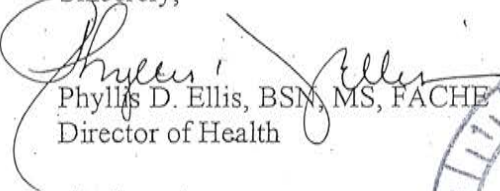
Attached are three (3) copies of a Contract Renewal Agreement between Oneida County through its Health Department and J. Donald Smith Funeral Home, Inc.

J. Donald Smith Funeral Home, Inc. will continue to provide transport services to remove and transport decedents to locations designated by the Onondaga County Medical Examiner's Office or its designees. The term of the Original Agreement was from January 1, 2014 through December 31, 2016 with two additional one-year options to renew. This contract renewal is from January 1, 2017 through December 31, 2017 and is not to exceed \$80,000 which will be paid on a quarterly basis. All terms of the prior contract remain in effect without change or adjustment.

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

Should you have any questions or concerns, please feel free to contact me.

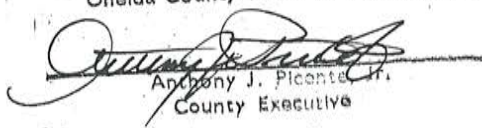
Sincerely,


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

attachments
ns



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


Anthony J. Picente, Jr.
County Executive

Date 11-18-16

Oneida Co. Department: Public Health

Competing Proposal _____

Only Respondent _____

Sole Source _____

RFP _____

Other Renewal

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

J. Donald Smith Funeral Home, Inc.
c/o David W. Smith
3022 Oneida Street
Sauquoit, NY 13456

Title of Activity or Service:

Medical Examiner Transport Services - Renewal

Proposed Dates of Operation: January 1, 2017 through December 31, 2017

Client Population/Number to be Served: Decedents of Oneida County, and the families thereof.

Summary Statements

1) Narrative Description of Proposed Services: Renewal of an Agreement by which J. Donald Smith Funeral Home, Inc. will provide transport services to remove and transport decedents to locations designated by the Onondaga County Medical Examiner's Office or its designees.

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

3) Program Design and Staffing: N/A

Total Funding Requested: Contract not to exceed \$80,000. Payments shall be made on a quarterly basis at the beginning of each quarter.

Account # A1186.495

Oneida County Dept. Funding Recommendation: \$80,000

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2016, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and J. Donald Smith Funeral Home, Inc., a domestic corporation organized and existing under the laws of the State of New York, located at 3022 Oneida Street, Sauquoit, New York 13456, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY and the CONTRACTOR previously entered into an agreement, which was in effect from January 1, 2014 until December 31, 2016 (COUNTY contract no. 14339), hereinafter referred to a "Prior Contract", whereby the CONTRACTOR provides decedent removal, temporary storage, and transportation services from Oneida County to the Onondaga County Medical Examiner Office ("OCMEO"), which serves on behalf of the COUNTY; and

WHEREAS, the Prior Contract provided that the COUNTY and CONTRACTOR have the option to renew without change or adjustment to the terms of the prior contract for up to two (2) additional one-year terms; and

WHEREAS, the COUNTY and the CONTRACTOR both wish to renew the prior contract without change or adjustment to the terms for an additional one-year term;

NOW THEREFORE, in consideration of the mutual promises made by the parties herein, the COUNTY and the CONTRACTOR agree as follows:

1. **TERM:** The term shall run from January 1, 2017 until December 31, 2017. Thereafter, the COUNTY and the CONTRACTOR have the option to renew without change or adjustment to the terms of this Agreement for one (1) additional one-year term.

2. **OTHER TERMS:** All other terms of the Prior Contract remain in effect without change or adjustment. Said Prior Contract is attached hereto and made a part hereof as Appendix A.

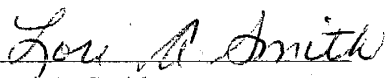
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IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement for services on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

Anthony J. Picente, Jr.
County Executive



Lori A. Smith
Chief Executive Officer

Approved

Raymond F. Bara, Esq.
Assistant County Attorney

APPENDIX A

MEDICAL EXAMINER OFFICE TRANSPORTATION
SERVICES AGREEMENT

THIS AGREEMENT, entered into on the 15 day of November, 2013 by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and J. Donald Smith Funeral Home, Inc., 3022 Oneida Street, Sauquoit, New York 13456, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY wishes to engage the services of a qualified provider possessing the requisite skills, expertise and licensing to provide decedent removal, temporary storage and transportation services to the Onondaga County Medical Examiner Office (OCMEO), who serves on behalf of the COUNTY, and

WHEREAS, the COUNTY requested proposals from qualified agencies to perform such services, and

WHEREAS, after a thorough review, it has been determined that the CONTRACTOR possesses the requisite skills, expertise and licensing to provide the required services set forth hereunder;

NOW THEREFORE, in consideration of the mutual promises made by the parties herein, the COUNTY and the CONTRACTOR agree as follows:

1. **TERM:** The term shall run from January 1, 2014 until December 31, 2016. Thereafter, the COUNTY and the CONTRACTOR have the option to renew without change or adjustment to the terms of this Agreement for up to two additional one-year terms.
2. **FEEES:**
 - a. **TRANSPORTATION:** The amount of compensation for transportation services shall be eighty thousand dollars (\$80,000.00) annually. Payments shall be made on a quarterly basis at the beginning of each quarter beginning January 1st, and subsequently on April 1st, July 1st, and October 1st.
 - b. **STORAGE:** Temporary storage will be provided on an as-needed basis, the CONTRACTOR will provide such storage in one of two methods: refrigerated or non-refrigerated. Such storage will be provided at an additional fee of seventy-five dollars (\$75.00) for each 24 hour period for those decedents held in a non-refrigerated facility. Storage provided in a refrigerated facility shall be held for a fee of one hundred dollars (\$100.00) for each 24 hour period. There shall be no charge for the first three decedents annually in each of the two methods described herein.
 - c. All payments shall be made in accordance with procedures established by the COUNTY's comptroller and upon submission of approved vouchers, which can be

obtained through the COUNTY's Department of Public Health and signed by the Public Health Director. At no time shall the CONTRACTOR submit a bill to a member of a decedent's family directly.

3. SCOPE OF SERVICES:

a. The Onondaga County Medical Examiner's Office (OCMEO), is located at 100 Elizabeth Blackwell Street, Syracuse, NY. The CONTRACTOR will provide transport service to remove and transport decedents to this location and/or to other locations as required in the event of a mass fatality or other incident where an off-site location is necessary.

b. The CONTRACTOR agrees to provide services at such times, dates and locations as designated by the COUNTY through the OCMEO for decedent removal and transportation services. Decedent removal is required from various locations throughout Oneida COUNTY including but not limited to residences, roadways, wooded areas, funeral homes, and hospitals/health care facilities.

c. The CONTRACTOR will provide such services as an on-call service, and may be contacted at any time 24 hours a day, 7 days a week.

d. The CONTRACTOR will utilize vehicles conforming to New York State Health laws appropriate for the removal and transport of decedents to the OCMEO. Vehicles will be subject to the approval of the OCMEO Chief Medical Examiner or his/her designated representative. Inappropriate or poorly maintained vehicles will be disallowed.

e. The CONTRACTOR guarantees that it will utilize vehicles(s) with appropriate equipment for a wide range of location scenarios and that are unmarked or do not display a company name.

f. The OCMEO will provide the CONTRACTOR with information about scene location, weight of decedent, decontamination requirements, and any other information that may require additional assistance or resources by the CONTRACTOR at the time of notification.

g. The CONTRACTOR agrees that it will have available at all times a sufficient number of vehicles and staff to remove at least two decedents from two different locations at the same time.

h. The CONTRACTOR agrees that it will respond within forty-five (45) minutes of notification.

i. The CONTRACTOR will allot for forty-five (45) minutes of time on-scene for stand-by and removal. On-scene time starts upon arrival at the scene and ends when the decedent is removed from the scene. OCMEO staff will contact the CONTRACTOR when the decedent is ready for removal; however, the CONTRACTOR must be aware there are times when the removal may be delayed

due to law enforcement and/or other agency activities beyond the control of the OCMEO.

j. The CONTRACTOR will provide at least two (2) employees to remove decedents from scenes and emergency rooms and at least one (1) employee to remove decedents from hospital morgues. The CONTRACTOR's employees must be capable of moving heavy decedents up to 250 pounds and/or must have the appropriate number of staff and equipment to remove decedents up to 500 pounds. The CONTRACTOR should not expect any assistance with removal.

k. CONTRACTOR employees must dress professionally and appropriately for scene response.

l. The CONTRACTOR and its employees will demonstrate respect for the decedent and for family members of the decedent at all times during the course of removal and transport. A flat or plastic carry-board must be used to transfer all decedents to a stretcher for removal.

m. The CONTRACTOR and its employees must maintain confidentiality of all information obtained during transport. This includes basic data such as decedent name, age, gender, sexual orientation, circumstances of death, as well as, other information. Any breach of confidentiality may result in the termination of the contract and possible legal action.

n. The CONTRACTOR and its employees must use universal precautions during removal, transfer and transport.

o. The CONTRACTOR and its employees must comply with Occupational Safety and Health regulations 29 CFR 1910.1030: Occupational Exposure to Blood-borne Pathogens and 29 CFR 1910.132-136: Personal Protective Equipment and supply personal protective supplies to meet these standards.

p. The CONTRACTOR and its employees must read the CFS Safety Manual Contractor Safety Handout and complete the Contractor Safety Acknowledgement Signature form.

q. The CONTRACTOR will utilize cellular telephone and/or two-way radio communication between the CONTRACTOR's main office, mobile vehicle(s) and OCMEO employees.

r. During removal and transport, the CONTRACTOR will utilize various types of body bags provided by the OCMEO. Heavy duty bags must be used in any instance where the death is the result of a criminal act, requires removal by hand carrying the remains (i.e. off road or woods), or in circumstances where special handling is required, as directed by the OCMEO staff on the scene. In all other routine removal situations (hospitals, nursing homes, etc.), the decedent, ideally, must be placed in a bag provided by that institution. In those cases where a bag is not provided by an institution, or the removal is made from a private residence, a

lightweight bag must be utilized. In cases where the decedent is extremely obese, special oversized heavyweight bags will be utilized as determined by OCMEEO staff. All replacement bags will be replenished upon arrival at the OCMEEO. All bags are the property of the OCMEEO and must be used for only that purpose.

s. The CONTRACTOR will utilize other supplies provided by the OCMEEO for scene preservation as directed by OCMEEO forensic investigators or medical examiners.

t. The CONTRACTOR must complete the chain of custody when the OCMEEO forensic investigator is present at the scene/ pick-up location: The OCMEEO forensic investigator will begin the chain of custody at the scene by sealing the bag with a numbered lock seal and will then transfer the decedent to the CONTRACTOR for transport. The chain of custody will continue at check-in of the decedent at the OCMEEO. The CONTRACTOR and/or its employees will not depart the OCMEEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEEO representative.

u. The CONTRACTOR must complete the chain of custody when an OCMEEO forensic investigator is NOT present at the scene/ pick-up location: The CONTRACTOR will ensure the numbered lock seal on the body bag matches the seal number noted in the hospital or other agency's records/forms before transport to the OCMEEO. If the body bag is NOT sealed upon arrival, the CONTRACTOR will use an approved OCMEEO property and evidence form to document personal property and valuables on the decedent, with hospital or other agency staff present, and then seal the bag with a numbered lock seal before transport to the OCMEEO. The chain of custody will continue at check-in of the decedent at the OCMEEO. The CONTRACTOR and/or its employees will not depart the OCMEEO, following decedent transport, until said chain of custody is completed and signed by both the CONTRACTOR's representative and an OCMEEO representative.

v. The CONTRACTOR agrees to bring any issues/problems encountered to the attention of the Forensic Investigator responsible for the particular scene, or to the OCMEEO or his/her designee.

w. The CONTRACTOR must provide a monthly report on all responses including OCMEEO case number, time of arrival and departure from the scene, scene location, and names of vendor employees responding. This report should be submitted with a quarterly invoice for services performed to the Oneida County Director of Public Health.

4. CONFIDENTIALITY:

a. The CONTRACTOR shall hold in strict confidence all records and proceedings the CONTRACTOR has access to in the provision of the above services. The CONTRACTOR shall not disclose any information, data or records except to those persons or entities as authorized or required by law or pursuant to a

court order, or by written consent of the COUNTY, it being acknowledged and agreed that, except as otherwise required by law, the COUNTY shall have sole responsibility for responding to requests for access to such records.

b. The CONTRACTOR shall not display the COUNTY's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the CONTRACTOR.

5. **REPORTING REQUIREMENTS:** The CONTRACTOR shall keep separate and accurate records regarding decedent removal and transport services provided to the COUNTY under the terms of this agreement and, upon request by the COUNTY, the CONTRACTOR shall submit such documentation to the COUNTY upon request.
6. **INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed that the relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR. The employees provided by the CONTRACTOR shall not hold themselves out as or be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
7. **INDEMNIFICATION:** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and ONONDAGA COUNTY, their officers, directors, elected officials and employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the CONTRACTOR, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.
8. **INSURANCE:** The CONTRACTOR shall provide the COUNTY with proof that J. Donald Smith Funeral Home, Inc. is covered under a professional liability policy of insurance which coverage shall be extended or endorsed to include any work performed for the County of Oneida under the terms of this agreement. CONTRACTOR agrees that it will, at its own expense, at all times during the term of this agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. CONTRACTOR agrees to have COUNTY and Onondaga County named as additional insured's on a primary basis to said policies, and to provide COUNTY with certificates from said insurance company or companies showing COUNTY and Onondaga County as additional insured's prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to COUNTY at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall consist of the following: Commercial General Liability Insurance: One million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate; Automobile Liability Insurance: One million dollars (\$1,000,000.00) per

occurrence and Three Million dollars (\$3,000,000.00) aggregate; Excess/ Umbrella coverage: Three million dollars (\$3,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) aggregate

9. AUDIT: The CONTRACTOR agrees to meet with the COUNTY on reasonable notice and at reasonable times and locations to permit the COUNTY to inspect or audit any and all files controlled or supervised by the CONTRACTOR under this Agreement.

10. TERMINATION: This agreement may be cancelled by either the COUNTY or the CONTRACTOR upon thirty (30) days written notice to the other. However, the parties shall diligently endeavor to work out their differences prior to advising the other of intent to terminate for cause.

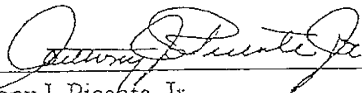
11. ENTIRE AGREEMENT: This agreement and the attachments hereto represent the entire understanding between the parties and the agreement may not be amended or any of its provisions waived without the prior written consent of both the COUNTY and the CONTRACTOR.

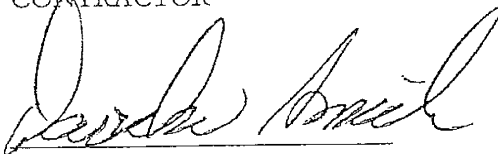
12. GOVERNANCE: This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement for legal services on the day and year first above written.

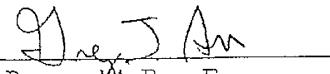
COUNTY OF ONEIDA

CONTRACTOR


Anthony J. Picante, Jr.
County Executive


David W. Smith
J. Donald Smith Funeral Home, Inc.

Approved as to form only


Raymond A. Bara, Esq.
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 15 day of November, 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).

-
- 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 (HIPPA).**

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 therefore.

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.

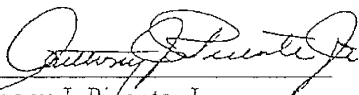
During the term of the Contract, should the COUNTY receive information that a Bidder/CONTRACTOR is in violation of the above-referenced certification, the COUNTY will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement 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.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

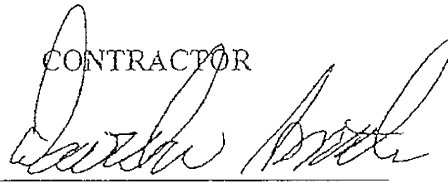
By:



Anthony J. Picente, Jr.
Oneida County Executive

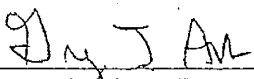
CONTRACTOR

By:



David W. Smith
J. Donald Smith Funeral Home, Inc.

Approved as to Form only


Raymond A. Bara, Esq.
Assistant County Attorney

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
John Sharrino

October 3, 2016

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

FN 20 16-415

PUBLIC SAFETY

Re: Clinton Central School/IRT Program

Dear Mr. Picente:

WAYS & MEANS

Enclosed is an Agreement between the Probation Department and the Clinton Central School District wherein the school district reimburses the County \$8,950 for the services of one Probation Officer one day a week.

This Officer provides Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

The Board and Your support of our programming continue to be most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 11/14/16

**Oneida County Board of Legislators
Contract Summary**

Name and Address of Vendor: Clinton Central School/IRT Program
75 Chenango Road
Clinton, New York 13323

Title of Activity or Service: Clinton Central School/IRT Program

Proposed Dates of Operation: 7/1/2016 to 6/30/2017

Client Population/Number to be served: Students and their families in the school district.

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Clinton Central School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.
- 2.) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2015 we worked with 128 cases and diverted 96%.
- 3.) **Program Design and Staffing:** One full-time Probation Officer is employed one day per week at Junior High and High School buildings. He also works in the elementary school as needed.

<u>Total Funding Requested:</u>	Clinton Central School District	\$8,950	Account #: A3142.A4313.1
	Oneida County	\$ 0	

Oneida County Department Funding Recommendation: Salaries, Fringe Benefits, and Travel are included in our 2016 and 2017 Budgets.

Proposed Funding Sources (Federal\$/State\$/County\$): Clinton Central School District

Cost Per Client Served: In 2015 the cost per client served totaled \$601.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past two years.

O.C. Department Staff Comments: The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Clinton Central School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Clinton Central School District

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and CLINTON CENTRAL SCHOOL DISTRICT, a political subdivision of the State of New York, with its principal offices located at 75 Chenango Avenue, Clinton, New York 13323, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in any and all School District buildings; and

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

1. TERM:

- a. This **AGREEMENT** shall be effective from July 1, 2016 until June 30, 2017, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with IRT efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assist School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with

the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;

- C. Counseling and assisting students, in the school setting, with problems relating to compliance;
- D. Monitoring students' behavior at home, in school, and in the community;
- E. Preparing progress reports on persons under probation supervision;
- F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.

vii. "Other Support Services" may also include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.

b. The Probation Department will provide one (1) part-time Probation Officer, who will provide the above-described services, one day per week, at any and all Clinton Central School District buildings.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$8,950.00 for conducting IRT services described above, inclusive of salary, fringe benefits, and related travel.
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACTOR STATUS:

- a. It is expressly agreed that the relationship of the County and Probation Department to the School District shall be that of an Independent Contractor. The Probation Officer shall not be considered an employee of the School District for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Probation Officer, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the School District by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the School District.
- b. County and Probation Department warrant and represent that the County and Probation Department offers the same or similar service(s) to other school districts. The parties agree that County and Probation Department are free may continue to make these services available to other school districts the term of this Agreement.

- c. County and Probation Department acknowledge and agree that the Probation Officer shall not be eligible for any School District employee benefits, including retirement membership credits.
- d. County shall be solely responsible for applicable taxes for all compensation paid to the Probation Officer under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Probation Officer, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The School District shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).
- e. The County shall indemnify and hold the School District harmless from all loss or liability incurred by the School District as a result of the School District not making such payments or withholdings.
- f. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the County and Probation Department's Independent Contractor status, it is agreed that both the School District and the County shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- g. The County agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. INDEMNIFICATION:

- a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the County and the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. NOTIFICATIONS:

- a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. TRAINING:

a. The County, Probation Department, and the Probation Officer shall not be required to attend or undergo any training by the School District.

9. ADVICE OF COUNSEL:

a. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

10. AMENDMENT:

a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

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

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

DATE: _____

BY: _____

David Tomidy
David Tomidy
Director of Probation

CLINTON CENTRAL SCHOOL DISTRICT

DATE: _____

BY: _____

Mary Lou Lauchert
Mary Lou Lauchert
President, Board of Education

APPROVED
ONEIDA COUNTY ATTORNEY

BY _____
Raymond Bara
Asst. Oneida County Attorney

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
Matthew Caracas
Mark Joseph
Holly Matthews

July 11, 2016

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

FN 20 16-416

PUBLIC SAFETY

WAYS & MEANS

Re: Waterville Central School/IRT Program
2016-2017

Dear Mr. Picente:

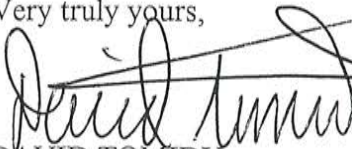
Enclosed is an Agreement between the Probation Department and the Waterville Central School District wherein the school district reimburses the County for 50% of salary, fringe benefits, and travel expenses for one full-time Probation Officer.

This Officer provides Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

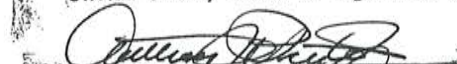
The Board and Your support of our programming continue to be most appreciated.

Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR



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


Anthony J. Picente, Jr.
County Executive

Date 11-18-16

DT:kas

Enclosures: Contract, Contract Summary Sheet

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Waterville Central School/IRT Program
381 Madison Street
Waterville, New York 13480

Title of Activity or Service: Waterville Central School/IRT Program

Proposed Dates of Operation: 7/1/2016 to 6/30/2017

Client Population/Number to be served: 200 youth

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Waterville Central School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.
- 2) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2015 we worked with 211 cases and diverted 85%.
- 3) **Program Design and Staffing:** One full-time Probation Officer is employed full-time at Junior High and High School buildings. He also works in the elementary school as needed.

Total Funding Requested: \$34,910.40

Account # 3412 (Revenue)

Oneida County Department Funding Recommendation: \$34,910.40

Proposed Funding Sources (Federal\$/State\$/County\$): Waterville Central School District

Cost Per Client Served: In 2015 the cost per client served totaled \$601.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past two years.

O.C. Department Staff Comments: The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Waterville Central School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Waterville Central School District

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and WATERVILLE CENTRAL SCHOOL DISTRICT, with its principal offices located at 381 Madison Street, Waterville, New York 13480, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in any and all School District buildings;

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

1. TERM:

- a. This **AGREEMENT** shall be effective from July 1, 2016 until June 30, 2017, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with IRT efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assisting School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
 - C. Counseling and assisting students, in the school setting, with problems relating to compliance;
 - D. Monitoring students' behavior at home, in school, and in the

- community;
- E. Preparing progress reports on persons under probation supervision;
- F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest;
- vii. "Other Support Services" may also include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- d. The Probation Department will provide one (1) full-time Probation Officer, who will provide the above-described services at any and all Waterville Central School District buildings.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County for a portion of salary, fringe benefits and related travel for the Probation Officers, in the amount of \$34,910.40 for conducting IRT services described above.
- b. The Probation Department shall submit a voucher to the School District, in accordance with the School District's regular policy for payment of its vendors, in order for the County to receive reimbursement for services under this Agreement.

4. INDEPENDENT CONTRACTOR STATUS:

- a. Both the County and the School District intend that the Probation Officer's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officer assigned under this Agreement shall remain a County employee for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officer shall not be considered an employee of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of a particular Probation Officer remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to be re-assigned and replaced based on the needs and policies of the Probation Department.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. INDEMNIFICATION:

- a. Each party agrees to indemnify the other against any claims, demands, actions,

proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement.

7. **CONFIDENTIALITY:**

A. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

8. **NOTIFICATIONS:**

a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

9. **AMENDMENT:**

a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

10. **ADVICE OF COUNSEL:**

a. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ONEIDA COUNTY

DATE: _____

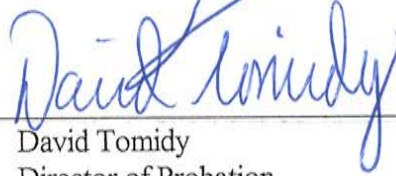
BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

DATE: _____

BY: _____



David Tomidy
Director of Probation

WATERVILLE CENTRAL SCHOOL DISTRICT

DATE: 11-01-16

BY: _____



Russell Stewart
President, Board of Education

APPROVED
ONEIDA COUNTY ATTORNEY

BY _____
Raymond Bara
Asst. Oneida County Attorney

**Oneida County Public Defender
Criminal Division**

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

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.

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

FIRST ASSISTANT PUBLIC DEFENDERS
Parole Revocation Specialist
James P. Godemann, Esq.
Appellate Counsel
David A. Cooke, Esq.

Paralegals
Jennifer M. Compo
Justin Lamberto
Office Specialist
Karrie L. Livingston

October 3, 2016

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

FN 20 16-417

PUBLIC SAFETY

Re: Aid to Defense Contract \$17,400
10/1/16 – 9/30/16
Contract # T444493
DCJS# AD16444493 / AD17444493

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 twelve (12) months, October 1, 2016 – September 30, 2017. Since this must have Board approval, please forward to the Board of Legislators once you have reviewed the documents.

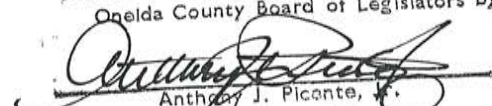
Sincerely,



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

FJN/kl



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

Anthony J. Picente, Jr.
County Executive
Date 11-14-16

Department: **PD/Criminal Div.**

Completing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210

Title of Activity or Service: Aid to Defense / Grant / DCJS # AD16444493
Project No. AD-1012-D00

Proposed Dates of Operation: October 1, 2016 – September 30, 2017

Client Population/Number to be Served: Oneida County residents

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: \$17,400

Account # : A2202

Oneida County Dept. Funding Recommendation: \$17,400.00

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

Cost Per Client Served: N/A

Past Performance Data: State quarterly reports available for review.

O.C. Department Staff Comments: This grant funds a portion of assistant public defender salary.

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: T444493 (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: Aid to Defense DCJS NUMBERS: AD16444493 AD17444493 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 10/01/2016 TO 09/30/2017 FUNDING AMOUNT FROM INITIAL PERIOD: \$17,400.00</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: [Redacted Box] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

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

AD16-1012-D00

Oneida County

10/03/2016

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**

AD16-1012-D00

Oneida County

10/03/2016

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**

AD16-1012-D00

Oneida County

10/03/2016

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.

Grantee Name

AD16-1012-D00

Oneida County

10/03/2016

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	1	\$8,700.00	\$8,700.00	\$8,700.00	\$0.00
Justification: (10/1/16-3/31/17) AD16 - This provides approximately 25% of the funds for an Assistant Public Defender III position to assist in increased investigation, client and disposition times.						
Total				\$8,700.00	\$8,700.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$8,700.00	\$8,700.00	\$0.00

- Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant Public Defender III	1	\$8,700.00	\$8,700.00	\$8,700.00	\$0.00
Justification: (4/1/17 - 9/30/17) AD17 This provides approximately 25% of the funds for an Assistant Public Defender III position to assist in increased investigation, client and disposition times.						
Total				\$8,700.00	\$8,700.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$8,700.00	\$8,700.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$17,400.00	\$17,400.00	\$0.00

Award Contract

Aid to Defense

Project No.

Grantee Name

AD16-1012-D00

Oneida County

10/03/2016

**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**

AD16-1012-D00

Oneida County

10/03/2016

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.

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

AD16-1012-D00

Oneida County

10/03/2016

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/ojs/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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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.

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County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Ilsi

Sheriff Robert M. Maciol

November 17, 2016

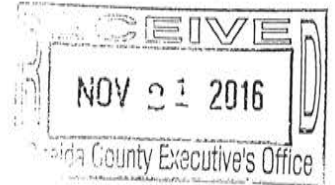
The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 11-21-16



FN 20 16-418

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

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

The grant award is \$23,070. Justice Services Inc. is entitled to a commission of the award. The remaining funds will be used for the jail to upgrade security equipment and computers for officer training. I respectfully request that this matter be acted on at the Board of Legislators December's board meeting.

The 2017 Supplemental Appropriation request is as follows:

<u>Increase 2017:</u> A3110.1951	Fees/Service	\$ 5,080
A3151.212	Computer Hardware	\$12,200
A3151.295	Other Equipment	\$ 5,790



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

<u>Increase 2017:</u> A4250	Federal Aid-Alien Assistance	\$23,070
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Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

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

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

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

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Ilsi

Sheriff Robert M. Maciol

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

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "R. Maciol".

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director
Greg Pflieger, Chief Deputy

Administrative Office

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

Law Enforcement Division

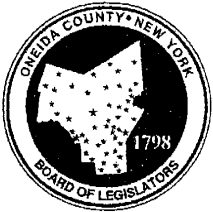
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division

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

Civil Division

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



ONEIDA 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

Philip M. Sacco
Minority Leader

November 17, 2016

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

FN 20 16-419

READ & FILED

Mr. Billard:

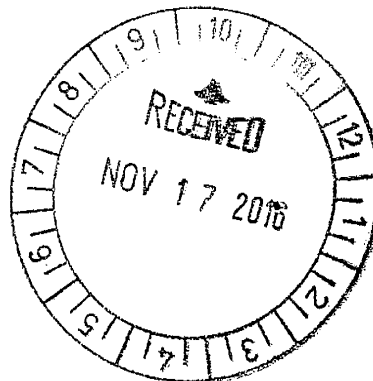
The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 7, Towns of Deerfield, Floyd, Marcy and Trenton.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to Oneida County District No. 7 during eight-year review."

Respectfully,

Gerald J. Fiorini
Chairman of the Board

GJF:cd





Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

Mikal Billard, Clerk
Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 275 of 2016, a district renewal plan with modifications for Oneida County Agricultural District No. 7.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

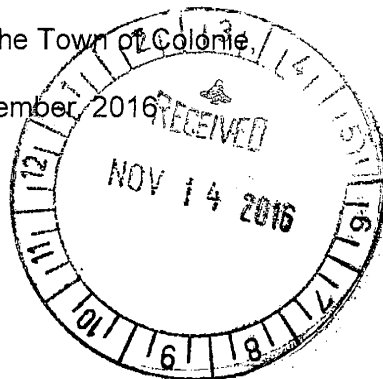
In accordance with the statutory procedures for certification of agricultural district review plans and in consultation with the state Advisory Council on Agriculture, I have determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the plan, I hereby certify that:

- A. The District is eligible for districting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the state.

The county is required to complete the next review of Oneida County Agricultural District No. 7 on or before July 16, 2024.

Signed and Sealed at the Town of Colonie,
County of Albany, NY,
This 3rd day of November, 2016



Sincerely,

Richard A. Ball
Commissioner

cc: Marty Broccoli, CCE of Oneida County
Susan Hoskins, IRIS
Brymer Humphreys, Chair, Oneida Co. AFPB
Guy Sassaman, Oneida Co. Dept. of Planning